



CITY COUNCIL AGENDA
CITY HALL, 291 N. MAIN STREET, PORTERVILLE, CA 93257
and 21546 AMAZON RIVER CIRCLE, SONORA, CA 95370
MAY 21, 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 - Application to File a Late Claim: Claimant: Jose Moreno Martinez. Agency claimed against: City of Porterville.
- 4 - Government Code Section 54956.95 – Liability Claim: Claimant: Ruben Raya. Agency claimed against: City of Porterville.
- 5 - Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: Duran v. Lollis et al., U.S. District Court, Eastern Dist., Case No. 1:18-cv-01580-DAD-SAB.
- 6 - Government Code Section 54956.9(d)(3) – Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation: One (1) case in which facts are not yet known to potential plaintiff.
- 7 - Government Code Section 54956.9(d)(4) – Conference with Legal Counsel – Anticipated Litigation – Initiation of Litigation: Two (2) cases.

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

Pledge of Allegiance Led by Council Member Stowe

Invocation

PROCLAMATIONS

Harvey Milk Day - May 22, 2019.

PRESENTATIONS

Internnect
Chamber of Commerce's Quarterly Report

AB 1234 REPORTS

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

1. SJVAPCD Citizens Advisory Committee - May 7, 2019
2. Tulare County Water Commission Meeting - May 13, 2019
3. Tulare County Task Force on Homelessness - May 15, 2019
4. Council of Cities - May 15, 2019
5. San Joaquin Valley Air Pollution Control District (SJVAPCD) Governing Board - May 16, 2019
6. Tulare County Association of Governments (TCAG) - May 20, 2019

REPORTS

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

- I. City Commission and Committee Meetings
 1. Parks & Leisure Services Commission - May 2, 2019
 2. Library & Literacy Commission - April 26, 2019 , May 2, 2019
 3. Arts Commission - April 24, 2019
 4. Animal Control Commission - May 13, 2019
 5. Youth Commission - May 13, 2019
 6. Transactions and Use Tax Oversight Committee (TUTOC)
- II. Staff Informational Reports
 1. Water Conservation Phase IV Status Update
 2. OHV Park Update

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. **City Council Minutes of December 18, 2018, January 15, 2019, February 5, 2019, and April 23, 2019**
Re: Considering approval of the draft minutes of December 18, 2018, January 15, 2019, February 5, 2019, and April 23, 2019.
2. **Authorization to Repair Specialized Equipment - Waste Water Treatment Plant Aeration Blower #1**
Re: Considering authorization of the repair of specialized equipment by Piller for a do not exceed amount of \$25,201.
3. **Authorization for Refuse Truck Turbo Repair**
Re: Considering approval of the refuse truck turbo repair by EM Tharp at a cost not to exceed \$16,359.
4. **City Laboratory Annual Instruments Service Contracts**
Re: Considering approval of a one (1) year service contract with Agilent Technologies (\$11,100), and Thermo Electron North America LLC (\$10,689) for a total amount of \$21,789 for instrument technical support at the City laboratory.
5. **Program Supplement No. F060 to the Administering Agency-State Agreement for Federal-Aid Projects No. 06-5122F15 – Purchase of Three (3) CNG Solid Waste Trucks**
Re: Considering adoption of the Resolution approving the Program Supplement for the purchase of three (3) CNG solid waste trucks.
6. **Consideration of Amendment to Grants of Easements Agreement with Cornerstone Main Partners, L.P.**
Re: Consideration to approve the proposed Amended and Restated Grants of Easements between the City of Porterville and Cornerstone Main Partners, L.P.
7. **Consideration of Retail Recruitment Service Agreement**
Re: Considering authorization to negotiate a contract with Buxton for retail recruitment and mobile visitor's insights solution and partner with Tule River Economic Development

Corporation (TREDC) in the contract.

8. Department of Finance Population Update

Re: Authorizing the signing of the request for the State certification for the City of Porterville, January 1, 2019, at a population of 60,260.

9. Consideration to Seek Funding for Mobility on Demand Services

Re: Consideration to adopt FTA's Integrated Mobility Innovation (IMI) goals and approval of draft Resolution to authorize staff to apply for IMI funding.

10. Request for Proclamation - First Southern Baptist Church of Porterville Day - July 8, 2019

Re: Consideration of a request to proclaim July 8, 2019, as "First Southern Baptist Church of Porterville Day."

11. Affirming City Council Vacancy Appointment Process and Proposed Timeline

Re: Considering the appointment process to fill the vacancy on City Council with the resignation of Vice Mayor Ward.

12. Status and Review of Declaration of Local Emergency

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

13. City Council Member Requested Agenda Item - Consider the Transactions and Use Tax Oversight Committee Composition Reflect District Representation

Re: Considering the Transactions and Use Tax Oversight Committee (TUTOC) composition reflect district representation.

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

PUBLIC HEARINGS

14. Consideration for a Conditional Use Permit for the Re-Establishment of White's Market and Request for a Type 20 Off-sale Beer and Wine License

Re: Consideration of a Resolution approving a Conditional Use Permit to allow for the sale of beer and wine at White's Market, and authorizing the Mayor to sign a Letter of Public Convenience or Necessity.

- 15. Consideration for the Modification or Revocation of Modification No. 1 of Conditional Use Permit 8-74 for the New Porterville Rescue Mission**
Re: Consideration of Modification No. 1 to Conditional Use Permit 8-74 (“CUP”), to allow for a social services facility for the New Porterville Rescue Mission (“Mission”), located at 30 South A Street.

SCHEDULED MATTERS

- 16. Consideration to Amend Federal Transit Administration Grant CA-90-Z116**
Re: Adopting a draft Resolution authorizing staff to amend the Federal Transit Administration grant CA-90-Z116, and move project funds from the engineering/design of a transit administration and maintenance facility to engineering/design of a battery-electric charging station and energy storage facility.
- 17. 2nd Progress Report - CA State Water Resources Control Board Grant Application for the Provision of Water to Akin Water Company - Phase 2**
Re: Receipt of update regarding CA State Water Resources Control Board Grant Application for the Provision of Water to Akin Water Company - Phase 2 and consideration of direction moving forward.
- 18. Review of Draft Cannabis Dispensary Application, Potential Request for Proposal Process and Time Frame, and Fees**
Re: Consideration of a draft Request for Proposals process, application acceptance and approval processes, and potential proposed fees for cannabis dispensaries.
- 19. Consider a Resolution of Support for H.R. 6: American Dream and Promise Act of 2019**
Re: Considering a Resolution of Support for H.R. 6, "American Dream and Promise Act of 2019."
- 20. Consideration of Revisions to the City Council's Procedural Handbook**
Re: Considering approval of revisions to the City Council's Procedural Handbook.

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 June 4, 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 – MAY 21, 2019

SUBJECT: 1. Water Conservation Phase IV Status Update

SOURCE: Public Works

COMMENT: The City of Porterville has continued to implement an active water conservation approach, both conserving and providing flexibility to the community. The City transitioned from Phase III back to Phase IV of the City's Water Conservation Plan as of December 1, 2018. The Water Conservation Plan applies to all municipal water users within or outside city limits. As part of the Phase IV plan, the City has restricted outdoor watering to a one 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. Watering outdoor landscaping is prohibited during, and within 48 hours after measurable rainfall which is defined as greater than 0.01 of an inch.

Violations of prohibited activities are considered infractions and are punishable by fines of up to \$500 for each day in which the violation occurs. Any peace officer or employee of a public agency charged with enforcing laws and authorized to do so by Ordinance may issue a citation to the violator. The City of Porterville will be responding to enforcement by issuing a Notice of Violation for all witnessed occurrences and staff will be processing all reported issues. Enforcement statistics for the month of April 2019 shows that there were (27) Notice of Violations and one (1) Administrative Citation issued for water wasting.

Water production for April 2019 shows a 3% increase from the 5-year average. The production for the month of April 2019 was 249 million gallons, which when compared to the production for the month of March 2013 of 325 million gallons, equates to a 23.4% decrease. Residential consumption for April 2019 was 93.48 gallons per capita per day (GPCD).

Compliance with individual water supplier conservation requirements is based on cumulative savings. Cumulative tracking means that conservation savings will be added together from one month to the next and compared to the amount of water used during the same months in 2013. City Staff will be evaluating conservation totals in two (2) formats: 1. Calculate the cumulative conservation totals for production as compared to production in 2013; and 2. Calculate cumulative conservation totals in relation to GPCD, in efforts to evaluate population growth impacts on production as compared to 2013. The cumulative total of production for the City of Porterville's conservation efforts will reflect June 2015 through April 2019. Porterville's cumulative total production

conservation through April 2019 is 22.8%. The cumulative total of GPCD for the City of Porterville's conservation efforts will reflect June 2015 through April 2019. Porterville's cumulative total GPCD conservation through April 2019 is 25.3%.

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

The State Water Board continues to require monthly reporting to track what agencies are doing and how they perform throughout the year. Proposed permanent regulations will require agency reporting to continue monitoring the performance of urban water conservation with preparedness to return back to a conservation standard if necessary.

RECOMMENDATION: Informational Only

ATTACHMENTS:

1. Monthly Production Status April 2019
2. Monthly Production Status GPCD April 2019
3. Drought Response Phase IV Flyer

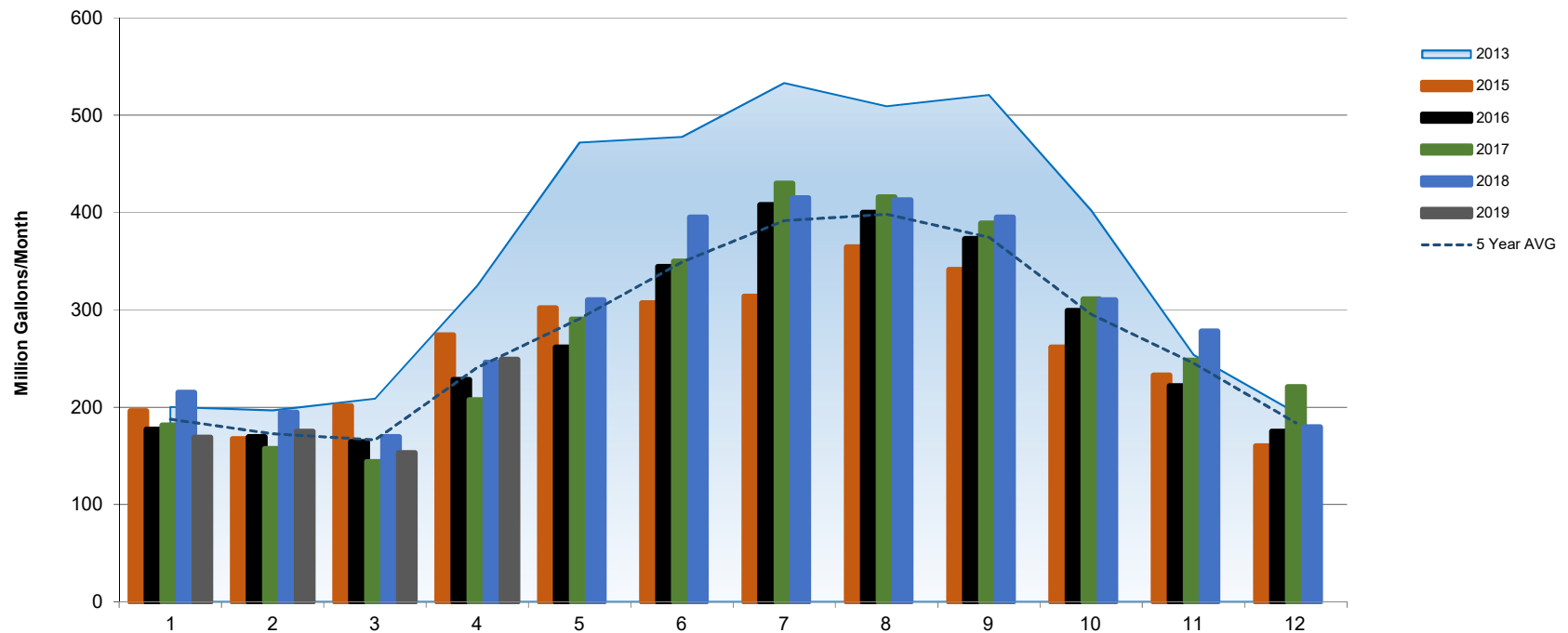
Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

**Monthly Production Status & Cumulative Total June 2015 Through
April 2019 Production Comparison to 2013 & 5 Year Average**

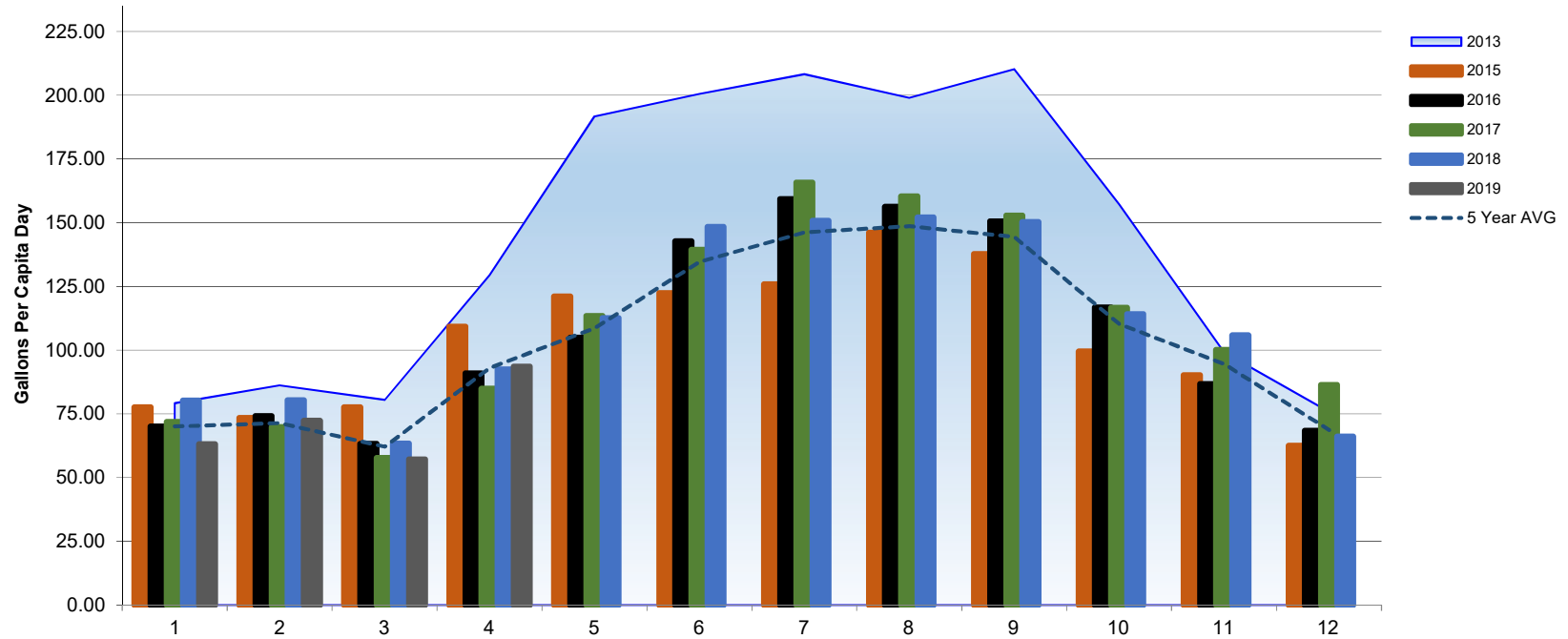


Production Cumulative Total 22.8%

2015	-2%	-15%	-4%	-16%	-36%	-36%	-41%	-28%	-35%	-35%	-8%	-18%
2016	-12%	-14%	-21%	-30%	-45%	-28%	-24%	-21%	-28%	-26%	-13%	-10%
2017	-9%	-20%	-31%	-36%	-38%	-27%	-19%	-18%	-25%	-23%	-2%	14%
2018	7%	-1%	-27%	-23%	-5%	-17%	-22%	-19%	-24%	-23%	10%	-7%
2019	-16%	-11%	-27%	-23%								

Percent Comparison to 2013 Production

**Monthly Production Status & Cumulative Total June 2015 Through
April 2019 Gallon Per Capita Day Comparison to 2013 & 5 Year Average**



GPCD

Cumulative Total 25.3%

	2015	-2%	-15%	-4%	-16%	-37%	-39%	-40%	-27%	-35%	-37%	-9%	-18%
	2016	-12%	-14%	-21%	-30%	-45%	-29%	-24%	-21%	-28%	-26%	-13%	-10%
	2017	-9%	-19%	-28%	-34%	-41%	-30%	-20%	-19%	-27%	-26%	1%	14%
	2018	1%	-7%	-21%	-29%	-41%	-26%	-28%	-24%	-29%	-27%	7%	-13%
	2019	-20%	-16%	-29%	-28%								

Percent Comparison to 2013 Production



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.



CITY COUNCIL AGENDA – MAY 21, 2019

SUBJECT: 2. OHV Park Update

SOURCE: Parks and Leisure Services

COMMENT: OHV Park operations have been administered by Friends of Kern Open Space (FOKOS) since the City of Porterville and FOKOS entered into an agreement in January 2016. FOKOS recently informed staff that they intend to terminate the agreement immediately due to health concerns of its lead operator. City staff plans to seek authorization from City Council in an upcoming Council meeting to authorize staff to distribute Requests for Proposals for Off-Highway Park vehicle management services. With the combination of grant funds almost fully expended for the current fiscal year, and the State changing its fiscal year from July-June to September-August, staff plans to conduct the RFP process during this summer with the goal of having an operator in place by September 1, 2019.

RECOMMENDATION: Information only

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:

Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – MAY 21, 2019

SUBJECT: City Council Minutes of December 18, 2018, January 15, 2019, February 5, 2019, and April 23, 2019

SOURCE: Administrative Services

COMMENT: Staff has prepared the draft Minutes of December 18, 2018, January 15, 2019, February 5, 2019, and April 23, 2019, for the Council's consideration.

RECOMMENDATION: That the Council approve the draft Minutes of of December 18, 2018, January 15, 2019, February 5, 2019, and April 23, 2019.

ATTACHMENTS:

1. Draft Minutes 12-18-18
2. Draft Minutes 1-15-19
3. Draft Minutes 2-5-19
4. Draft Minutes 4-23-19

Appropriated/Funded:

Review By:

Department Director:

Patrice Hildreth, Administrative Services Dir

Final Approver: Patrice Hildreth, Administrative Services Dir

**CITY COUNCIL MINUTES
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
DECEMBER 18, 2018, 5:30 PM**

Called to Order at 5:31 p.m.

Roll Call: Council Member Daniel Peñaloza, Council Member Monte Reyes, Council Member Milt Stowe, Vice Mayor Brian Ward, Mayor Martha A. Flores

ORAL COMMUNICATIONS

None

CITY COUNCIL CLOSED SESSION:

- A. Closed Session Pursuant to:
- 1- Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: 140 South C Street, Porterville, CA. Agency Negotiator: John Lollis. Negotiating Parties: City of Porterville and Porterville Unified School District. Under Negotiation: Terms and Price.
 - 2- Government Code Section 54956.9(d)(3) – Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation: One case in which facts are not yet known to potential plaintiff.
 - 3- Government Code Section 54956.9(d)(4) – Conference with Legal Counsel – Anticipated Litigation – Initiation of Litigation: One case.

6:35 P.M. RECONVENE OPEN SESSION AND REPORT ON REPORTABLE ACTION TAKEN IN CLOSED SESSION

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

The Pledge of Allegiance was led by Council Member Daniel Peñaloza.

Invocation -- a moment of silence was observed

PRESENTATIONS

Environmental Protection Agency

AB 1234 REPORTS

1. Local Agency Formation Commission (LAFCO) - December 5, 2018
City Manager Lollis reported that former Council Member Hamilton had attended the meeting at which legislative updates and end of year reports were presented.
2. Eastern Tule Groundwater Sustainability Agency - December 6, 2018
Public Works Director Mike Reed reported on action pertaining the establishment of policies.

Council Member Reyes reported on receipt of updates, dashboard reports, presentations and panel discussions regarding inter- and intra- agency agreements and boundaries.

3. Tulare County Association of Governments (TCAG) - December 10, 2018
Mayor Flores reported on member presentations, status of Measure R projects, recognition contest winners, approval of resolutions, announcement of TCAG Local Motion awards on January 24th, and the next meeting on January 28, 2019.

4. Tulare County Economic Development Corp. (TCEDC) - December 6, 2018
City Manager Lollis reported that he was unable to attend as the alternate due to another obligation.

REPORTS

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

I. City Commission and Committee Meetings

1. Parks & Leisure Services Commission - no meeting due to lack of a quorum
2. Library & Literacy Commission - December 11, 2018
Commissioner Allan Bailey reported on the Internet Project Kickoff, and spoke of future meetings that will take place for the project.
3. Arts Commission - November 28, 2018
Commissioner Emily Luna reported on discussion pertaining to an arts festival, recruitment efforts and scheduling of the next meeting on January 17, 2019.
4. Animal Control Commission
5. Youth Commission - December 10, 2018
6. Transactions and Use Tax Oversight Committee (TUTOC)
Committee Chair Virginia Gurrola reported on the approval of minutes, review of quarterly expenditures, an update on Measure I, and the next meeting on February 12, 2019.

II. Staff Informational Reports

1. Water Conservation Phase III Status Update

ORAL COMMUNICATIONS

- Brendan Riley, President of Greenpower Motor Co., provided an update on the status of the company's activities which include renting a property on Poplar and status of development on Hope.
- Brock Neeley, Porterville, wished everyone a Merry Christmas.
- Greg Shelton, Porterville, spoke of his recent visit to a Woodlake marijuana dispensary, of marijuana sales currently taking place in the community, and urged the Council to move forward with its consideration.

CONSENT CALENDAR

There were no items pulled from the Consent Calendar for discussion.

COUNCIL ACTION: MOVED by Vice Mayor Brian Ward, SECONDED by Council Member Monte Reyes that the City Council approve Items Nos. 1 through 9, and 11 through 17. The motion carried unanimously.

1. CITY COUNCIL MINUTES OF NOVEMBER 20, 2018

Recommendation: That the Council approve the draft Minutes of November 20, 2018.

Documentation: M.O. 01-121818

Disposition: Approved.

2. AUTHORIZATION TO PURCHASE TYPE 1 FIRE ENGINE

Recommendation: That the City Council authorize staff to negotiate the purchase of a Type 1 Fire Engine from Rosenbauer, and equip as necessary.

Documentation: M.O. 02-121818

Disposition: Approved.

3. PURCHASE OF POLICE SERVICE DOGS

Recommendation: That City Council:

1. Authorize the purchase of a police service dog and associated training from Top Dog Training Center in the amount of \$12,108.75;
2. Authorize the purchase of a police service dog "Jace" from Darrel Locke in the amount of \$2,000; and
3. Authorize the payment of \$500 to Top Dog Training Center upon completion of recertification training for Officer Darrel Locke and "Jace".

Documentation: M.O. 03-121818

Disposition: Approved.

4. PURCHASE OF REAL PROPERTY FOR A PORTION OF ASSESSOR PARCEL NUMBER 269-120-010

Recommendation: That the City Council:

1. Approve the Grant Deed and draft Resolution;
2. Authorize staff to enter escrow in accordance with the Purchase and Sale Agreement;
3. Authorize the City Manager and City Attorney to make any augmentation, modification, additions, or revisions as may be necessary; and
4. Authorize the Mayor and City Manager to sign all necessary documents.

Documentation: M.O. 04-121818; Resolution No. 82-2018

Disposition: Approved.

5. REQUEST FOR APPROVAL TO PURCHASE SPECIALIZED EQUIPMENT - JWC ENVIRONMENTAL

Recommendation: That City Council:

1. Award the purchase of specialized equipment parts to JWC Environmental for a not to exceed amount of \$14,129.05 which includes taxes, shipping and a ten percent contingency;
2. Direct the Finance Director to initiate a Purchase Order to JWC Environmental for a not to exceed amount of \$14,129.05 which includes taxes, shipping and a ten percent contingency; and
3. Direct the Finance Director to make payment to JWC Environmental upon receipt of invoice approved by the Public Works Director.

Documentation: M.O. 05-121818

Disposition: Approved.

6. AUTHORIZATION OF PAYMENT FOR EMERGENCY REPAIR OF FIRE ENGINE PUMP TRANSMISSION

Recommendation: That the City Council authorize payment of \$12,988.55 to Burton's Fire, Inc. for the emergency repair of Engine 72.

Documentation: M.O. 06-121818

Disposition: Approved.

7. AUTHORIZATION TO AWARD CONTRACT - 155, 165 AND 185 NORTH D STREET ASBESTOS AND OTHER HAZARDOUS MATERIALS ABATEMENT PROJECT

Recommendation: That City Council:

1. Award the 155,165, and 185 North D Street Asbestos and Other Hazardous Material Abatement Project to Cencal Services, Inc in the amount of \$99,000;
2. Authorize progress payments up to 95% of the contract amount;
3. Authorize a \$9,900 construction contingency to cover unforeseen construction costs; and
4. Authorize \$30,670 for construction management, quality control, and inspections.

Documentation: M.O. 07-121818

Disposition: Approved.

8. AUTHORIZATION TO AWARD CONTRACT - RAILS-TO-TRAILS CORRIDOR LIGHTED CROSSWALKS PROJECT

Recommendation: That City Council:

1. Award the Olive Avenue Corridor Lighted Crosswalks Project to PTM General Engineering Services of Riverside in the amount of \$224,042;
2. Authorize a 10% contingency to cover unforeseen construction costs;

3. Authorize 8.9% (\$20,000) for construction management, quality control, and inspection; and
4. Authorize progress payments up to 100% of the contract amount.

Documentation: M.O. 08-121818

Disposition: Approved.

9. AUTHORIZATION TO AWARD CONTRACT - OLIVE AVENUE CORRIDOR LIGHTED CROSSWALKS PROJECT

Recommendation: That City Council:

1. Award the Olive Avenue Corridor Lighted Crosswalks Project to California Professional Engineering in the amount of \$481,000;
2. Authorize progress payments up to 100% of the contract amount;
3. Authorize a 10% contingency to cover unforeseen construction costs;
4. Authorize 6.2% (\$30,000) for construction management, quality control, and inspection; and
5. Authorize the Finance Director to appropriate the additional Local Transportation Funds in the amount of \$45,100 to fully fund the project.

Documentation: M.O. 09-121818

Disposition: Approved.

11. APPROVAL OF MEASURE R PROGRAM SUPPLEMENT TO COOPERATIVE AGREEMENT - DESIGN OF PEDESTRIAN TRAIL FROM OLIVE AVENUE TO PUTNAM AVENUE

Recommendation: That City Council:

- a. Approve the attached Resolution in support of the Program Supplement to the Cooperative Agreement;
- b. Authorize the Mayor and City Clerk to execute the Program Supplement; and
- c. Authorize staff to forward the executed Program Supplement to TCAG for approval.

Documentation: Resolution No. 83-2018; M.O. 10-121818

Disposition: Approved.

12. NEGOTIATION AGREEMENT BY AND BETWEEN THE CITY OF PORTERVILLE AND THE TULE RIVER INDIAN TRIBE

Recommendation: That the City Council approve the Negotiation Agreement By and Between the City of Porterville and the Tule River Indian Tribe, subject to the Tribe providing the appropriate contact/notice information.

Documentation: M.O. 11-121818

Disposition: Approved.

13. RENEWAL OF AIRPORT LEASE - SPORTS COMPLEX PARKING

Recommendation: That City Council approve the renewal of the Lease Agreement between the City of Porterville and the Airport Enterprise Fund and authorize the Mayor to sign said Lease Agreement.

Documentation: M.O. 12-121818

Disposition: Approved.

14. RENEWAL OF AIRPORT LEASE - SEWER OPERATING FUND

Recommendation: That City Council approve the renewal of the Lease Agreement between the City of Porterville Sewer Operating Fund and the Airport Enterprise Fund and authorize the Mayor to sign said Lease Agreement.

Documentation: M.O. 14-121818

Disposition: Approved.

15. AMENDMENT TO EMPLOYEE PAY & BENEFIT PLAN - UNREPRESENTED MANAGEMENT EMPLOYEES

Recommendation: That the City Council:

1. Adopt the draft resolution approving changes to the Employee Pay and Benefit Plan concerning Unrepresented Management Employees; and
2. Direct HR staff to amend all other documentation as may be necessary to document and implement said authorized changes.

Documentation: Resolution No. 84-2018

Disposition: Approved.

16. AMENDMENT TO THE PAY RATE SCHEDULE FOR SEASONAL AND PART-TIME EMPLOYEES

Recommendation: That the City Council:

- a. Adopt the draft Resolution amending the City's Employee Pay and Benefit Plan, Seasonal and Part-time rates; and
- b. Authorize the Mayor to execute these and other documents necessary to implement the provisions hereof.

Documentation: Resolution No. 85-2018

Disposition: Approved.

17. STATUS AND REVIEW OF DECLARATION OF LOCAL EMERGENCY

Recommendation: That the City Council receive the report of status and review of the Declaration of Local Emergency and determine the need exists to continue said Declaration.

Documentation: M.O. 14-121818

Disposition: Approved.

SCHEDULED MATTERS

18. CONSIDERATION OF APPOINTMENT TO THE ARTS COMMISSION

Recommendation: That the City Council consider the appointment of Wes Maas to the City's Arts Commission to the term expiring July of 2019.

City Manager Lollis introduced the item, and Administrative Services Director Patrice Hildreth presented the staff report.

COUNCIL ACTION: MOVED by Vice Mayor Brian Ward, SECONDED by Council Member Milt Stowe that the City Council approve the appointment of Wes Maas to the City's Arts Commission to the term expiring in July of 2019. The motion carried unanimously.

Documentation: M.O. 15-121818

Disposition: Approved.

19. MILITARY BANNER PROGRAM BANNER LOCATION DESIGNATION

Recommendation: That the City Council designate the location of new military banners as the program expands past its current designated locations.

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

Council Members expressed their preferences regarding the areas identified by the Parks and Leisure Services Commission for expansion, discussed the length of time banners are on display, and spoke of the success of the program.

COUNCIL ACTION: MOVED by Vice Mayor Brian Ward, SECONDED by Council Member Monte Reyes that the City Council approve the placement of banners along Henderson Ave. from Veterans Park to Main, Olive Ave. from Main to Plano, Plano from Olive to Fallen Heroes Park, and Olive from Main to Veterans Memorial Building. The motion carried unanimously.

Documentation: M.O. 16-121818

Disposition: Approved.

10. LIGHTED CROSSWALKS PROJECT BID RESULTS

Recommendation: That City Council reject all bids and authorize staff to re-advertise for bids on the project.

City Manager Lollis introduced the item, and the staff report was waived.

Vice Mayor Ward expressed concerns regarding the costs and suggested that staff look into alternatives that do not require going out into the road to reduce costs. In response, City Manager Lollis suggested that the Joint City/School Committee discuss it at a future meeting.

COUNCIL ACTION: MOVED by Vice Mayor Brian Ward, SECONDED by Council Member Milt Stowe that the City Council approve the rejection of all bids and authorize staff to re-advertise for bids on the project. The motion carried unanimously.

Documentation: M.O. 17-121818

Disposition: Approved.

The Council adjourned at 7:38 p.m. to a meeting of the Successor Agency to the Porterville Redevelopment Agency.

SUCCESSOR AGENCY TO THE
PORTERVILLE REDEVELOPMENT AGENCY AGENDA
291 NORTH MAIN STREET, PORTERVILLE, CA 93257
DECEMBER 18, 2018

Roll Call: Agency Member Peñaloza, Agency Member Reyes, Agency Member Stowe, Vice Chair Ward, Chair Flores

WRITTEN COMMUNICATION

None

ORAL COMMUNICATIONS

None

SUCCESSOR AGENCY SCHEDULED MATTERS

20. REVIEW AND APPROVAL OF DRAFT RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR FISCAL YEAR 2019-20

Recommendation: That the Successor Agency adopt the draft SA Resolution approving the Recognized Obligation Payment Schedule for the fiscal period of July 1, 2019 through June 30, 2020, provided that should any modification be required to the ROPS 19-20 by the DOF, the Executive Director and/or the Finance Director shall be authorized to make any augmentation, modification, additions or revisions as may be necessary to conform the ROPS 19-20 to

requirements imposed by the DOF and direct Successor Agency staff to submit the ROPS 19-20 to the Countywide Oversight Board.

City Manager Lollis introduced the item, and the staff report was waived at the Council's request.

AGENCY ACTION: MOVED by Vice Chair Brian Ward, SECONDED by Agency Member Daniel Penaloza that the Successor Agency adopt the SA Resolution approving the Recognized Obligation Payment Schedule for the fiscal period of July 1, 2019 through June 30, 2020, provided that should any modification be required to the ROPS 19-20 by the DOF, the Executive Director and/or the Finance Director shall be authorized to make any augmentation, modification, additions or revisions as may be necessary to conform the ROPS 19-20 to requirements imposed by the DOF and direct Successor Agency staff to submit the ROPS 19-20 to the Countywide Oversight Board. The motion carried unanimously.

Documentation: Resolution No. 2018-03

Disposition: Approved.

The Successor Agency adjourned at 7:39 p.m. to a meeting of the Porterville City Council.
7:39 p.m.

ORAL COMMUNICATIONS

- Brock Neeley, Porterville, stated that the majority of Porterville voters voted against Proposition 1.

OTHER MATTERS

- Council Member Reyes communicated that he was very impressed with the Eastern Tule GSA's progress to date; and wished everyone a Merry Christmas and happy New Year.
- Council Member Stowe also wished everyone a Merry Christmas and happy New Year.
- Council Member Peñaloza stated that he was happy to have survived his first meeting; thanked staff, the community, and members of the Council for their assistance; and wished everyone a happy holiday season.
- Vice Mayor Ward indicated that he was pleased to see the Council Member Stowe doing well; spoke of the gift of Greenpower; and thanked public safety personnel who would be working on the holidays.
- Mayor Flores spoke of her attendance at the Aldi's grand opening event, the Burton School District meet and greet, Sierra View Medical Center holiday mingler, and Porterville Pharmacy ribbon cutting; and wished everyone a Merry Christmas.
- City Manager Lollis spoke of positive comments received regarding this year's employee luncheon, and extended appreciation to the staff who assisted in putting on the event and members of the Council for their participation; spoke of future California Air Resource Board requirements pertaining to electric buses; and presented the Council with plaques in recognition of the East Porterville Water Project.

CLOSED SESSION

None

ADJOURNMENT

The Council adjourned at 7:49 p.m. to the meeting of January 15, 2019.

SEAL

Luisa M. Zavala, Deputy City Clerk

Martha A. Flores, Mayor

**CITY COUNCIL MINUTES
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
JANUARY 15, 2019, 5:30 PM**

Called to Order at 5:31 p.m.

Roll Call: Council Member Daniel Peñaloza, Council Member Monte Reyes, Council Member Milt Stowe (arrived during Closed Session), Vice Mayor Brian Ward (arrived during Closed Session), Mayor Martha A. Flores

ORAL COMMUNICATIONS

None

CITY COUNCIL CLOSED SESSION:

A. Closed Session Pursuant to:

- 1** - Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: 140 S. C Street. Agency Negotiator: John Lollis. Negotiating Parties: City of Porterville and Porterville Unified School District. Under Negotiation: Terms and Price.
- 2** - Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: 645 N. Prospect Street. Agency Negotiator: John Lollis. Negotiating Parties: City of Porterville and Porterville Unified School District. Under Negotiation: Terms and Price.
- 3** - Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: APNs: 253-050-089 and 253-050-093. Agency Negotiator: John Lollis. Negotiating Parties: City of Porterville and James Gregory Shelton. Under Negotiation: Terms and Price.
- 4** - Government Code Section 54956.95 – Liability Claim: Claimant: Mercury Insurance as Subrogee for Juan and/or Lydia Carrillo. Agency claimed against: City of Porterville.
- 5** - Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: John Duran v. John Lollis, United States District Court, Eastern District of California Court Case No. 1:18-CV-01580-DAD-SAB.
- 6** - Government Code Section 54956.9(d) (3) – Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation: Two Cases in which facts are not yet known to potential plaintiff.
- 7** - Government Code Section 54956.9(d)(4) – Conference with Legal Counsel – Anticipated Litigation – Initiation of Litigation: One Case.

**6:40 P.M. RECONVENED OPEN SESSION AND REPORTED ON REPORTABLE ACTION
TAKEN IN CLOSED SESSION**

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

The Pledge of Allegiance was led by Vice Mayor Brian Ward.
Invocation -- a moment of silence was observed.

PRESENTATIONS

Employee of the Month - Marcia Dickey

Sustainable Groundwater Management Act Update by Bryce McAteer, Executive Director of the Eastern Tule Groundwater Sustainability Joint Powers Authority

AB 1234 REPORTS

1. Tulare County Taskforce on Homelessness - December 19, 2018
Mayor Flores reported on discussion pertaining to trash around the river, Brown Act rules pertaining to ad hoc committees, subcommittee prioritization and identification of goals, facilitation of planning process, and next meeting on January 16th.
2. Eastern Tule Groundwater Sustainability Agency JPA - January 3, 2019
Council Member Reyes reported on the ETGSA's progress and commended Mr. McAteer, staff and board members for their efforts to date.
3. San Joaquin Valley Air Pollution Control District - December 20, 2018
Council Member Reyes reported action pertaining to a program to implement energy efficient programs for chambers of commerce, air curtain burn boxes, retrofit technology for equipment, and receipt of an ozone report update.
4. Tule River Improvement JPA - January 7, 2019
Council Member Peñaloza stated that he was unable to attend. Public Works Director Mike Reed reported on discussion pertaining to channel clearing and continuance of permits, and provided an update on the Success Lake enlargement project.

REPORTS

- I. City Commission and Committee Meetings
 1. Parks & Leisure Services Commission - January 3, 2019
Commissioner Uresti reported on the Youth Center Christmas Dinner, New Year's Eve Gala, Pool Party reservations, Military Banner Program applications period, the 2019 Activity Calendar, and park fee recommendations.
 2. Library & Literacy Commission - no report
 3. Arts Commission - no report
 4. Animal Control Commission - January 14, 2019
Commissioner Jerry Hall reported on review of monthly statistics; lauded the efforts of animal control personnel; and spoke of an update on the new animal shelter project.
 5. Youth Commission - January 14, 2019
Commissioner Jake Buckley reported on selection of a theme for the Step Up Banner Contest, discussion of project ideas to include a family activity to benefit the animal shelter, and receipt of an update on economic development in Porterville.
 6. Transactions and Use Tax Oversight Committee (TUTOC) - January 9, 2019
Chair Virginia Gurrola introduced committee members Janice Kovar and Jerry Hall who were in attendance, and provided a report of committee recommendations pertaining to Measure I revenues and expenditures.

II. Staff Informational Reports
1. Water Conservation Phase IV Status Update

ORAL COMMUNICATIONS

- Nathaniel Handley, spoke in support of medicinal use of cannabis and in favor of a medical cannabis dispensary in town. He spoke of abuse of prescription medications for pain management, and encouraged the Council to consider approving a medical dispensary.
- Brock Neeley, Porterville, wished everyone a happy New Year, and requested that the Council be mindful of revenue associated with cannabis until the Federal government makes cannabis use legal.
- Rachel Ray, Field Person for Assemblyman Devin Mathis, stated that she was in attendance to make a comment pertaining to Item 18 should the Council allow.
- Leticia Barron, Porterville, spoke of homeless encampments near Casas Buena Vista and expressed concerns regarding activities and safety of the community. She requested maintenance of street lights and increased patrols of the neighborhood.
- Claudia Calderon, City of Porterville Development Associate, stated that she was available to translate if needed.
- Jesus Luna, Porterville, spoke of an increased homeless population in the area of Casas Buena Vista and of disturbances and threats to the homes and residents. He requested that the Council address the nuisance.
- Gil Jaramillo, CEO of Tulare/Kings Hispanic Chamber of Commerce, introduced President Carlos Mendoza, and spoke of the organization.
- Carlos Mendoza, President of Tulare/Kings Hispanic Chamber of Commerce, wished everyone a happy and prosperous New Year, congratulated Peñaloza and Mayor Flores, and stated that he looked forward to working with them.
- Greg Shelton, Porterville, spoke of revenues and activities pertaining to cannabis sales in Farmersville and stated that the Council was behind the ball.
- Ruben Macareno, Farmersville Council Member, congratulated the new Council and wished everyone a happy New Year.
- Erica Gonzalez, Porterville, Casas Buena Vista resident, stated that the presence of the homeless encampment frightened her because her husband works in the evenings and she stays at home with her children. She expressed concerns regarding the lighting in the neighborhood, and stated that when the weather warms up her children would be wanting to be outside more often.
- Steve Penn, Lindsay, spoke in support of residents concerned with homeless encampments; and stated that the Council needed to educate itself on medical cannabis products and focus on the good that could be done.
- Virginia Gurrola, Porterville, stated that Casas Del Rio was near and dear to her heart and expressed support for the resident's plight.

CONSENT CALENDAR

City Attorney Lew clarified that Item No. 9 was consideration of a resolution. Community Development Director Byers reported that the draft resolution for Item No. 12 was missing from the packet, and that hard copies had been provided to the Council and were available for the public.

There were no items pulled from the Consent Calendar for discussion.

COUNCIL ACTION: MOVED by Council Member Monte Reyes, SECONDED by Vice Mayor Brian Ward that the City Council approve Items Nos. 1 through 16. The motion carried unanimously.

1. AUTHORIZATION TO PURCHASE TWO (2) TYPE 6 FIRE PATROLS

Recommendation: That the City Council authorize staff to negotiate the purchase of two (2) Type 6 Fire Patrols from Rosenbauer, and equip as necessary.

Documentation: M.O. 01-011519

Disposition: Approved.

2. AUTHORIZATION TO ADVERTISE FOR BIDS - LIBRARY, FIRE STATION, AND AIRPORT ASBESTOS AND OTHER HAZARDOUS MATERIALS ABATEMENT PROJECT

Recommendation: That City Council:

1. Approve staff's recommended Plans and Project Manual;
2. Authorize staff to advertise for bids on the project;
3. Authorize augmenting our consultant services agreement per M.O. #04-022018 for Quality Compliance Solutions in the amount of \$20,994 for limited construction management, quality control, and inspection services; and
4. Authorize the Finance Director to augment the Airport-Airway Cafe budget in the amount of \$62,000 utilizing the proceeds from the airport land release.
5. Authorize the Finance Director to augment the Fire Station 1 budget in the amount of \$21,000 from the Equipment Replacement Fund.

Documentation: M.O. 02-011519

Disposition: Approved.

3. AWARD OF CONTRACT - HOUSEHOLD WATER TANKS REMOVAL PROJECTS

Recommendation: That City Council:

1. Award the Household Water Tanks Removal Project to West Valley Construction Company, Inc. in the amount of \$1,519,930.00;
2. Authorize progress payments up to 95% of the contract amount;
3. Authorize a 10% contingency to cover unforeseen construction costs; and
4. Authorize a 10% for construction management, quality control, and inspection.

Documentation: M.O. 03-011519

Disposition: Approved.

4. ACCEPTANCE OF PROJECT - REPLACE ROOF AND HVAC AT FIRE STATION #2

Recommendation: That City Council:

1. Accept both projects as complete;
2. Authorize the filing of the Notice of Completion for both projects; and
3. Authorize the immediate release of any pending payments, provided no stop notices have been filed.

Documentation: M.O. 04-011519

Disposition: Approved.

5. REQUEST FOR RENEWAL OF 5-YEAR CONTRACT WITH TESCO CONTROLS INCORPORATED

Recommendation: That City Council:

1. Approve the request for the 5-year renewal service contract for the maintenance, support, design, programming and repair of the WWTF SCADA system with TESCO Controls, Incorporated; and
2. Authorize the Public Works Director to sign the 5-Year service contract with TESCO Controls Incorporated.

Documentation: M.O. 05-011519

Disposition: Approved.

6. AUTHORIZATION TO CONTRACT WITH WASTEWATER SOLIDS MANAGEMENT COMPANY TO DEWATER ANAEROBIC DIGESTER MATERIAL

Recommendation: That City Council:

1. Award the dewatering of digester #2 and #4 material to Wastewater Solids Management Company for project amount not to exceed \$37,840 per digester, which includes prevailing wage and a ten percent (10%) contingency;
2. Direct the Finance Director to initiate a Purchase Order to Wastewater Solids Management Company for a not to exceed amount of \$37,840 per digester, which includes prevailing wage and a ten percent (10%) contingency for each digester; and 3. Direct the Finance Director to make payment to Wastewater Solids Management Company upon receipt of invoice approved by the Public Works Director.

Documentation: M.O. 06-011519

Disposition: Approved.

7. RECONCILIATION OF CONSULTANT SERVICE AGREEMENTS - SURVEYING SERVICES

Recommendation: That the City Council:

1. Authorize the Public Works Director to execute the Consultant Service Agreements with QK, as this firm has secured all clientele of James Winton and Associates;
2. Authorize progress payments up to 100% of the agreed upon fee amounts; and
3. Authorize a 10% contingency to cover unforeseen costs.

Documentation: M.O. 07-011519

Disposition: Approved.

8. PROGRAM SUPPLEMENT TO THE ADMINISTERING AGENCY-STATE AGREEMENT – 2 CNG-POWERED MUNICIPAL SOLID WASTE TRUCKS

Recommendation: That the City Council:

1. Approve the program supplement by adopting a Resolution authorizing the Mayor to sign the subject program supplement; and
2. Direct the City Clerk to return the signed program supplement to the Department of Transportation.

Documentation: Resolution No. 01-2019

Disposition: Approved.

9. CALIFORNIA EMERGENCY MANAGEMENT AGENCY (CALEMA) - DESIGNATED POSITIONS AUTHORIZED TO ACT OF CITY'S BEHALF

Recommendation: That City Council:

1. Designate the Public Works Director, City Engineer, and Finance Director as the duly approved and authorized representatives for the City of Porterville in matters associated with CALEMA;
2. Authorize the Mayor to execute the attached OES Form 130 that informs CALEMA who the City's authorized representatives are; and
3. Direct the Public Works Director to transmit the completed OES Form 130 to CALEMA.

Documentation: Resolution No. 02-2019

Disposition: Approved.

10. EXTENSION OF TIME FOR SIERRA VALLEY TENTATIVE SUBDIVISION MAP

Recommendation: That the City Council adopt the draft Resolution approving the extension of time for the Sierra Valley Tentative Subdivision Map.

Documentation: Resolution No. 03-2019

Disposition: Approved.

11. EXTENSION OF TIME FOR AMALENE ESTATES TENTATIVE SUBDIVISION MAP

Recommendation: That the City Council adopt the draft Resolution approving the extension of time for the Amalene Estates Tentative Subdivision Map.

Documentation: Resolution No. 04-2019

Disposition: Approved.

12. CDBG Citizens' Advisory and Housing Opportunity Committee

Recommendation: That the City Council:

1. Adopt the 2019/20 Citizen Participation Plan; and
2. Appoint existing committee members: Pat Contreras, Maria Gonzalez, Doug Heusdens, Kelle Jo Lowe, Linda Mendez, Grace Muños-Rios, and Rebecca Vigil, to the Citizens' Advisory and Housing Opportunity Committee for a 1-year term.

Documentation: M.O. 08-011519

Disposition: Approved.

13. INTENT TO SCHEDULE A PUBLIC HEARING TO CONSIDER ADJUSTMENT OF RENTABLE PARK SPACE FEES

Recommendation: That the City Council schedule a Public Hearing for February 5, 2019, to allow for public comment and to consider adjusting rentable park space fees.

Documentation: M.O. 09-011519

Disposition: Approved.

14. FACILITY USE AGREEMENT RENEWAL FOR HAYES FIELD BETWEEN THE CITY OF PORTERVILLE AND PORTERVILLE GIRLS FASTPITCH

Recommendation: That the City Council authorize the renewal of the facility use agreement, and the concession license, between the City of Porterville and Porterville Girls Fastpitch and authorize and direct the Mayor to execute the same.

Documentation: M.O. 10-011519

Disposition: Approved.

15. PROPOSED BUDGET CALENDAR FOR FISCAL YEAR 2019-2020 AND SCHEDULING OF CITY COUNCIL PRIORITY PROJECTS STUDY SESSION

Recommendation: That the City Council:

1. Approve the scheduling of its Priority Project Study Session for Tuesday, March 12, 2019, beginning at 5:30 P.M. in Council Chambers; and
2. Approve the proposed budget calendar for the 2019-2020 fiscal year.

Documentation: M.O. 11-011519

Disposition: Approved.

16. STATUS AND REVIEW OF DECLARATION OF LOCAL EMERGENCY

Recommendation: That the City Council receive the report of status and review of the Declaration of Local Emergency and determine the need exists to continue said Declaration.

Documentation: M.O. 12-011519

Disposition: Approved.

PUBLIC HEARINGS

17. APPROVAL OF A CONDITIONAL USE PERMIT FOR TYPE 47 GENERAL - EATING PLACE ALCOHOL LICENSE AT 22 E. OAK AVENUE

Recommendation: That the City Council:

1. Adopt the draft Resolution approving Conditional Use Permit (PRC 2018-046-C); and
2. Authorize the Mayor to sign the Letter of Public Convenience or Necessity.

City Manager John Lollis introduced the item, and Community Development Director Jenni Byers presented the staff report.

The Public Hearing was opened at 7:55 p.m.

- Greg Woodard, applicant, spoke of the project as a labor of love and provided details of amenities.
- Anton Bahsra, congratulated Mr. Woodard for bringing more business to downtown; expressed concerns regarding parking in the area; and requested that the City address the issue.

The Public Hearing was closed at 7:59 p.m.

Members of the Council lauded the project and briefly discussed parking.

COUNCIL ACTION: MOVED by Vice Mayor Brian Ward, SECONDED by Council Member Daniel Peñaloza that the City Council adopt the draft Resolution approving Conditional Use Permit (PRC 2018-046-C), and authorize the Mayor to sign the Letter of Public Convenience or Necessity. The motion carried unanimously.

Documentation: Resolution No. 05-2019

Disposition: Approved.

SCHEDULED MATTERS

18. CALIFORNIA STATE WATER RESOURCES CONTROL BOARD GRANT APPLICATION FOR PROVIDING WATER TO AKIN WATER COMPANY - PHASE 2

Recommendation: That the City Council:

1. Consider testimony of Water Boards staff; and
2. Direct the Public Works Director on how to proceed.

City Manager Lollis introduced the item, and Public Works Director Mike Reed presented the staff report.

Discussion followed during which members of the Council expressed their frustration and disappointment in the State Waterboards' decision not to follow through on funding of a municipal water well, and expressed their hope that the State would honor its side of the agreement.

In response to questions by the Council, Mr. Reed elaborated on the options presented, which included: 1. Request that Water Boards honor the original agreement; 2. Request that Water Boards execute the Akin Water Company Consolidation Construction application, including the municipal water well, and the City finance one of the wells associated with the East Porterville Water Supply Project; or 3. Continue with the East Porterville Water Supply Project, related to the additional capacity needs, and the City finance the municipal well as planned for the Akin Water Consolidation Project. He spoke in favor of the second option.

- Rachel Ray, Assemblyman Mathis' Office, stated that Assemblyman Mathis was committed to ensuring access to clean water; she expressed his continued support of the City of Porterville; and stated that he was hopeful for continued collaboration between the City and Waterboards.
- James Mahn, Assistant Deputy Director for the Financial Division of Waterboards, stated that the State did not want to fund additional capacity; and expressed appreciation for the City helping its neighbors.

Discussion followed regarding the delay of the Akin well, concerns moving forward with regard to State water regulations and capacity, and the future need for recycled water projects.

At the recommendation of Public Works Director Reed, the Council directed staff to meet with Waterboards to discuss the options presented and bring back the item in two weeks.

Documentation: None
Disposition: Direction given

The Council took a ten minute recess at 9:31 p.m.

19. CONSIDERATION OF PROJECT PRIORITY OF MEASURE R-FUNDED BICYCLE/PEDESTRIAN IMPROVEMENTS

Recommendation: That the City Council provide direction in the determination of project priority for Measure R-funded bicycle/pedestrian improvements.

City Manager Lollis introduced the item and presented the staff report.

Ted Smalley, TCAG Executive Director, spoke of funds anticipated and recommended the City have projects ready to go to construction.

COUNCIL ACTION: MOVED by Council Member Milt Stowe, SECONDED by Vice Mayor Brian Ward that the City Council approve prioritization of 1, 4, 2, and 3. The motion carried unanimously.

Documentation: M.O. 13-011519

Disposition: Approved.

20. IMPLEMENTATION OF MEASURE I: APPROVING CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION AGREEMENTS

Recommendation: That the City Council approve the implementation of Measure I Sales Tax with the following action:

1. Adopt the draft Resolution Authorizing the City Manager to Execute Agreements with the California Department of Tax and Fee Administration for Implementation of a Local Transactions and Use Tax; and
2. Adopt the draft Resolution Authorizing the Examination of Transactions (Sales) and Use Tax Records.

City Manager Lollis introduced the item, and the staff report was waived at the Council's request.

Council Member Peñaloza requested that the Council consider requiring that the composition of the Transactions and Use Tax Committee consist of at least one resident from each district. City Attorney Lew advised that it would be appropriate to make that suggestion during consideration of Item No. 21.

COUNCIL ACTION: MOVED by Vice Mayor Brian Ward, SECONDED by Council Member A. Monte Reyes that the City Council adopt the Resolution Authorizing the City Manager to Execute Agreements with the California Department of Tax and Fee Administration for Implementation of a Local Transactions and Use Tax; and adopt the Resolution Authorizing the Examination of Transactions (Sales) and Use Tax Records. The motion carried unanimously.

Documentation: Resolution No. 06-2019; Resolution No. 07-2019

Disposition: Approved.

21. CONSIDERATION OF MEASURE I PROPOSED EXPENDITURE PLAN

Recommendation: That the City Council consider the proposed Measure I Expenditure Plan, approving modifications as determined.

City Manager Lollis introduced the item and presented the staff report.

A discussion of the proposed expenditure plan followed, during which staff elaborated on staffing and road improvement programs. Members of the Council expressed support of the proposed plan, and Vice Mayor Ward voiced concerns pertaining to the implementation of new street programs and improvements in annexed areas.

COUNCIL ACTION: MOVED by Council Member Milt Stowe, SECONDED by Mayor Martha Flores that the City Council approve the proposed Measure I Expenditure Plan. The motion carried unanimously.

Documentation: M.O. 14-011519

Disposition: Approved.

22. CONSIDERATION OF THE CITY COUNCIL PROCEDURAL HANDBOOK

Recommendation: That the City Council consider the City Council Procedural Handbook, and adopt changes to the Handbook and/or provide direction to staff as deemed appropriate.

City Manager Lollis introduced the item and presented the staff report.

During the Council's discussion it was noted that policies pertaining to electronic devices and e-mail retention were referenced but missing and the Performance Evaluation was out of date. In addition, it was requested that districts be taken into consideration as it pertained to events and activities, the handling of constituent reported issues, etc.

The Council spoke of activities taking place within districts, and City Attorney Lew advised that the use of City resources be approved by the City Council. The proclamation process was also briefly discussed.

Staff was directed to bring back handbook with electronic device and email retention policies, an updated performance evaluation form, districts events policy, and moving AB1234 Reports to the end of the meeting before Other Matters.

Documentation: None

Disposition: Direction given.

Adjourned at 10:34 p.m. to a joint meeting of the Porterville City Council and the Successor Agency to the Porterville Redevelopment Agency.

JOINT MEETING OF PORTERVILLE CITY COUNCIL AND SUCCESSOR AGENCY TO THE PORTERVILLE REDEVELOPMENT AGENCY

291 NORTH MAIN STREET, PORTERVILLE, CA 93257
JANUARY 15, 2019

Roll Call: Agency/Council Member Peñaloza, Agency/Council Member Reyes, Agency/Council Member Stowe, Vice Chair/Mayor Ward, and Chair/Mayor Flores

WRITTEN COMMUNICATION

None

ORAL COMMUNICATIONS

None

JOINT CC/SA SCHEDULED MATTERS

23. DESIGNATION OF GOVERNMENTAL USE PROPERTIES BY SUCCESSOR
AGENCY AND ACCEPTANCE THEREOF BY CITY COUNCIL

Recommendation: That the Successor Agency:

1. Adopt the draft SA Resolution 2019-01 designating the Properties as Governmental Use property under the Dissolution Act; and
2. Authorize the City Manager and Successor Agency Attorney to make any augmentation, modification, additions, or revisions as may be necessary;
3. Authorize the Chairwoman and Executive Director to sign all necessary documents.

That the City Council:

1. Adopt the draft Resolution accepting title to the Properties;
2. Authorize the City Manager and City Attorney to make any augmentation, modification, additions, or revisions as may be necessary;
3. Authorize the Mayor and City Manager to sign all necessary documents; and
4. Provide direction to the staff for the Landscape and Maintenance District No. 25.

City Manager Lollis introduced the item and presented the staff report.

AGENCY ACTION: MOVED by Member Milt Stowe, SECONDED by Chair Martha Flores that the Successor Agency adopt the draft SA Resolution 2019-01 designating the Properties as Governmental Use property under the Dissolution Act; authorize the City Manager and Successor Agency Attorney to make any augmentation, modification, additions, or revisions as may be necessary; and authorize the Chairwoman and Executive Director to sign all necessary documents.

Documentation: SA Resolution No. 2019-01

Disposition: Approved.

COUNCIL ACTION: MOVED by Council Member Milt Stowe, SECONDED by Mayor Martha Flores that the City Council adopt the draft Resolution accepting title to the Properties; authorize the City Manager and City Attorney to make any augmentation, modification, additions, or revisions as may be necessary; and authorize the Mayor and City Manager to sign all necessary documents.

Documentation: Resolution No. 08-2019

Disposition: Approved.

Adjourned to a meeting of the Porterville City Council at 10:39 p.m.

ORAL COMMUNICATIONS

None

OTHER MATTERS

- Council Member Reyes stated that a formal recommendation from the Cannabis Ad Hoc Committee was forthcoming; addressed comments made during Oral Communications; and encouraged reporting of burning to the San Joaquin Valley Air Pollution Control District.
- Council Member Peñaloza thanked the public for their comments; assured the community that the Council was concerned about issues concerning homeless; thanked law enforcement for its efforts to keep the community safe; and thanked City Manager Lollis and staff for assistance.
- Vice Mayor Ward wished everyone a happy New Year; and spoke of the days of late night City Council meetings and patriotic street striping.
- Mayor Flores spoke of her attendance at the Swearing in Ceremony of Supervisor Dennis Townsend, Habitat for Humanity wall lifting event, and the Exchange Club's upcoming Public Safety Recognition Dinner.
- Council Member Stowe Porterville College spoke of upcoming Hall of Fame Awards Dinner and Banquet on February 1st.
- City Manager Lollis spoke of the City's receipt of recognition for energy conservation, Annual TCAG Awards, Project Homeless Connect, and SCE recognition for Transit Electrification Project and Council Member Stowe.

CLOSED SESSION

None

ADJOURNMENT

The Council adjourned at 10:47 p.m. to the meeting of February 5, 2019.

Luisa M. Zavala, Deputy City Clerk

SEAL

Martha Flores, Mayor

**CITY COUNCIL MINUTES
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
FEBRUARY 5, 2019, 5:30 PM**

Call to Order 5:30 p.m.

Roll Call: Council Member Daniel Peñaloza, Council Member Monte Reyes, Council Member Milt Stowe, Vice Mayor Brian Ward, Mayor Milt Stowe

ORAL COMMUNICATIONS

None

CITY COUNCIL CLOSED SESSION:

A. Closed Session Pursuant to:

- 1** - Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: 140 S. C Street. Agency Negotiator: John Lollis. Negotiating Parties: City of Porterville and Porterville Unified School District. Under Negotiation: Terms and Price.
- 2** - Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: 1700 S. Newcomb Street. Agency Negotiator: John Lollis. Negotiating Parties: City of Porterville and Teddy G and Linda G Bastian. Under Negotiation: Terms and Price.
- 3** - Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: 53 N. Main Street. Agency Negotiator: John Lollis. Negotiating Parties: City of Porterville and Cornerstone Main Partners, L.P. Under Negotiation: Terms and Price.
- 4** - Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: APNs: 253-050-089 and 253-050-093. Agency Negotiator: John Lollis. Negotiating Parties: City of Porterville and James Gregory Shelton. Under Negotiation: Terms and Price.
- 5** - Government Code Section 54956.95 – Liability Claim: Claimant: GEICO Insurance A/S/O Somphone Khamninh. Agency claimed against: City of Porterville.
- 6** - Government Code Section 54956.95 – Liability Claim: Claimant: Liberty Mutual Insurance A/S/O The Lunch Box dba LB North. Agency claimed against: City of Porterville.
- 7** - Government Code Section 54956.9(d) (3) – Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation: Two (2) cases in which facts are not yet known to potential plaintiff.
- 8** - Government Code Section 54956.9(d)(4) – Conference with Legal Counsel – Anticipated Litigation – Initiation of Litigation: One case.

6:37 P.M. RECONVENED OPEN SESSION AND REPORTED ON REPORTABLE ACTION TAKEN IN CLOSED SESSION

City Attorney Lew reported action pertaining to A-5 and A-6, as follows:

- A-5. On a MOTION made by Council Member Milt Stowe, and SECONDED by Vice Mayor Brian Ward the City Council unanimously rejected the claim filed by GEICO Insurance A/S/O Somphone Khamninh.

Documentation: M.O. 01-020519

Disposition: Claim rejected.

A-6. On a MOTION made by Council Member Milt Stowe, and SECONDED by Mayor Martha A. Flores the City Council unanimously rejected the claim filed by Liberty Mutual Insurance A/S/O The Lunch Box dba LB North.

Documentation: M.O. 02-020519

Disposition: Claim rejected.

The Pledge of Allegiance was led by Mayor Martha A. Flores.

Invocation -- one individual participated.

PRESENTATIONS

Employee of the Month - Tony Arellano

AB 1234 REPORTS

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

1. Tulare County Task Force on Homelessness - January 16, 2019

Mayor Flores reported on public comments pertaining to homelessness, receipt of a report about Visalia's warming center, Homeless Plan sub-committee and consideration of consultant plans submitted, and the next meeting on February 20, 2019.

2. Tulare County Economic Development Corp. (TCEDC) - January 23, 2019

Council Member Peñaloza spoke of introduction of new members, review of financial reports, review of board officer status, economic development strategy, and the next meeting on February 27, 2019.

3. Tulare County City Selection Committee - January 28, 2019

Mayor Flores reported on action pertaining to the appointment of Greg Gomez and Jose Sigala to the San Joaquin Valley Air Pollution Control District Citizens' Advisory Committee as regular and alternate members respectively.

4. Tulare County Association of Governments (TCAG) - January 28, 2019

Mayor Flores reported on approval of results of the 2018 Tulare County Intersection Monitoring Program, Amendment No. 4 to the 2018/19 Overall Work Plan, Local Clearinghouse Review (LCR): Poplar Community Service District for West Water Well Replacement Project, extension of the \$55 price of the T-Pass until May 31, 2019, and negotiation of an agreement with Tulare County to conduct outreach related to the California Complete Count 2020 Census; receipt of informational reports and presentations; and the next meeting to take place on February 25, 2019.

Mayor Flores also reported on her attendance at the TCAG Board Training on January 31st. The training consisted of review of board responsibilities, Brown Act, conflicts of interest, and public records requests.

5. Cannabis Ad Hoc Committee - January 9, 2019

Council Member Reyes reported on discussion pertaining to several documents and planning a trip to a dispensary in the near future.

6. Council of Cities - January 16, 2019

Mayor Flores reported on discussion pertaining to the large city representative on LAFCO, new laws regarding street vendors and sleeping on sidewalks, and an AB1661 Sexual Harassment Prevention Training opportunity hosted by City of Visalia to take place in June.

7. New Mayors & Council Members Academy - January 30-February 1, 2019

Council Member Peñaloza reported on sessions attended regarding ethics, sexual harassment prevention, meeting conduct, council-manager relationships, financial responsibilities, and communication and civic engagement.

8. San Joaquin Valley Air Pollution Control District Governing Board - January 17, 2019

Council Member Reyes reported that he was unable to attend and that the next meeting was on February 21st.

REPORTS

I. Staff Informational Reports

1. Golf Course 2nd Quarter Report - FY 2018/19
2. OHV Park 2nd Quarter Report - FY 2018/19
3. Building Permit Activity 2nd Quarter Report - FY 2018/19
4. Street Performance Measure 2nd Quarter Report - FY 2018/19
5. Code Enforcement 2nd Quarter Report - FY 2018/19
6. Report on Charitable Car Washes - 2018 Calendar Year
7. City Commissions and Committee Attendance - 2nd Quarter Report FY 2018/19

8. Progress Report - CA State Water Resources Control Board Grant Application for the Provision of Water to Akin Water Company - Phase 2

At the Mayor's request, City Manager Lollis provided a brief report of a recent conference call.

ORAL COMMUNICATIONS

- Ellen Nichols, Porterville, requested that speakers identify themselves prior to comments; and spoke of the Internet proposals presented by students.
- Pat Beck, Porterville Friends of the Library, spoke of discussions regarding the lease of the Stout Building and a lack of communication to that regard. She requested that the City let them know what was planned so that they could plan accordingly.
- Greg Shelton, Porterville, provided an update regarding cannabis activity in surrounding communities; and spoke of a remodel of his property behind Rite Aid at 60 W. School.
- Brian Thoburn, Government Relations Manager for Southern California Edison, congratulated the City and its staff for its recognition as a Clean Energy Champion; and spoke of the installation of LED lights and the Lake Success Transmission Project.
- Dennis Townsend, District 5 Tulare County Supervisor, stated that he looked forward to working with the City Council; and congratulated Council Member Peñaloza and Mayor Flores

CONSENT CALENDAR

City Manager Lollis indicated that he had conflicts of interest pertaining to Item Nos. 9 and 13. There were no items pulled from the Consent Calendar for discussion.

COUNCIL ACTION: MOVED by Vice Mayor Brian Ward, SECONDED by Council Member Monte Reyes that the City Council approve Items Nos. 1 through 15. The motion carried unanimously.

1. CITY COUNCIL MINUTES OF NOVEMBER 27, 2018

Recommendation: That the Council approve the draft Minutes of November 27, 2018.

Documentation: M.O. 03-0205

Disposition: Approved.

2. PURCHASE OF FIREARMS

Recommendation: That the City Council:

1. Authorize Department Staff to purchase nine (9) Colt M4 , .223 caliber rifles from PROFORCE Law Enforcement for the amount of \$8,887.84; and
2. Authorize payment upon receipt of the rifles.

Documentation: M.O. 04-020519

Disposition: Approved.

3. AUTHORIZATION TO PURCHASE SPECIALIZED EQUIPMENT - POLYMER FEED SYSTEM

Recommendation: That Council:

1. Award the purchase of specialized equipment to VeloDyne for a do not exceed amount of \$19,004.37, which includes freight, taxes and a ten percent contingency;
2. Direct the Finance Director to initiate a Purchase Order to VeloDyne for a do not exceed amount of \$19,004.37, which includes freight, taxes and a ten percent (10%) contingency; and 3. Direct the Finance Director to make payment to VeloDyne upon receipt of invoice approved by the Public Works Director.

Documentation: M.O. 05-020519

Disposition: Approved.

4. APPROVE THE PURCHASE OF FOURTEEN PASSENGER SHELTERS AND FOUR LED SOLAR-POWERED SHELTER KITS

Recommendation: That City Council authorize the purchase of fourteen (14) passenger shelters and four (4) solar LED kits for fixed route service in the amount of \$120,166.94.

Documentation: M.O. 06-020519

Disposition: Approved.

5. APPROVE THE PURCHASE OF SIX ON-BOARD SECURITY CAMERA SYSTEMS

Recommendation: That City Council authorize the purchase of six (6) on-board security camera systems to replace the aged systems on six existing transit buses in the amount of \$54,969.61.

Documentation: M.O. 07-020519

Disposition: Approved.

6. AWARD OF CONTRACT - WELL NO. 37 PROJECT

Recommendation: That City Council:

1. Award the Well No. 37 Project to Zim Industries, Inc. in the amount of \$745,480;
2. Authorize progress payments up to 95% of the contract amount; and
3. Authorize \$121,097 for construction management, contingency, and surveying services.

Documentation: M.O. 08-020519

Disposition: Approved.

7. AUTHORIZATION TO ADVERTISE FOR PROPOSALS - REVENUE SHARING TRANSIT ADVERTISING

Recommendation: That the City Council authorize staff to issue requests for proposals for revenue sharing transit advertising.

Documentation: M.O. 09-020519

Disposition: Approved.

8. COMMUNITY CLEAN-UP EVENTS

Recommendation: That City Council:

1. Declare April 13, 2019, "Spring Clean-Up Day" and October 19, 2019, "Fall Clean-Up Day";
2. Encourage all residents to clean up their properties and take advantage of these special opportunities offered by the City; 3. Authorize the City to accept trash, litter, and yard clippings delivered by City residents receiving City residential refuse service to the Spring and Fall Clean-Up Events for free disposal; and

3. Authorize the cost of both events be funded from the Solid Waste Operating Budget.

Documentation: M.O. 10-020519

Disposition: Approved.

9. REIMBURSEMENT FOR THE CONSTRUCTION OF REDWOOD STREET WATER MASTER PLAN IMPROVEMENTS - BURTON SCHOOL DISTRICT NEW 6-8 MIDDLE SCHOOL AT THE NORTHEAST CORNER OF THURMAN AVENUE AND REDWOOD STREET

Recommendation: That the City Council:

1. Accept the water master plan improvements related to the new Burton 6-8 middle school for maintenance;
2. Approve reimbursement to Burton School District per Section 25-32.3 of the City of Porterville Municipal Code; and
3. Authorize the Finance Director to disburse \$300,778.33 to Burton School District.

Documentation: M.O. 11-020519

Disposition: Approved.

10. STATUS REPORT - DEVELOPER IMPACT FEES

Recommendation: That the City Council accept the Status Report on Developer Impact Fees for the Fiscal Year ended June 30, 2018.

Documentation: M.O. 12-020519

Disposition: Approved.

11. QUARTERLY PORTFOLIO SUMMARY

Recommendation: That the City Council accept the quarterly Investment Portfolio Summary Report.

Documentation: M.O. 13-020519

Disposition: Approved.

12. FINANCIAL STATUS REPORTS

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

Documentation: M.O. 14-020519

Disposition: Approved.

13. REQUEST FOR PROCLAMATION - TEEN DATING VIOLENCE AWARENESS & PREVENTION MONTH - FEBRUARY 2019

Recommendation: That the City Council consider approval of the request to proclaim the month of February 2019, as "Teen Dating Violence Awareness and Prevention Month."

Documentation: M.O. 15-020519

Disposition: Approved.

14. APPROVAL FOR COMMUNITY CIVIC EVENT - BOYS AND GIRLS CLUBS OF TULARE COUNTY, INC. - LOVE OUR KIDS 5K FUN RUN - MARCH 9, 2019

Recommendation: That the City Council approve the Community Civic Event Application and Agreement from the Boys and Girls Club of Tulare County, Inc., subject to the Restrictions and Requirements contained in the Application and Agreement, Exhibit A and Exhibit B of the Community Civic Event Application.

Documentation: M.O. 16-020519

Disposition: Approved.

15. STATUS AND REVIEW OF DECLARATION OF LOCAL EMERGENCY

Recommendation: That the City Council receive the report of status and review of the Declaration of Local Emergency and determine the need exists to continue said Declaration.

Documentation: M.O. 17-020519

Disposition: Approved.

Following approval of the Consent Calendar, a proclamation proclaiming the month of February 2019, as "Teen Dating Violence Awareness and Prevention Month" was presented.

PUBLIC HEARINGS

16. CONDITIONAL USE PERMIT FOR A TYPE 21 OFF-SALE GENERAL LICENSE IN CONJUNCTION WITH AL'S MINI MART

Recommendation: That the City Council:

1. Adopt the draft Resolution approving Conditional Use Permit (PRC 2018-054-C); and
2. Authorize the Mayor to sign the Letter of Public Convenience or Necessity.

City Manager John Lollis introduced the item, and Community Development Director Jenni Byers presented the staff report, during which she recommended the addition of a condition pertaining to the existing batting cages as Condition No. 7.

The Public Hearing was opened at 7:23 p.m. and closed at 7:24 p.m. when no one came forward.

There was brief discussion of staff's proposed amendment pertaining to the batting cages and maintenance of the property.

COUNCIL ACTION: MOVED by Council Member Daniel Peñaloza, SECONDED by Mayor Milt Stowe that the City Council adopt the draft Resolution approving Conditional Use Permit (PRC 2018-054C), as amended by staff to include Condition No. 7, and authorize the Mayor to sign the Letter of Public Convenience or Necessity. The motion carried unanimously.

Documentation: Resolution No. 09-2019

Disposition: Approved.

17. MODIFICATION NO. 1 TO CONDITIONAL USE PERMIT 8-74 FOR THE NEW PORTERVILLE RESCUE MISSION

Recommendation: That the City Council consider Modification No. 1 to Conditional Use Permit 8-74 and adopt the draft Resolution. City Manager Lollis introduced the item, and Community Development Director Byers presented the staff report.

City Manager John Lollis introduced the item, and Community Development Director Jenni Byers presented the staff report.

The Public Hearing was opened at 7:35 p.m.

- Dennis Townsend, Townsend Architectural Group, thanked staff for working with The Rescue Mission to address issues; and stated that he would try to help get the building into compliance with codes.
- Rick Terrell, Rescue Mission Program Graduate, credited his success after prison to the Rescue Mission; and spoke in support of the New Rescue Mission and its services as a program participant.
- Billie Wallace, neighbor to The New Rescue Mission, stated that the caring individuals at The Rescue Mission helped her to get clean.
- Jennifer (last name not given) stated that she had stayed at The Rescue Mission for a year and the services and support received while living at the facility were instrumental to her changing her life for the better.
- Jerry Clark stated that he found God at The Rescue Mission and credited Sister Esther for her teachings.
- Gregory Armstrong spoke of how Sister Esther helped him to stay clean.
- Greg Shelton, Porterville, stated that he owned property near The Rescue Mission and thought that it was doing a pretty good job.
- Joseph Avila stated that he had participated in other programs unsuccessfully, and attributed his discovery of humanity and Christ to Sister Esther and The Rescue Mission.
- Christina credited the Bible studies offered for keeping her out of jail.
- Armando (last name not given) stated that he was getting back on his feet thanks to The Rescue Mission.

- Joseph Ramirez voiced his appreciation for assistance getting his documents to work and for the providing him a warm bed to survive the cold weather.
- Mike thanked Sister Esther and stated that Christ was the answer.
- Michelle McCarthy stated that other facilities had considered her a liability due to medical issues; spoke of support and services received from The Rescue Mission; and voiced appreciation for the opportunity to help out with the programs.
- Jamie Nemesec spoke of her capstone project and stated that services were instrumental in the integration of people back into society.
- Patricia Torres, Porterville, spoke in support of The New Rescue Mission and of the resources available.
- Jim McFarland spoke in support of the facility and thanked City staff for its efforts to work with The New Rescue Mission.
- Orlando (last name not given) spoke in support and of the help his family has received.
- (first name inaudible) Marquez spoke of his experiences at other places and of the teaching and support received at The New Porterville Rescue Mission.
- Kathy Quinn, Project Homeless Connect Chair, spoke of community partnerships as essential to address homelessness, and commended the City for its efforts to address the issue.
- Tracy Parks, New Porterville Rescue Mission volunteer, stated that she had witnessed many of the testimonies first hand and spoke of the need for the services provided.
- Danae Hartsel spoke in support of Esther and her mission to conquer hopelessness and despair in the community.
- Janetta (last name not given) stated that she and her boyfriend were dropped off at the facility, and spoke of the spiritual teaching offered and how it has changed her life.
- Vicki Blair, Blair Electric, spoke in support of Esther and what she was doing for the community.
- Dusty Gonzalez indicated that she was suicidal before being dropped off at the shelter, that she had since found Christ, and expressed gratitude for Esther and her shelter family.

The Public Hearing was closed at 8:15 p.m.

Community Development Director Jenni Byers stated that the house to the north of the shelter was not part of the conditional use permit (CUP), and to her understanding was where the woman and children stayed. In addition, Ms. Byers clarified that the existing CUP was for a church, so the modification would allow for its operation as a shelter.

Discussion ensued regarding parking, sheltering of families, programs, compliance efforts to date, and of a growing need in the community for the types of services described by those who had spoken. Members of the Council expressed support for resources, appreciation to staff for efforts to date, and concerns regarding the operational plan.

COUNCIL ACTION: MOVED by Council Member Daniel Peñaloza, SECONDED by Mayor Milt Stowe that the City Council adopt the draft resolution approving Modification No. 1 to Conditional Use Permit 8-74.

AYES: Peñaloza, Stowe, Ward, Flores
 NOES: Reyes

ABSTAIN: None
ABSENT: None

Documentation: Resolution No. 10-2019
Disposition: Approved.

The Council took a ten minute recess at 8:39 p.m.

18. RENTABLE PARK AREA FEES

Recommendation: That the City Council:

1. Conduct a Public Hearing to solicit comment on the proposed rentable park area fees; and
2. Consider adoption of the draft Resolution approving the new rentable park area fees of \$35/day for all uncovered rentable picnic areas and \$45/day for all covered pavilions.

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

The Public Hearing was opened at 8:52 p.m. and closed at 8:52 p.m. when no one came forward.

Discussion ensued regarding the rates of other cities, and rate structures based on covered and uncovered pavilions, peak and non-peak hours/seasons, hourly and/or all day, resident and non-resident, amenities, etc.

In response to Council comments and questions, staff elaborated on maintenance costs and staffing associated with utilization of pavilions by blocks of time versus an all-day reservation. City Attorney Lew advised that another public hearing would be required if the Council wished to have different fees proposed, but the Council could approve the proposed fees in the meantime.

COUNCIL ACTION: MOVED by Mayor Milt Stowe, SECONDED by Council Member Martha Flores that the City Council adopt the resolution approving the new rentable park area fees of \$35/day for all uncovered rentable picnic areas and \$45/day for all covered pavilions. The motion failed.

AYES: Stowe, Flores
NOES: Peñaloza, Reyes, Ward
ABSTAIN: None
ABSENT: None

Following the vote, staff was directed to evaluate cost recovery and propose fee structures taking into consideration rates based on time, amenities, and residency.

Documentation: M.O. 18-020519
Disposition: Motion failed; Direction given.

SCHEDULED MATTERS

19. CONSIDERATION OF HOMELESS EMERGENCY AID PROGRAM FUNDING OPPORTUNITIES FOR WARMING CENTER

Recommendation: That the City Council:

1. Provide direction for the use of HEAP funding; and
2. If the City Council would like to resubmit the letter of intent, that the City Council approve the draft Porterville Warming Center Standard Policies and Operating Procedures.

City Manager Lollis introduced the item, and Community Development Director Byers presented the staff report. In response to questions from the Council, staff spoke of the timeline associated with implementation of a warming center and provided clarification regarding the funding available. Staff was then directed to focus on navigation center efforts going forward.

Documentation: None
Disposition: Direction given.

20. CONSIDERATION OF MODIFICATION TO MUNICIPAL CODE CHAPTER 15, ARTICLE IX: MASSAGE BUSINESSES AND PRACTITIONERS

Recommendation: That the City Council provide direction in the regulation of massage businesses and practitioners.

City Manager Lollis introduced the item and presented the staff report.

- John Hardin stated that his wife was in the process of applying for her California Massage Therapy Council (CAMTC) certification as required by the ordinance, but that the process could take six to nine months. He indicated that she had worked in Porterville as a massage therapist prior to the ordinance being adopted and currently had a business license to work in Exeter.
- Michelle Hardin stated that she had been certified by an organization prior to the existence of CAMTC, and requested the ability to work in Porterville while her application was being processed.

Discussion followed regarding Mrs. Hardin's circumstances, and the Council explored amending the existing ordinance to include a provisional permit that could be issued for a period of six to nine months. Staff was directed to bring back a draft ordinance to allow for a limited exception to the business license requirements for individuals who are in the process of obtaining their certification from CAMTC.

Documentation: None
Disposition: Direction given.

ORAL COMMUNICATIONS

None

OTHER MATTERS

- Council Member Stowe spoke of his attendance at the Porterville College Foundation Hall of Fame Awards Banquet, and expressed appreciation for staff and the Council wearing red in observance of Heart Health month.
- Council Member Peñaloza spoke of visits to various departments to educate himself about City operations, and thanked staff for being so accommodating and helpful.
- Vice Mayor Ward spoke of comments made by Brian Thoburn regarding replacement of lights, and encouraged the cannabis ad hoc committee to bring an item back to the Council with their recommendation.
- Mayor Flores spoke of her attendance at the TCAG Local Motion Awards, and congratulated staff for the recognition received.
- City Manager Lollis spoke of Project Homeless Connect participants, and expressed appreciation for the efforts to organize the event.
- Community Development Director Byers announced the Community Development Block Grant Community Stakeholder meeting scheduled for February 12th.

CLOSED SESSION

None

ADJOURNMENT

The Council adjourned at 10:09 p.m. to the meeting of February 19, 2019.

SEAL

Luisa M. Zavala, Deputy City Clerk

Martha A. Flores, Mayor

**CITY COUNCIL MINUTES
CITY HALL 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
1960 BRYOR COURT, MERCED, CA 95340
1128 W. 13TH STREET, MERCED, CA 95341
APRIL 23, 2019, 6:30 PM**

Called to order at 6:33 p.m.

Roll Call: Council Member Daniel Peñaloza (participated via phone call), Council Member Monte Reyes, Council Member Milt Stowe, Mayor Martha A. Flores

Absent: Vice Mayor Brian Ward

The Pledge of Allegiance was led by Council Member Monte Reyes.

Invocation – a moment of silence was observed.

ORAL COMMUNICATIONS

None

SCHEDULED MATTERS

1. CONSIDERATION OF CITY REPRESENTATIVES ON THE ETGSA

Recommendation: That the City Council considers members to be appointed to represent the City on the Eastern Tule Groundwater Sustainability Agency.

City Manager John Lollis introduced the item and presented the staff report.

Discussion took place regarding current activities of the board, which have required additional meetings that Council Member Reyes indicated were sometimes difficult to attend. He communicated his willingness to continue serving as the Member, and spoke of the importance of having additional representation with subject matter expertise and availability.

COUNCIL ACTION: MOVED by Council Member Stowe, SECONDED by Mayor Flores that the City Council appoint Council Member Reyes to continue representing the City on the Eastern Tule Groundwater Sustainability Agency, Public Works Director Mike Reed will serve as alternate.

Documentation: M.O. 01-042319

Disposition: Approved

ADJOURNMENT

The Council adjourned at 6:42 p.m. to the meeting of May 07, 2019.

SEAL

Luisa Zavala, Deputy City Clerk

Martha A. Flores, Mayor



CITY COUNCIL AGENDA – MAY 21, 2019

SUBJECT: Authorization to Repair Specialized Equipment - Waste Water Treatment Plant Aeration Blower #1

SOURCE: Public Works

COMMENT: Aeration blower #1 sustained damage to the blades of its impeller as a result of an object being pulled into the impeller air supply. The impeller rotates at approximately 17,000 rotations per minute and is balanced with very tight tolerances. The manufacturer, Piller, was contacted about the issue and they strongly recommended taking the blower out of service until the impeller is replaced. Since the impeller is no longer balanced it would cause extra load on the motor as it attempts to run an off-balanced impeller. Piller was concerned of additional damage to the bearings, motor or plant piping if the blower was left in operation.

Piller is the manufacturer and sole source for repairs of the Wastewater Treatment Facility blowers. Estimated cost to repair Blower #1 is \$22,910. Funds are available in the WWTF operating fund.

RECOMMENDATION: That City Council:

1. Authorize the repair of specialized equipment to Piller for a do not exceed amount of \$25,201, which includes freight, taxes and a ten percent (10%) contingency;
2. Direct the Finance Director to initiate a Purchase Order to Piller for a do not exceed amount of \$25,201 which includes freight, taxes and a ten percent contingency; and
3. Direct the Finance Director to make payment to Piller upon receipt of invoice approved by the Public Works Director.

ATTACHMENTS: 1. Blower #1 Estimate

Appropriated/Funded: MB

Review By:

Department Director:

Mike Reed, Acting Public Works Director

Final Approver: John Lollis, City Manager



Offer P19-60007



04/18/2019

item	Description	QTY	Unit	Unit Price	Total Item Value
Parts for Pillaerator LP-14000:					
1	LP-14000 Impeller Set 5924727110 Right lean impeller Cylinder pin x2 Cylinder head screw Spacing disc	1	Pc.	10,575.00	10,575.00 USD
2	Service Personnel - Arrival / Departure approx. 46,25 hours (travel time) = 7.405,00 USD - Works outside our factory approx. 8 hours = 855,00 USD - Special Tools = 560,00 USD - Airport Transfer costs = 170,00 USD - Flight costs = 2.245,00 USD - Rental Car costs = 395,00 USD - Hotel costs = 335,00 USD - Travel costs (daily rate) = 110,00 USD	1	Pc.	12,075.00	12,075.00 USD
3	Packing	1	Pc.	10.00	10.00 USD
4	Shipping	1	Pc.	250.00	250.00 USD

Total Offer Value

22,910.00 USD

Commercial notes

Delivery time:

Listed per Item, ARO and technical clarification
Stock Items are subject to prior sales.
Please allow 2-3 weeks for processing and shipment



CITY COUNCIL AGENDA – MAY 21, 2019

SUBJECT: Authorization for Refuse Truck Turbo Repair

SOURCE: Public Works

COMMENT: Vehicle #6670 is an active residential refuse truck which has experienced significant turbo failure and requires a turbo replacement, as well as the diesel particulate filter which was damaged when the turbo failed. This vehicle is powered by a Cummins diesel engine and must be repaired by a certified Cummins service center.

Staff is requesting authorization to utilize EM Tharp, which is the nearest Cummins engine service center, to perform the required turbo and particulate filter replacement at an estimated cost not to exceed \$16,359 (inclusive of all parts, taxes, labor, including a 10% contingency). Funds are available in the Solid Waste Maintenance Budget.

RECOMMENDATION: That the City Council:

1. Authorize residential refuse truck turbo repair by EM Tharp at a cost not to exceed \$16,359 (inclusive of all parts, taxes, labor, including a 10% contingency); and
2. Authorize payment of said repair upon satisfactory completion.

ATTACHMENTS: 1. 6670 Turbo Repair Quote

Appropriated/Funded: MB

Review By:

Department Director:

Mike Reed, Acting Public Works Director

Final Approver: John Lollis, City Manager

NOT POSTED TO FLEET

UPDATED: 05/13/19 12:40 pm PDT



Golden State Peterbilt - Porterville

15243 Road 192 Porterville, California 93257

Phone: (559) 782-5800



Case Number: 4752752 - Repair Order Number: PR110864

Purchase Order Number: n/a

Service Writer: Cruz, Michael - Case Date: 05/09/19 01:34 pm PDT

City Of Porterville	Unit #: 6670
Address: 291 NORTH MAIN STREET PORTERVILLE, CA 93257	Asset: 2008 AUTOCAR REFUSE Miles 100,108
Phone: (559) 782-7456	Serial #: 8H206415
Fax:	VIN: 5VDC6JF78H206415
Cust #: 2992	Engine: ISL
	Engine Hours: 13911

**Complaint:**

POSSIBLE TURBO CAME APART

Item	Operation	Labor	Parts	Core Charge	Total
1	TURBO POSSIBLY CAME APART Parts: (1.0) DRAIN CO, (1.0) KIT, ICP TURBOCHARGER, (1.0) KIT-VG TURBO ACTUATOR ISC, (12.0) RED COOLANT	\$852.00	\$4,559.57	\$0.00	\$5,411.57
2	T/S DPF/DOC FAILURE Parts: (1.0) DOC, (1.0) DPF, (1.0) INLET GASKET, (3.0) DPF GASKETS	\$284.00	\$4,406.76	\$0.00	\$4,690.76
3	R&R CAC, TURBO THREW METAL IN CAC Parts: (1.0) CAC, (1.0) CAC BOOTS & CLAMPS	\$852.00	\$2,468.85	\$0.00	\$3,320.85
4	REPLACE CRANKCASE FILTER Parts: (1.0) CRANKCASE FILTER	\$142.00	\$94.41	\$0.00	\$236.41

Parts: \$11,529.59**Labor:** \$2,130.00**Core:** \$0.00**Haz.** \$25.00**Waste:****Shop:** \$213.00**Freight:** \$0.00**Tax:** \$974.63**TOTAL:** \$14,872.22

This estimate is subject to teardown and inspection and is valid for 30 days from date above. I, the undersigned, authorize you to perform the repairs and furnish the necessary materials. I understand any costs verbally quoted are an estimate only and not binding. Your employees may operate vehicle for inspecting, testing and delivery at my risk. You will not be responsible for loss or damage to vehicle or articles left in it. AUTHORIZED

BY: _____ DATE: ____/____/____

Case #4752752**Parts Card**

Customer:	City Of Porterville	Date:	5/13/2019
Asset:	2008 AUTOCAR REFUSE ISL	Repair Status:	Hold (auth)
Serial No:	8H206415	ETR:	None
Tag #:	1259310-CA	Wty Start:	
Unit No:	6670	Repair Order:	PR110864
Miles:	100,108	Purchase Order:	
Build:			
Engine:	ISL	E. Serial:	E. Model:
Trans:		T. Serial:	T. Model:
Complaint:	POSSIBLE TURBO CAME APART		
Cause:			

**TURBO POSSIBLY CAME APART**

Qty	Part No	Part	Unit Price	Total
1.0	BDTC553114	DRAIN CO	\$7.50	\$7.50
1.0	4034122RXCUM	KIT-VG TURBO ACTUATOR ISC	\$892.85	\$892.85
1.0	4352526RXCUM	KIT,ICP TURBOCHARGER	\$3,552.06	\$3,552.06
12.0	EC3501	RED COOLANT	\$8.93	\$107.16

*Total Part Price may include Core Charges***T/S DPF/DOC FAILURE**

Qty	Part No	Part	Unit Price	Total
1.0	2880215CUM	INLET GASKET	\$17.07	\$17.07
3.0	2871452CUM	DPF GASKETS	\$35.25	\$105.75
1.0	5287496RXCUM	DOC	\$2,408.55	\$2,408.55
1.0	4969838CUM	DPF	\$1,875.39	\$1,875.39

*Total Part Price may include Core Charges***R&R CAC, TURBO THREW METAL IN CAC**

Qty	Part No	Part	Unit Price	Total
1.0	CAC BOOTS & CLAMPS	CAC BOOTS & CLAMPS	\$350.00	\$350.00
1.0	CAC	CAC	\$2,118.85	\$2,118.85

*Total Part Price may include Core Charges***REPLACE CRANKCASE FILTER**

Qty	Part No	Part	Unit Price	Total
1.0	CV50628FLG	CRANKCASE FILTER	\$94.41	\$94.41

Total Part Price may include Core Charges



CITY COUNCIL AGENDA – MAY 21, 2019

SUBJECT: City Laboratory Annual Instruments Service Contracts

SOURCE: Public Works

COMMENT:

The City Laboratory Gas Chromatograph/Mass Spectrometer and Inductively Coupled Plasma Optical Emission Spectrometer instruments are both under service contract with the instruments manufacturer. The service contract includes one preventive maintenance service call, unlimited technical support, and an onsite technician for instrument repair as needed. The City laboratory needs to renew the following contracts to continue instrument technical support:

Gas Chromatograph/Mass Spectrometer and High Pressure Liquid Chromatograph

Agilent Technologies - \$11,100 for one year contract 8/1/2019 to 7/31/2020.

Inductively Coupled Plasma Optical Emission Spectrometer, Thermo Electron North America LLC - \$10,689 for one year contract 6/8/2019 to 6/7/2020.

The service contract fees are paid from the Laboratory operating budget.

RECOMMENDATION: That the City Council:

1. Approve the service contract with Agilent Technologies for one (1) year;
2. Approve the service contract with Thermo Electron North America LLC for one (1) year; and
3. Authorize payment for these services from the laboratory operating budget.

ATTACHMENTS:

1. GCMS-HPLC Quote 2019-2020
2. iCAP 6300 Support Quote 2019-2020

Appropriated/Funded: MB

Review By:

Department Director:

Final Approver: John Lollis, City Manager

Delivery Site:

City of Porterville

1265 W Grand Ave
PORTERVILLE CA 93257-0001
USA
Tax ID:Caroline Thomason
cthomason@ci.porterville.ca.us
+15597827510**Invoice To:**

City of Porterville

291 N Main St
PORTERVILLE CA 93257-3737
USA
Tax ID:**QUOTATION**

Quotation Number: 900384324	Quotation Date: April 01, 2019
Coverage Period: 08/01/2019 - 07/31/2020	Payment Terms: Net 30 days
Quotation Expiration Date: All quoted prices are valid for 90 days from quotation date.	

Direct Inquiries to:Contact Name: Anna Madran
Contact E-mail: ANNA.MADRAN@NON.AGILENT.COM
Contact Telephone: +13022940652
Contact Fax:**Service Contract Quotation:**

Ship To:	City of Porterville
	1265 W Grand Ave PORTERVILLE CA 93257-0001 USA

[products](#) | [applications](#) | [software](#) | [services](#)Learn more about Agilent's Special Offers, Products, Services and our full range of laboratory productivity solutions optimized for your applications and workflows. Visit us at www.agilent.com/chem

Quotation Number: 900384324

Quotation Date: April 01, 2019

Item #	System Handle	Serial Number	Model Description	Service Description	EGS	Qty	Start date / End date if different from SC Period	Total Price (USD)
1	13652-ORP		GCMS 5975 Diffusion System	CROSSLAB SILVER	03/31/2013	1		8,064.00
		US62713652	5975C VL inert MSD EI Diffusion Pump		12/31/2020			
		US00002121	6890 Plus GC system		03/31/2013			
2	!LC-00589		LC 1100 System Enhanced LC Features	CROSSLAB PM - EXTENDED	08/31/2008	1		3,036.00
		3337G03566	Programmable Fluorescence Detector		08/31/2008			
		DE61800972	1100 Diode-array Detector		11/30/2011			
		US54000240	1100 Autosampler		05/31/2015			
		JP61101738	1260 Standard Degasser					
		US53600589	1100 Series Quaternary Pump		05/31/2015			

Total before Tax	11,100.00
Sales Tax 0.000%	0.00
Total (USD)	11,100.00

EGS = End of Guaranteed Support for earliest module

Notes:

Amount excludes any applicable taxes. Applicable taxes will be separately stated on the invoice at time of billing.

Exhibit URL

Exhibit22L.aspx <http://www.agilent.com/en-us/services/analytical-instrument-services/exhibit22L> Password: spUhaFR5

Exhibit22X.aspx <http://www.agilent.com/en-us/services/analytical-instrument-services/exhibit22x> Password: br8zUWuC

Quotation Number: 900384324

Quotation Date: April 01, 2019

Exhibit	URL
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The sale of all Services and Spare Parts referenced in this Quotation is subject to the then current version of Agilent's Service Terms ("Terms") (<https://www.agilent.com/en-us/services/e16s-us-canada-mexico>) for Services and to the Agilent's Terms of Sale ("Terms") (<https://www.agilent.com/en-us/services/e16s-us-canada-mexico>) for Spare Parts, or Occasional Reseller Terms of Sale ("Terms") and other applicable terms referenced herein. A copy of the Terms is either attached or has been previously provided to you. Please contact us if you have not received a copy or require an additional copy. If you have a separate agreement in effect with Agilent covering the sale of Services and Spare Parts referenced in this Quotation, the terms of that agreement will take precedence for those Services and Spare Parts. Agilent expressly objects to any different or additional terms in your purchase/sales order documentation, unless agreed to in writing by Agilent. Spare Parts and Service availability dates are estimated at the time of the Quotation. Actual delivery dates or delivery windows will be specified at the time Agilent acknowledges and accepts your purchase order. The above conditions shall apply to the fullest extent permitted by the law. You may have other statutory or legal rights available. Commodities, technology or software exported from the United States of America ("U.S.") or from other exporting countries will be subject to the U.S. Export Administration Regulations and all exporting countries' export laws and regulations. Diversion contrary to U.S. law and the applicable export laws and regulations is prohibited. Warranty: Unless otherwise indicated herein, Spare Parts referenced in this Quotation will receive a 90 day replacement warranty. Replaced parts will become the property of Agilent.

Thermo Electron North America LLC

1400 Northpoint Pkwy Ste 50
West Palm Beach, FL 33407-1976

SUPPORT PLAN QUOTATION	
QUOTATION Number:	21157279 /
Coverage Start Date:	June 08, 2019
Coverage End Date:	June 07, 2020
Quotation Expires:	June 08, 2019

MICHAEL COTTON
CITY OF PORTERVILLE
1265 W GRAND
PORTERVILLE CA 93257

Phone: 559-782-7510

Fax:

Email: MCOTTON@CI.PORTERVILLE.CA.US

Dear MICHAEL COTTON,

Thank you for purchasing a Support Plan for your Thermo Scientific instrumentation. When you purchased your Thermo Scientific product, you gained a partner that is committed to your long term success. We understand the challenges you face today: increasing productivity and reducing costs, while achieving better results in less time.

According to our records, the Support Plan coverage for your Thermo Scientific product is nearing expiration. We have attached a quotation to continue your Support Plan coverage that will help you gain the greatest value from your technology investment by maintaining top performance from your instruments, maximizing uptime and productivity, and eliminating the uncontrollable cost of unplanned maintenance and repairs. We ask that you please review the attached quotation.

If you wish to accept this quotation, please sign the attached copy and return it, with your fax or hard copy Purchase Order to: Thermo Electron North America LLC, 5225 Verona Road, Madison, WI 53711 or fax to 877-867-8945.

We have included a document that summarizes the information in our database relating to your instrument. Please review this summary for accuracy. To update your information we ask that you simply fax the changes to the number provided on the summary. This will help us provide quick and accurate delivery, whether you need parts, technical support or service.

Thank you for your continued patronage. If you have any questions or concerns, please do not hesitate to contact us at 1-800-532-4752. Please use the document number shown at the top of this letter to reference this quotation or your instrument serial number listed in the quotation.

Sincerely,

DOUGLAS OLSON

Thermo Electron North America LLC

1400 Northpoint Pkwy Ste 50
West Palm Beach, FL 33407-1976

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CITY OF PORTERVILLE
1265 W GRAND
PORTERVILLE CA 93257

Phone: 559-782-7510

Fax:

Email: MCOTTON@CI.PORTERVILLE.CA.US

Customer agrees to make full payment within thirty days of invoice. Alternative payments are available at an additional finance fee. Prices shown on this sheet are exclusive of all state, local, use, excise and/or other taxes.

Material	Description	Serial Number	Price	
842310063181	iCAP 6300 Duo View ICP-OES Spectrometer	20101914		
Coverage:	UNITY ESSENTIAL PLAN - ELEMENTAL OE/ICP		9,677.00	USD

Thermo Electron North America LLC

1400 Northpoint Pkwy Ste 50
West Palm Beach, FL 33407-1976

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MICHAEL COTTON
CITY OF PORTERVILLE
1265 W GRAND
PORTERVILLE CA 93257

Phone: 559-782-7510

Fax:

Material	Description	Serial Number	Price
942347004001	Cetac ASX-520 Autosampler		
	Coverage: Elemental ICP Options		1,012.00 USD

UNITY ESSENTIAL SUPPORT PLAN # ICP/OES

Plan Features:

- ~ One (1) Scheduled Preventative Maintenance visit (a standard PM kit is included)
- ~ Unlimited number of on-demand on-site corrective maintenance visits with a maximum of 72-hour response
- ~ Engineer labor and travel
- ~ Factory-certified replacement parts
- ~ Priority status for technical support telephone inquiries (response within 2 hrs)
- ~ Subscription to e-Support Online Technical Resources
- ~ 10% Loyalty discount on parts, accessories, and consumables during the effective period of the contract (mention the Loyalty parts discount program and request to be connected with PACUS team when contacting your local Thermo Scientific parts order department)
- ~ 10% discount on Institute based or on-site training for chromatography, mass-spectrometry or trace elemental instruments. The training must be purchased during the contract validity period. May not be available in all locations (please check availability with your local Thermo Fisher sales representative or customer service team). Applications, method development, or informatics training courses are excluded.
- ~ Software updates and notifications (Updates are defined as changes of the existing software version that are intended to improve its performance. Software updates are usually indicated by a revision number change e.g. from Revision 1.1 to Revision 1.2)
- ~ Computers that were purchased from Thermo Fisher Scientific and required for the operation of the analytical system (Replacement of functional computers in order to accommodate an upgrade to a newer version of the operating systems is not covered by the support plan)

Coverage Exclusions:

- ~ Computers and/or software not provided and/or installed with the system by Thermo Scientific
- ~ Replacing a computer hard drive with one of larger capacity
- ~ Hardware and operating system upgrades
- ~ Instrument control software version upgrades (Upgrades are usually indicated by a software version number change e.g. Version 1.2 to Version 2.0)
- ~ Layered application software
- ~ External power equipment e.g. UPS (uninterruptable power supply), power conditioner, or isolation transformer.
- ~ Operator training
- ~ Components that cannot be repaired or replaced due to lack of availability from the Thermo Scientific supplier
- ~ Complete system replacement
- ~ Consumable items and parts such as (but not limited to) nebulizers, spray chambers, torches, sample cones, sample probes, power tubes, work coils, burner heads, lamps, sample tubing, o-rings, seals, pipettes, glassware, etc.
- ~ Accessories and optional modules, such as (but not limited to) autosamplers (other than CETAC/ESI basic liquid autosamplers), chillers manufactured by companies other than Thermo Scientific, separate vapor accessories, solid sampling systems, auto diluters, auto concentrators, argon humidifiers, detectors, furnaces, etc. (unless covered by a separately purchased additional option plan, if available)

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PORTERVILLE CA 93257

Phone: 559-782-7510
Fax:

SUPPORT PLAN QUOTATION	
QUOTATION Number:	21157279 /
Coverage Start Date:	June 08, 2019
Coverage End Date:	June 07, 2020
Quotation Expires:	June 08, 2019

Support Plan Sub-Total	10,689.00	USD
Support Plan Total	10,689.00	USD

Thermo Fisher Scientific looks forward to providing service on those instruments specified above subject to the terms and conditions stated on the attached document. As an authorized representative of the Buyer, your signature below creates an Agreement to buy the services listed above and your acceptance of the Terms and Conditions on the following pages as the sole and exclusive terms for your purchase. If you have questions, please call 800-532-4752 to contact your support plan specialist DOUGLAS OLSON.

ACCEPTANCE OF SUPPORT PLAN

CITY OF PORTERVILLE

Thermo Electron North America, LLC

Signature Date

Signature Date

PO Number

Support Plan Specialist

Thermo Electron North America LLC

1400 Northpoint Pkwy Ste 50
West Palm Beach, FL 33407-1976

Support Plan Terms and Conditions

1. **GENERAL.** Thermo Electron North America LLC ("Seller") hereby offers for sale to the buyer named on the face hereof ("Buyer") the products ("Products") and/or annual support plans (#Support Plan(s)) and billable services (#Technical Support) [Support Plans and Technical Support may be referred to collectively as #Services] as listed on the face hereof on the express condition that Buyer agrees to accept and be bound by the terms and conditions set forth herein (#Agreement"). Any new or different provisions contained in any document issued by Buyer in response to this offer are expressly rejected; and if Buyer's response is deemed to be an offer, this document is a rejection of Buyer's offer and a counter offer by Seller and shall not constitute acceptance of any proposal by Buyer. Buyer's receipt of Products or Seller's commencement of Services hereunder will constitute Buyer's acceptance of this Agreement. This is the final, complete and exclusive statement of the contract between Seller and Buyer with respect to Buyer's purchase of Products and Services specified herein, which terms may not be altered in any way by Buyer's purchase order terms. No waiver, consent, modification, amendment or change of the terms contained herein shall be binding upon Seller unless agreed in writing and signed by Seller. Seller's failure to object to additional or different terms contained in any subsequent communication from Buyer will not be a waiver or modification of the terms set forth herein and all such proposals contained in Buyer's order are subject to acceptance in writing by an authorized representative of Seller.
2. **PRICE.** All prices published by Seller or Seller's representatives may be changed at any time without notice. All prices quoted by Seller or Seller's representatives are valid for thirty (30) days, unless otherwise stated in writing. All prices for the Products or Services will be as specified by Seller or, if no price has been specified or quoted, will be Seller's standard prices in effect at the time of shipment of Products or delivery of Services. All prices are subject to adjustment on account of specifications, quantities, raw materials, cost of production, shipment arrangements or other terms or conditions that are not part of Seller's original quotation. Unless otherwise stated in the quotation, the quoted rate for Technical Support includes Work Time, Travel Time and Standby Time in accordance with the following schedule and conditions; except that Technical Support requested without at least seven (7) days advanced notification shall be subject to airfare charges in addition to the Standard Rate.
Work Time # shall include all hours that Seller's service personnel are on the Buyer's job site, either working or ready for work and shall be payable at the applicable specified rates.
Travel Time # shall include the time spent by Seller's service personnel in traveling between their customary headquarters and the Buyer's job site and in returning (including travel occurring on Saturdays, Sundays and holidays). Except as otherwise stated in the Services quotation, Travel Time will be invoiced per diem at the applicable Travel Zone rates in Seller's standard service list prices. Air travel and car hire related expenses will be charged in addition to the daily rate at cost plus a 10% administration fee.
Standby Time # shall include the time that Seller agrees in writing, at its sole discretion, to reserve its service personnel to be ready to perform work for the Buyer, whether on the job site or not, up to a maximum of 8 hours a day, between the hours of 8:00 a.m. and 5:00 p.m., local standard time on Saturdays, Sundays and holidays. Standby Time shall be paid for at the special rates quoted by Seller at the time of Buyer's request or, if none, at the current Double Time Rate; and Standby Time preceded and/or followed by Work Time is cumulative in determining Overtime.
Standard Rate # the Service rate quoted by Seller that shall be paid for time worked on a regular schedule of eight (8) hours per day, Monday through Friday (excluding Seller's holidays), between 8:00 a.m. and 5:00 p.m. local standard time.
Overtime Rate # if applicable for the quoted Services, the rate of one and a half times the Standard Rate shall be paid for any time worked in excess of eight (8) hours or between the hours of 5:00 p.m. and 8:00 a.m. local standard time; but not exceeding sixteen (16) hours per day, Monday through Friday, and for any time on Saturdays, not to exceed sixteen (16) hours. Overtime shall be billed in 30 minute blocks; or longer time blocks, if quoted by the Supplier.
Double Time Rate # the rate of twice the Standard Rate shall be paid for time worked in excess of sixteen (16) hours per day, without a six (6) hour break, Monday through Friday, and for all time on Saturdays, Sundays and holidays. Holidays shall be those observed by Seller.
3. **TAXES AND OTHER CHARGES.** Prices for the Products and Services exclude all sales, use, value added and other taxes and duties imposed with respect to the sale, delivery, or use of any Products or Services covered hereby, all of which taxes and duties must be paid by Buyer. If Buyer claims any exemption, Buyer must provide a valid, signed certificate or letter of exemption for each respective jurisdiction.
4. **TERMS OF PAYMENT.** Seller may invoice Buyer immediately for the single lump sum amount equal to the total charges for the initial Term of a Support Plan, upon shipment of Products or upon completion of Technical Support for the price and all other charges payable by Buyer in accordance with the terms on the face hereof. If no payment terms are stated on the face hereof, payment shall be net thirty (30) days from the date of invoice. International Technical Support may require payment in advance. Buyer will grant a security interest in the Products sold under this Agreement until payment of the full purchase price to Seller in accordance with Article 9-103 of Uniform Commercial Code-Secured Transactions. If Buyer fails to pay any amounts when due, Buyer shall pay Seller interest thereon at the greater of a periodic rate of one and one-half percent (1.5%) per month or the highest rate stipulated by applicable law, together with all costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) incurred by Seller in collecting such overdue amounts or otherwise enforcing Seller's rights hereunder. Seller reserves the right to require from Buyer full or partial payment in advance, or other security that is satisfactory to Seller, at any time that Seller believes in good faith that Buyer's financial condition does not justify the terms of payment specified. All payments shall be made in U.S. Dollars unless otherwise specified in Seller's invoice.
5. **A. PRODUCT DELIVERY.** All Products will be shipped to the destination specified by Buyer, FCA (INCOTERMS 2010) at OEM shipping point or Seller's distribution facility, as applicable, which will vary depending on Product type and availability and may include points outside the United States (U.S.) (inquire for specific shipping point information). Notwithstanding specified INCOTERMS, Seller shall select carrier on Buyer's behalf and Seller agrees to arrange transportation of Products to Buyer's destination, and to act as the importer of record on behalf of Buyer to clear the Products through U.S. customs. All freight, taxes, duties and insurance, if any, charges shall be prepaid and added to Buyer's invoice. Seller may, at its election, make partial shipments of the Products and invoice each shipment separately. Seller reserves the right to withhold shipments in whole or in part and/or terminate any Services, if Buyer fails to make any payment to Seller when due or otherwise fails to perform its obligations hereunder. Seller's termination of Services will not relieve Buyer's obligation to pay all amounts due for Services provided by Seller prior to the termination date. All shipping dates are approximate only, and Seller will not be liable for any loss or damage resulting from any delay in delivery or failure to deliver which is due to any cause beyond Seller's reasonable control. In the event of a delay due to any cause beyond Seller's reasonable control, Seller reserves the right to terminate the order or to reschedule the shipment within a reasonable period of time, and Buyer will not be entitled to refuse delivery or otherwise be relieved of any obligations as the result of such delay.
5. **B. CANCELLATION OR CHANGES BY BUYER.** If Buyer requests that Seller delay delivery of Products for any reason, Seller may place Products in storage at Buyer's risk and expense and for Buyer's account. Orders in process may be cancelled only with Seller's written consent and upon payment of Seller's cancellation charges. Orders in process may not be changed except with Seller's written consent and upon agreement by the parties as to an appropriate adjustment in the purchase price thereof. Credit will not be allowed for Products returned without the prior written consent of Seller. Before returning any item, contact Seller's Order Administration Department for a Return Material Authorization (RMA) number at (800) 532-4752. Buyer may need to complete an RMA Form which includes a Hazard Free Form and/or Instrument Contamination Data Form. If authorized by Seller, Buyer must return items to Seller in their original or equivalent packaging, prepay shipping charges, and insure the shipment and accept the risk if the item is lost or damaged in shipment. In addition, Seller reserves the right to charge the Buyer the list price for missing components or subassemblies when incomplete items are returned to Seller. Authorized returns of any unused items which are free from material defects to Seller, in its sole discretion, may be subject to a twenty percent (20%) restocking charge.
Requests by Buyer to delay, postpone or suspend on-site Services, due to no fault of Seller, shall be subject to Seller's ability to recall its service representatives and to cancel and/or reschedule of any of their travel arrangements; and provided that, Buyer pays any and all additional costs (including, Travel Time and expenses) incurred by Seller as a result of the Services being postponed or suspended by Buyer. Cancellation of scheduled Services may be subject to a cancellation fee of twenty percent (20%) if Seller is notified less than 7 business days prior to the scheduled date of service.
6. **DELIVERY OF SERVICES.** Except as otherwise stated on the face hereof, all Services will be provided by Seller or its agent between the hours of 8:00 a.m. and 5:00 p.m. local standard time, Monday through Friday, excluding Seller's holidays, either at Seller's principal offices or, at Seller's option, at Buyer's installation address. If Seller advises Buyer that Services should be performed at Seller's facility, Buyer will properly package the Products to prevent damage, clearly mark the RMA number on the outer packaging, and ship it, via postage/freight prepaid, to the address set forth on the face hereof or such different address as Seller may from time to time provide to Buyer. After Seller completes the Services, or has made a determination that the products are beyond repair, Seller may, at its option, either advise Buyer to scrap the Products or to have the Products shipped, postage/freight prepaid, back to Buyer's installation address stated on the quotation, or to such other address as Buyer requests. In the event Buyer requires expedited delivery, such delivery will be made at Buyer's expense. If Seller advises Buyer that Services should be performed at Buyer's site, Buyer will use its best efforts to provide Seller with all requested diagnostic information for any products requiring Services; and subject to compliance with Buyer's reasonable security requirements, will allow Seller free access to all relevant equipment, documentation and records. In addition, Buyer will cooperate with Seller's efforts to perform the Services and will provide such additional assistance as Seller may reasonably request. At the completion of the Services, Seller's representatives will provide Buyer with a field service report on which will be indicated the number of hours spent and the materials used in completing the work. Buyer's signature on the field service report will signify approval of the information in the report and Seller's satisfactory completion of the Services. If Buyer does not sign the report or provide written objection within five (5) business days after receipt, then the report will be deemed unequivocally approved and accepted by Buyer.
7. **TITLE AND RISK OF LOSS.** Notwithstanding the transport terms indicated above, title to and risk of loss of the Products will pass to Buyer upon delivery of possession of the Products by Seller to the carrier at the time and place of shipment; provided, however, that title to any software incorporated within or forming a part of the Products will at all times remain with Seller or the licensor(s) thereof, as the case may be. All risk of loss or damage to Buyer's products being transported for Services shall remain with Buyer during shipment to and from the Buyer's site and during Seller's performance of Services hereunder.
8. **WARRANTIES.** Seller's sole obligation with respect to the Services is to provide the quoted Services in a workmanlike manner and if Buyer provides notice of defect in Service within ninety (90) days of completion of such Services, Seller will, at its sole option, either reperform the Services without charge to Buyer or grant Buyer a credit for the amount paid by Buyer with respect to such Service. Seller warrants that the Products will operate or perform substantially in conformance with Seller's published specifications and be free from defects in material and workmanship, when subjected to normal, proper and intended usage by properly trained personnel, for the period of time set forth in the Product documentation, published specifications or package inserts (the "Warranty Period"). If a Warranty Period is not specified in Seller's Product documentation, published specifications, or package inserts, the Warranty Period for new instruments is twelve (12) months from the date of shipment to Buyer; and for all other Products is ninety (90) days from the date of shipment. During the Warranty Period, Seller agrees to repair or replace, at Seller's option, defective Products so as to cause the same to operate in substantial conformance with Seller's published specifications; provided that Buyer (a) promptly notifies Seller in writing upon the discovery of any covered defect in the Products, including the Product model and serial number (if applicable) and details of the warranty claim; and (b) after Seller's review, Seller will provide Buyer with an RMA number and services data, which may include biohazard decontamination procedures and other Product-specific handling instructions. Then, if applicable, Buyer may return the defective Products to Seller with all costs prepaid by Buyer. Replacement parts may be new or refurbished, at the election of Seller. All replaced parts shall become the property of Seller. Shipment to Buyer of repaired or replacement Products will be made in accordance with the Delivery clause of this Agreement. Except for new consumable items manufactured and sold by Seller, this warranty expressly excludes all other consumable parts or components (e.g., bulbs, belts, cartridges, etc.) in the Products. If Seller elects to repair defective medical device instruments, Seller may, in its sole discretion, provide a replacement loaner instrument to Buyer as necessary for use while the instruments are being repaired.
Notwithstanding the foregoing, Products supplied by Seller that are obtained by Seller from an original manufacturer or third party supplier are not warranted by Seller; but Seller agrees to assign to Buyer any warranty rights in such Product that Seller may have from the original manufacturer or third party supplier, to the extent such assignment is allowed by such original manufacturer or third party supplier.
- In no event shall Seller have any obligation to make repairs, replacements or corrections under the Warranty, in whole or in part, as the result of or with respect to: (a) use of the Products in a manner for which they were not designed; (b) improper storage and handling of the Products; (c) use of the Products in combination with equipment or software not supplied by Seller (d) shipping damage incurred en route to Buyer's site or because of moving equipment, in which case Seller will promptly provide a cost estimate for Technical Support to the consignee for filing claims to carriers for shipping damage; (e) flood, lightning, earthquake, tornado, hurricane or fire, bombing, armed conflict, malicious mischief, sabotage or other natural or man-made disasters; (f) normal wear and tear, physical abuse, misuse, sprinkler damage, electrical surge or abnormal power variation; (g) repairs, maintenance, or modifications made by anyone other than Seller trained personnel or without Seller's supervision and/or approval; (h) relocation and reinstallation of equipment; although upon request Seller will supervise the removing, crating, relocation and reinstallation of the Products at Seller's current Services rates; (i) maintenance or replacement of media (i.e., floppy disks, plotter supplies, etc.) whatever the reason for loss, failure or damage; (j) beta-site support; (k) operator training; or (l) repairing Product malfunctions if the fault is not with the equipment. If Seller determines that Products for which Buyer requested warranty services are not covered by this warranty, Buyer will pay or

Thermo Electron North America LLC

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West Palm Beach, FL 33407-1976

reimburse Seller for all costs of investigating and responding to such request at Seller's then prevailing time and materials rates. If Seller provides Services or replacement parts that are not covered by this warranty, Buyer shall pay Seller therefor at Seller's then prevailing time and materials rates.

ANY INSTALLATION, MAINTENANCE, REPAIR, SERVICE, RELOCATION OR ALTERATION TO OR OF, OR OTHER TAMPERING WITH, THE PRODUCTS PERFORMED BY ANY PERSON OR ENTITY OTHER THAN SELLER WITHOUT SELLER'S PRIOR WRITTEN APPROVAL, OR ANY USE OF REPLACEMENT PARTS NOT SUPPLIED BY SELLER, SHALL IMMEDIATELY VOID AND CANCEL ALL WARRANTIES WITH RESPECT TO THE AFFECTED PRODUCTS AND/OR SERVICES. THE OBLIGATIONS CREATED BY THIS WARRANTY STATEMENT FOR SELLER TO REPAIR OR REPLACE A DEFECTIVE PRODUCT OR TO REPERFORM OR CREDIT THE PRICE OF DEFECTIVE SERVICES SHALL BE THE SOLE REMEDY OF BUYER FOR SUCH DEFECTIVE PRODUCTS OR SERVICES UNDER THIS AGREEMENT. EXCEPT AS EXPRESSLY PROVIDED IN THIS WARRANTY STATEMENT, SELLER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR NONINFRINGEMENT. SELLER DOES NOT WARRANT THAT THE PRODUCTS OR SERVICES ARE ERROR-FREE OR WILL ACCOMPLISH ANY PARTICULAR RESULT.

9. INDEMNIFICATION.

9.1 By Seller. Seller will indemnify, defend and save Buyer, its officers, directors, and employees from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorneys' fees) (#Indemnified Items") asserted by another party against Buyer for (i) bodily injury to or death of persons or damage to tangible property to the extent caused by the negligence or willful misconduct of Seller, its employees, agents or representatives or contractors in connection with the performance of Services at Buyer's premises under this Agreement; and (ii) claims that a Product infringes any U.S. patent, copyright or trade secret; provided, however, Seller's liability under this Section does not extend to any such Indemnified Items caused by either (u) the negligence or willful misconduct of Buyer, its employees, agents or representatives or contractors, (v) by any third party, (w) use of a Product in combination with equipment or software not supplied by Seller where the Product alone would not be infringing, (x) Seller's compliance with Buyer's designs, specifications or instructions, (y) use of the Product in an application or environment for which it was not designed, or (z) modifications of the Product by anyone other than Seller without Seller's prior written approval. Buyer will promptly notify Seller in writing of any claim covered by Seller's indemnification obligations hereunder. Seller may assume exclusive control of the defense of such claim or, at the option of the Seller, to settle the same. Buyer agrees to cooperate reasonably with Seller in connection with the performance by Seller of its obligations in this Section.

Notwithstanding the above, Seller's infringement related indemnification obligations shall be extinguished and relieved if Seller, at its discretion and at its own expense (a) procures for Buyer the right, at no additional expense to Buyer, to continue using the Product; (b) replaces or modifies the Product so that it becomes non-infringing, provided the modification or replacement does not adversely affect the specifications of the Product; or (c) in the event (a) and (b) are not practical, refund to Buyer the amortized amounts paid by Buyer with respect thereto, based on a five (5) year amortization schedule. THE FOREGOING INDEMNIFICATION PROVISION STATES SELLER'S ENTIRE LIABILITY TO BUYER FOR, AND BUYER'S SOLE AND EXCLUSIVE REMEDY IN RESPECT OF, THE CLAIMS DESCRIBED HEREIN.

9.2 By Buyer. Buyer will indemnify, defend with competent and experienced counsel and hold harmless Seller, its parent, subsidiaries, affiliates and divisions, and their respective officers, directors, shareholders and employees, from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) to the extent arising from or in connection with (i) the negligence or willful misconduct of Buyer, its agents, employees, representatives or contractors; (ii) use of a Product in combination with equipment or software not supplied by Seller where the Product alone would not be infringing; (iii) Seller's compliance with designs, specifications or instructions supplied to Seller by Buyer; (iv) use of a Product in an application or environment for which it was not designed; or (v) modifications of a Product by anyone other than Seller without Seller's prior written approval.

10. SOFTWARE. With respect to any software products incorporated in or forming a part of the Products hereunder (i.e., firmware), Seller and Buyer intend and agree that such software products are being licensed and not sold, and that the words "purchase", "sell" or similar or derivative words are understood and agreed to mean "license", and that the word "Buyer" or similar or derivative words are understood and agreed to mean "licensee". Notwithstanding anything to the contrary contained herein, Seller or its licensor, as the case may be, retains all rights and interest in software products provided hereunder. Seller hereby grants to Buyer a royalty-free, non-exclusive, nontransferable license, without power to sublicense, to use software licensed hereunder solely for Buyer's own internal business purposes on its hardware Products and to use the related documentation solely for Buyer's own internal business purposes. This license terminates when Buyer's lawful possession of the hardware Products provided hereunder ceases, unless earlier terminated as provided herein. Buyer agrees to hold in confidence and not to sell, transfer, license, loan or otherwise make available in any form to third parties the software products and related documentation provided hereunder. Buyer may not disassemble, decompile or reverse engineer, copy, modify, enhance or otherwise change or supplement the software products provided hereunder without Seller's prior written consent. Seller will be entitled to terminate this license if Buyer fails to comply with any term or condition herein. Buyer agrees, upon termination of this license, to immediately stop using all software products and related documentation provided hereunder and all copies and portions thereof. Certain of the software products provided by Seller may be owned by one or more third parties and licensed to Seller or may be stand-alone software products, which Buyer hereby agrees are subject to a separate browse-wrap, shrink-wrap or click-thru end user license agreement (EULA). Accordingly, the warranty and indemnification provisions herein do not apply to such software, which are exclusively provided in the applicable EULA.

11. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE LIABILITY OF SELLER UNDER THESE TERMS AND CONDITIONS (WHETHER BY REASON OF BREACH OF CONTRACT, TORT, INDEMNIFICATION, OR OTHERWISE, BUT EXCLUDING LIABILITY OF SELLER FOR BREACH OF WARRANTY (THE SOLE REMEDY FOR WHICH IS PROVIDED UNDER THE PRODUCT AND SERVICES WARRANTIES HEREIN) SHALL NOT EXCEED AN AMOUNT EQUAL TO THE LESSER OF (A) THE TOTAL PURCHASE PRICE THERETOFORE PAID BY BUYER TO SELLER WITH RESPECT TO THE PRODUCT(S) OR SERVICES GIVING RISE TO SUCH LIABILITY OR (B) ONE MILLION DOLLARS (\$1,000,000). NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE OF FACILITIES OR EQUIPMENT, LOSS OF REVENUE, LOSS OF DATA, LOSS OF PROFITS OR LOSS OF GOODWILL), REGARDLESS OF WHETHER SELLER (a) HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR (b) IS NEGLIGENT.

12. EXPORT RESTRICTIONS. Buyer acknowledges that each Product and any related services, software and technology, including technical information supplied by Seller or contained in documents (collectively #Items"), may be subject to export controls of the U.S. government and/or other governments. Such export controls may include, but are not limited to, the Export Administration Regulations of the U.S. Department of Commerce (the #EAR"), which may restrict or require licenses for the export of Items from the U.S. and their re-export from other countries and all other applicable laws, regulations, laws, treaties, and agreements relating to the export, re-export, and import of any Item. Buyer shall not export, re-export, distribute or supply any Item, directly or indirectly, to (i) any country, person or entity, in each case, without first obtaining from the U.S. government and/or other appropriate government agency any license required to do so lawfully; (ii) any person or organization in Cuba, Iran, North Korea, Sudan, Syria, or other country then the subject of a U.S. embargo, or any person or entity considered a part of the government of any such country; or (iii) any person or entity who is involved in improper development or use of nuclear weapons, or of chemical/biological weapons (CBW) or missiles, or in terrorist activities. Buyer shall cooperate fully with Seller in any official or unofficial audit or inspection related to applicable export or import control laws or regulations, and shall indemnify and hold Seller harmless from, or in connection with, any violation of this Section by Buyer or its employees, consultants, agents and/or representatives.

13. Support Plan Terms and Conditions.

A. General. In the event Buyer purchases a Support Plan from Seller under this Agreement, Seller agrees to maintain and/or repair those Products or instruments identified on the face hereof as covered under a Support Plan ("Covered Equipment") in a manner consistent with the specifications and entitlements included in the purchased Support Plan as specified by Seller on the face hereof, which may include various levels of service at the Buyer's site(s) and/or Seller's Depot Repair locations and are purchased separate from the original Product Warranty above (the "Support Service(s)"). The Support Services will only be valid for Covered Equipment within the Region covered by the Plan (e.g. 48 contiguous U.S.), Monday through Friday (excluding Seller's holidays) during the hours of 8:00 a.m. to 5:00 p.m. local standard time ("Normal Hours") during the term of the Agreement. The Covered Equipment must be operated according to the manufacturer's supplied instructions, including without limitation the Operator's Manual(s) and any malfunction must be promptly reported to Seller. Support Service calls requested outside of Normal Hours or for any non-Covered Equipment or for services not included in the Support Plan will be billed at Seller's standard rates for Technical Support in effect at the time of Buyer's request. Seller reserves the exclusive right to determine the assignment of its employees in the performance of Support Services.

B. Term. (a) The Support Plan will begin and remain effective for the period of time stated on the face hereof ("Term"). To renew the Support Plan, Buyer must sign a Renewal Service Agreement accompanied by a purchase order prior to the expiration of the current Term ("Renewal"), which shall also be subject to the terms and conditions of this Agreement. Either party may terminate a Support Plan for any/no reason by providing at least thirty (30) days written notice to the other party. Seller will use commercially reasonable efforts to stop work and to incur no additional expenses. Regardless, if a Support Plan is cancelled, Seller will charge Buyer for the total price of Services actually performed and expenses actually and reasonably incurred in servicing the covered equipment under the underlying Support Plan from its effective date until the cancellation date or the prorated price of the underlying Support Plan from its effective date until the cancellation date, whichever is greater, plus fifteen percent (15%) of the total fee paid for the underlying Support Plan. In the event Buyer prepaid the Support Plan fees in full and a credit balance exists for the underlying Support Plan, Seller will provide a credit or refund the amount remaining to Buyer.

C. Pricing and Pricing Assumptions. Except as otherwise agreed in writing, the annual charge for each Renewal will be Thermo Fisher's standard support plan rates in effect at the start of the Renewal. All Support Plan pricing is based on the assumption that the Covered Equipment operates in accordance with product specifications as of the coverage start date; therefore, prior to the start of each Term and Renewal, Seller reserves the right to verify and correct the condition of the Covered Equipment and invoice Buyer at Seller's current billable rates for any Support Services deemed reasonably necessary to bring the Covered Equipment into good operating condition. Notwithstanding the above, Seller agrees to waive its right to bill the Buyer for bringing the Covered Equipment into good operating condition if there is no lapse between the end date of the current Support Plan Term and the beginning of any Renewal.

D. Parts and Consumables: The Support Plan level defines when and if the cost of parts is included under the Support Plan. Notwithstanding the foregoing, the cost for parts that are consumed in the normal and usual operation of the Covered Equipment including, but not limited to, sample preparation and analysis, consumables, paper, ink cartridges, ribbons, pens, lamps and/or data media are not covered under any Support Plan.

E. Key Operator: Buyer will designate a key operator of Covered Equipment who can describe instrument malfunctions to Seller's service representatives by telephone and who is qualified to perform simple adjustments and corrections to the Covered Equipment as requested by Seller's service representatives. Buyer's failure to designate a key operator or to perform or to have an authorized representative perform the routine maintenance specified in the Covered Equipment's instructions or Owner's Manual may result, at Seller's option, in Buyer being invoiced at Seller's standard Technical Support rates to provide such non-covered services.

F. Equipment Modification: Seller reserves the right to make any changes in the design or construction of Seller's Products without incurring any obligation to make any updates or changes whatsoever in the Covered Equipment under the Support Plan. Buyer agrees to allow Seller, at its expense and option, to make retrofits or design changes which improve product reliability, but do not change its performance characteristics. Any Buyer requests to modify or add devices or accessories to Covered Equipment that are not manufactured by Seller are outside the scope of the Support Plans and covered Support Services.

G. Support Services Warranty: Seller's sole obligation under any Support Plan is to provide the Support Services in a workmanlike manner in accordance with the entitlements of the Support Plan purchased by Buyer hereunder. SELLER MAKES NO OTHER WARRANTIES FOR SUPPORT SERVICES PROVIDED UNDER A SUPPORT PLAN, EXPRESS OR IMPLIED, AND DISCLAIMS ALL WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER OBLIGATIONS OR LIABILITIES WHETHER IN CONTRACT, WARRANTY, NEGLIGENCE OR OTHERWISE.

I. Support Plan Exclusions: The following occurrences are not covered by any Support Plan purchased by Buyer from Seller under this Agreement:

(a) Covered Equipment malfunctions caused by any of the following abnormal conditions; and if Seller performs Support Services as a result thereof, Seller will invoice Buyer at Seller's standard billable rates for service, travel or move, labor and parts: (i) Shipping damage incurred en route to Buyer's site or any subsequent transport thereafter; (ii) Force Majeure events, including for example, floods, lightning, earthquake, tornado, hurricane or fire, bombing, terrorism, armed conflict, malicious mischief, sabotage or other such natural or manmade disasters; (iii) Physical abuse, misuse, sprinkler damage, electrical surge or abnormal power variation; (iv) Repairs, maintenance, or modifications made by anyone other than Seller's trained personnel or without Seller's supervision and/or approval; and (v) Relocation and reinstallation of Covered Equipment are not covered under the Support Plan; however, upon request Seller, will supervise the removing, crating, relocation and reinstallation of its products at Seller's standard billable rates for service, travel or move, labor and parts.

(b) Maintenance or replacement of media (i.e., floppy disks, printer supplies, etc.) whatever the reason for loss, failure or damage;

(c) Servicing of material or instruments manufactured by anyone other than Seller, including third-party material or instruments purchased for engineering specials;

(d) Beta-site support;

(e) Service calls made to train operators; and/or

(f) Service calls made as a result of Buyer-identified areas of responsibility, i.e. malfunctions related to Buyer's site conditions, utilities and/or facilities (power, water, temperature, humidity,

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1400 Northpoint Pkwy Ste 50
West Palm Beach, FL 33407-1976

vibration, dust, etc.) or site computer/data network problems or integrity.
J. Buyer Responsibilities: Buyer will give Seller's personnel reasonable access to the Covered Equipment whenever Support Service is required. Buyer will cooperate with Seller's personnel so that Support Services can be performed efficiently and without interruption. Buyer will permit Seller to use of Buyer's equipment, including Covered Equipment, that Seller's personnel deem necessary to perform the Support Services. Buyer is solely responsible for the procurement, installation, maintenance and fees associated with all third party communication equipment and media as needed for the performance of Support Service under the Support Plan including, but not limited to, telephone and equipment for remote transmission of data.
14. INSURANCE. For the Term of a Support Plan and/or for the provision of on-site Services purchased hereunder, as applicable, Seller agrees to maintain and carry liability insurance in amounts set forth below with insurance companies rated B+ or better by #BEST" rating services. Insurance includes (a) commercial general liability insurance for a limit of US\$2,000,000 (two million) for each occurrence and US\$4,000,000 (four million) in the aggregate, (b) Statutory workers' compensation and employer's liability insurance for a limit of US\$1,000,000 (one million), (c) Automobile liability of US\$2,000,000 (two million) and (d) Umbrella coverage of US\$5,000,000 (five million). No policy will include a waiver of subrogation. Upon request from Buyer related to applicable Services, Seller will provide to Buyer a certificate of insurance using the standard ACORD form to evidence the insurance coverage required herein.
15. MEDICARE/MEDICAID REPORTING REQUIREMENTS. If Buyer is a recipient of Medicare/Medicaid funds, Buyer acknowledges that it has been informed of and agrees to fully and accurately account for, and report on its applicable cost report, the total value of any discount, rebate or other compensation paid hereunder in a way that complies with all applicable federal, state and local laws and regulations which establish "Safe Harbor" for discounts. Buyer may make written request for additional information from Seller as needed to satisfy Buyer's reporting requirements. Buyer acknowledges that agreement to such reporting requirement was a condition precedent to Seller's agreement to provide Products and that Seller would not have entered into this Agreement had Buyer not agreed to comply with such obligations.
16. MISCELLANEOUS. (a) Buyer may not delegate any duties or assign any rights or claims hereunder without Seller's prior written consent, and any such attempted delegation or assignment shall be void. (b) The rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, U.S.A. without reference to its choice of law provisions. Each party hereby irrevocably consents to the exclusive jurisdiction of the state and federal courts located in the County of Suffolk, Massachusetts U.S.A. for any action arising out of or relating to this Agreement. Each party hereby waives any other venue to which it may be entitled by domicile or otherwise. (c) In the event of any legal proceeding between the Seller and Buyer relating to this Agreement, neither party may claim the right to a trial by jury, and both parties waive any right they may have under applicable law or otherwise to a right to a trial by jury. Any action arising under this Agreement must be brought within one (1) year from the date that the cause of action arose. (d) In the event that any one or more provisions contained herein shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall remain in full force and effect, unless the revision materially changes the bargain. (e) Seller's failure to enforce, or Seller's waiver of a breach of, any provision contained herein shall not constitute a waiver of any other breach or of such provision. (f) Unless otherwise expressly stated on the Product or in the documentation accompanying the Product, software and/or Services, they are not approved medical devices and are intended by Seller to be for #Research Use Only" as defined by the U.S. Food and Drug Administration regulations and is not to be used for any illegal or unapproved regulatory purposes, including without limitation, in vitro diagnostic uses, ex vivo or in vivo therapeutic uses, or any type of consumption by or application to humans or animals. (g) Seller agrees not to knowingly disclose any confidential information or data obtained by it during the performance of Services when such information or data is clearly identified in writing by Buyer as confidential. Buyer agrees that all pricing, discounts and technical information that Seller provides to Buyer are the confidential and proprietary information of Seller. The parties agree to keep such information confidential and not disclose each other's confidential information to any third party for one (1) year hereafter, and to use such information solely for Buyer's internal purposes and in connection with the Products supplied hereunder. Nothing herein shall restrict the use of information available to the general public. (h) Any notice or communication required or permitted hereunder must be in writing and shall be deemed received when personally delivered, upon delivery by any internationally recognized carrier such as Federal Express or similar overnight delivery service, or three (3) business days after being sent by certified mail, postage prepaid, to a party at the address specified herein or at such other address as either party may from time to time designate to the other. (i) Seller may, in its sole discretion, provide (I) applicable Product training to Buyer or its employees, or (II) samples of Products to Buyer for distribution to patients of Buyer. Buyer agrees to distribute any such samples to patients for patient use or, if not so distributed, to return them to Seller. Buyer may not use the samples to provide care to patients and must not bill any patients or third party payers when Buyer dispenses the samples. (j) Seller hereby rejects and disclaims any rights of Buyer contained, or obligations imposed upon Seller, in any document provided, referenced or otherwise submitted by Buyer, in each case, that Seller has not expressly included in this Agreement or a writing manually executed by Seller (including, without limitation, any rights of Buyer in respect of designs, specifications, source code or intellectual property, owned, or licensed, by Seller; any rights to items or services not specifically identified in Seller's quotation; any audit rights or financial offset rights of Buyer; any penalties or liquidated damages imposed upon Seller; any obligation by Seller to comply with Health Insurance Portability and Accountability Act of 1996 (as amended), Current Good Manufacturing Practice regulations (as amended) or the requirements, as amended, of the Customs-Trade Partnership Against Terrorism; any obligation that Seller comply with any law that, under law, would not otherwise apply to Seller in respect of the transaction(s) contemplated hereby; any right of Buyer to withhold all, or any portion, of the purchase price of any Products or Services provided hereunder for any period of time; any right of Buyer, itself or through any third party, to remediate any defects in, replace or reperform, any Products or Services provided hereunder at Seller's cost or expense; any obligation of Seller to waive, or require its insurers to waive, any rights of subrogation; any obligation of Seller that would impair, restrict or prohibit Seller's ability to freely conduct any business with any person or in any geography or market; and/or any waiver by Seller of any right to enforce any of the terms hereof).

BUYER SELLER
By: By:
Print Name:
Print Title:
Date:
Initial here to indicate Buyer's agreement to automatically apply the Terms and Conditions of Sale for Products and Service to all future orders of Products and Services from Seller, whether or not the Agreement is referenced on Seller's quote or Buyer's Purchase Orders, for _____ (write # of years) from later date of the parties' signature, or until either party provides written notice that this Agreement is terminated.

1400 Northpoint Pkwy Ste 50
West Palm Beach, FL 33407-1976

[illegible]



CITY COUNCIL AGENDA – MAY 21, 2019

SUBJECT: Program Supplement No. F060 to the Administering Agency-State Agreement for Federal-Aid Projects No. 06-5122F15 – Purchase of Three (3) CNG Solid Waste Trucks

SOURCE: Public Works

COMMENT: The Department of Transportation has submitted Program Supplement Agreement Number F060 and requests that the City execute said agreement. The executed agreement shall become a part of the Agency-State Agreement for Federal-Aid Project No. 06-5122F15.

The attached Program Supplement is for the purchase of three (3) CNG solid waste trucks.

RECOMMENDATION: That the City Council:

1. Approve the program supplement by passing a Resolution authorizing the Mayor to sign the subject program supplement; and
2. Direct the City Clerk to return the signed program supplement to the Department of Transportation.

ATTACHMENTS:

1. Program Supplement No. F060
2. Resolution - Program Supplement No. F060

Appropriated/Funded:

Review By:

Department Director:

Mike Reed, Acting Public Works Director

Final Approver: John Lollis, City Manager

PROGRAM SUPPLEMENT NO. F060
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 06-5122F15

Adv Project ID Date: May 1, 2019
0619000130 Location: 06-TUL-0-PTRV
Project Number: CMLNI-5122(089)
E.A. Number:
Locode: 5122

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on 09/19/16 and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. _____ approved by the Administering Agency on _____
(See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

PROJECT LOCATION:

City of Porterville Corporation Yard

TYPE OF WORK: Purchase three CNG solid waste trucks

LENGTH: 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds	
	Z400	\$801,000.00	LOCAL	OTHER
\$906,000.00			\$105,000.00	\$0.00

CITY OF PORTERVILLE

By _____
Title _____
Date _____
Attest _____

STATE OF CALIFORNIA
Department of Transportation

By _____
Chief, Office of Project Implementation
Division of Local Assistance
Date _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer  Date 5/2/19 \$801,000.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT

SPECIAL COVENANTS OR REMARKS

1. A. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.

B. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).

C. STATE and ADMINISTERING AGENCY agree that any additional funds which might be made available by future Federal obligations will be encumbered on this PROJECT by use of a STATE-approved "Authorization to Proceed" and Finance Letter. ADMINISTERING AGENCY agrees that Federal funds available for reimbursement will be limited to the amounts obligated by the Federal Highway Administration.

D. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Attention is directed to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

E. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

F. Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-

SPECIAL COVENANTS OR REMARKS

assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

G. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

H. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Exclusion List. Exclusions can be found at www.sam.gov.

2. A. ADMINISTERING AGENCY shall conform to all State statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of

SPECIAL COVENANTS OR REMARKS

Federal Regulation (CFR) and 2 CFR Part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.

B. Invoices shall be submitted on ADMINISTERING AGENCY letterhead that includes the address of ADMINISTERING AGENCY and shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.

C. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.

D. Indirect Cost Allocation Plan/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.

E. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

F. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

G. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

H. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures,

SPECIAL COVENANTS OR REMARKS

48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

I. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

J. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

K. STATE reserves the right to conduct technical and financial audits of PROJECT WORK and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by the following paragraph:

ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT, and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.

L. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices set to or paid by STATE.

M. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends \$750,000 or more in Federal Funds in a single fiscal year of the Catalogue of Federal Domestic Assistance.

N. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in

SPECIAL COVENANTS OR REMARKS

ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.

O. ADMINISTERING AGENCY shall not award a non-A&E contract over \$5,000, construction contracts over \$10,000, or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

P. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions B, C, F, H, I, K, and L under Section 2 of this agreement.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF PORTERVILLE AUTHORIZING THE MAYOR TO SIGN
PROGRAM SUPPLEMENT NO. F060
TO ADMINISTERING THE AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO. 06-5122F15

BE IT RESOLVED by the City Council of the City of Porterville that the Mayor is hereby authorized to execute the document known as Program Supplement No. F060 to administering Agency-State Agreement for Federal-Aid Projects No. 06-5122F15, for the Purchase of Three CNG Solid Waste Trucks.

PASSED, ADOPTED AND APPROVED this 21st day of May, 2019.

Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By Patrice Hildreth, Chief Deputy City Clerk



CITY COUNCIL AGENDA – MAY 21, 2019

SUBJECT: Consideration of Amendment to Grants of Easements Agreement with Cornerstone Main Partners, L.P.

SOURCE: Community Development

COMMENT: On November 20, 2018, City Council approved a loan agreement secured by a Promissory Note and Deed of Trust with Cornerstone Main Partners, L.P., for \$2,720,000 to assist with the costs, fees and services related to the purchase of the property and financing of the development located at 14 N. Main Street.

On May 7, 2019, Council approved the proposed Subordination and Intercreditor Agreement, Amendment to Loan Agreement Between the City of Porterville and Cornerstone Main Partners, L.P., Amendment to the Promissory Note Secured By Deed of Trust, and the Amended and Restated Deed of Trust, Security Agreement, and Fixture Filing with Cornerstone Main Partners, L.P. During the escrow process after receiving notification of the recent approvals, the title officer requested that Grants of Easement also be amended. The proposed amendment updates Exhibit "B" (Legal Description) of the document to reflect the new legal description due to a parcel merger and lot line adjustment that was recently processed for the development of the project.

RECOMMENDATION: That the City Council approve the proposed Amended and Restated Grants of Easements between the City of Porterville and Cornerstone Main Partners, L.P.

ATTACHMENTS:

1. Draft Amended and Restated Grants of Easements
2. Executed Grants of Easements

Appropriated/Funded:

Review By:

Department Director:

Jenni Byers, Community Development Director

Final Approver: John Lollis, City Manager

WHEN RECORDED, RETURN TO:

City of Porterville
291 N. Main St.
Porterville, CA 93257

**TO BE RECORDED IN THE
OFFICIAL RECORDS OF
TULARE COUNTY, CALIFORNIA**

NO FEE PURSUANT TO GOVERNMENT SECTION 27383

AMENDED AND RESTATED GRANTS OF EASEMENTS

THIS AMENDED AND RESTATED GRANTS OF EASEMENTS (this "Agreement") is made as of May_____, 2019, by and between CITY OF PORTERVILLE, a Charter City and Municipal Corporation of the State of California ("City") and CORNERSTONE MAIN PARTNERS, L.P., A California Limited Partnership ("CORNERSTONE").

This Amended and Restated Grants of Easements amends and restates the legal description of the real property set forth in Exhibit "B" to that certain Grants of Easements dated December 3, 2018 and recorded in the Official Records of Tulare County, California, as document 2018-0070114, by substituting therefor the legal description of the real property set forth in Exhibit "B" attached hereto.

Except as expressly amended, modified or supplemented hereby, the Grants of Easements and each provision contained therein is ratified and confirmed

IN WITNESS WHEREOF, Parties, intending to be legally bound hereby, has duly executed this Amended and Restate Grants of Easements on _____, 20____ to be effective as of _____, 20____.

CITY OF PORTERVILLE

CORNERSTONE MAIN PARTNERS, L.P.,
a California Limited Partnership

By: _____
Martha A. Flores, Mayor

By: _____
David H. Paynter, General Partner

ATTEST:

By: _____
John Lollis, City Manager

APPROVED AS TO FORM:

By: _____
Julia Lew, City Attorney

By: _____
Robert K. Hillison, Attorney for Cornerstone

EXHIBIT "B"

THAT PORTION OF BLOCK 54 OF THE TOWN OF PORTERVILLE, IN THE CITY OF PORTERVILLE , COUNTY OF TULARE, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 3, PAGE 18 OF MAPS, TULARE COUNTY RECORDS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID BLOCK 54:

THENCE SOUTH $0^{\circ} 01' 18''$ WEST, ALONG THE WEST LINE OF SAID BLOCK 54, 59.17 FEET, TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG THE A WEST LINE OF SAID BLOCK 54, SOUTH $0^{\circ} 01' 18''$ WEST, 149.64 FEET, TO THE SOUTHWEST CORNER OF SAID BLOCK 54;

THENCE SOUTH $89^{\circ} 58' 11''$ EAST, ALONG THE SOUTH LINE OF SAID BLOCK 54, 110.04 FEET;

THENCE NORTH $0^{\circ} 00' 26''$ EAST, 149.64 FEET;

THENCE NORTH $89^{\circ} 58' 11''$ WEST, PARALLEL WITH THE SOUTH LINE OF SAID BLOCK 54, 110.00 FEET TO THE POINT OF BEGINNING.

Recording Requested By:

City of Porterville

When Recorded Return to:

City of Porterville
291 N. Main St.
Porterville, CA 93257

NO FEE PURSUANT TO GOVERNMENT SECTION 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

GRANTS OF EASEMENTS

This Grants of Easements ("Agreement") is made effective as of the 3rd day of December, 2018 ("Effective Date"), by and between the CITY OF PORTERVILLE, a Charter City and Municipal Corporation of the State of California ("CITY") and CORNERSTONE MAIN PARTNERS, L.P., a California Limited Partnership ("CORNERSTONE").

RECITALS

A. CITY is the owner of approximately 11,071 sq. ft. of real property located at 14 N. Main Street in the City of Porterville, County of Tulare, State of California (APN 261-122-007) the description of which is attached hereto as Exhibit "B". ("Property").

B. CITY and CORNERSTONE have entered into a Purchase Agreement pursuant to which CITY will sell and CORNERSTONE will buy the Property.

C. CORNERSTONE proposes to develop the Property for among other things, use for offices to be initially leased to the County of Tulare for offices of the Tulare County District Attorney and the Tulare County Public Defender, substantially as shown on the site plan marked Exhibit "A" attached hereto and incorporated by reference herein.

D. CITY owns a Parking Lot in the City of Porterville which is in close proximity to the Property, the legal description of which is attached as Exhibit "C". ("Parking Lot 1").

E. CORNERSTONE owns real property nearby the Property and Parking Lot 1, the legal description of which is attached as Exhibit "D" ("Parking Lot 2").

F. By this Agreement CITY and CORNERSTONE desire to provide for the grants by CITY and CORNERSTONE of certain reciprocal easement rights over Parking Lot 1 and Parking Lot 2 for the mutual benefit of CORNERSTONE and the CITY as set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, CITY and CORNERSTONE agree for their mutual benefit as follows:

1. Grant of Easement (Parking Lot 1): Effective on the recordation of CITY's grant deed conveying the Property to CORNERSTONE, CITY grants to CORNERSTONE for the benefit of CORNERSTONE, its agents, customers, invitees, licensees, tenants and employees, a non-exclusive appurtenant easement for pedestrian walkways, ingress, egress, parking of motor vehicles, loading and unloading of vehicles, and for the construction installation, operation, use, maintenance, and/or repair of the parking facilities, including, but not limited to, resealing and

striping parking stalls, replacement and reconstruction of a parking lot and related signage, asphalt surface, curbs, gutters, landscaping, lighting facilities, trash enclosure and drainage and utility lines on and under Parking Lot 1 as shown on the area marked Easement Area marked on Exhibit "A".

2. Exclusive Use (Parking Lot 1): CORNERSTONE's tenant(s) on the Property shall have separate and limited control of day-time parking on the area shown on Exhibit "A". CORNERSTONE's tenant(s) limited controlled use of Parking Lot 1 shall be between the hours of 8:00 a.m. and 5:00 p.m. on weekdays, not including State or Federal holidays and shall otherwise be open and available for use by the public (the "Limited Controlled Use"); provided, however, that during construction of the improvements on the Property, CORNERSTONE shall have the right to use Parking Lot 1 for temporary construction staging, parking a construction trailer and/or construction parking.

3. Grant of Easement (Parking Lot 2): Effective on the recordation of CITY's grant deed conveying the Property to CORNERSTONE, CORNERSTONE grants to CITY for the benefit of CITY and to the agents, invitees, licensees and employees of CITY, a non-exclusive appurtenant easement over, through and on Parking Lot 2 for ingress, egress and parking of motor vehicles on Parking Lot 2 as shown a the area marked easement area marked on Exhibit "A".

4. Term: The term of this Agreement shall commence on the recording of this Agreement, immediately following the recordation of the grant deed conveying the Property from the CITY to CORNERSTONE. The Limited Controlled Use of the Parking Lot 1 by CORNERSTONE and its tenant(s) shall continue and remain in effect until such time as the improvements constructed on the Property by CORNERSTONE are no longer used for office purposes by the County of Tulare or its successors and/or assigns. The non-exclusive appurtenant

easements (Parking Lots 1 and 2) shall terminate the later of the date the Limited Controlled Use expires or upon sixty (60) years from the date of this Agreement.

5. Rights of CITY: CITY reserves the right to conduct onsite inspections for the purpose of compliance with the Building Code, Fire Code and Zoning Ordinance. CORNERSTONE shall not do nor permit any act or thing to be done upon Parking Lot 1, other than as provided in this Agreement or which constitutes a nuisance or which may disturb the quiet enjoyment of CITY or any tenant of CITY on adjacent neighboring property. CORNERSTONE agrees that with 72 hours of actual receipt of written notice by the CITY that a nuisance exists to take corrective action to abate or otherwise cause said nuisance to be cured or to file an appeal with the City Council, City of Porterville which appeal must be made in writing and received by the City Clerk, 291 N. Main Street, Porterville, California 93257.

6. Condition of Premises: CORNERSTONE and CITY have inspected Parking Lot 1 and Parking Lot 2 and accept the easements in their present condition, subject to and including all latent or patent defects.

7. Construction Maintenance and Repairs to Easement Area: CORNERSTONE, upon issuance by CITY of the necessary permits therefor, shall install the following improvements: (a) replace two (2) existing parking lot light poles in Parking Lot 1 with new light poles and light fixtures consistent with the CITY downtown architectural theme; and (b) repair as necessary all asphalt and concrete existing improvements and reseal and restripe Parking Lot 1 upon completion of construction of the improvements to be constructed on the Property. CORNERSTONE shall be solely responsible for constructing and installing all improvements within the Easement Area at its sole cost and expense. CORNERSTONE shall make no grading, drainage or landscape

modifications or construct or install permanent improvements or additions in or on Parking Lot 1 without the prior written consent of CITY which shall not be unreasonably withheld, conditioned or delayed.

8. Approval of Proposed Improvements: CITY hereby approves and consents to CORNERSTONE's proposed improvement of Parking Lot 1 as depicted on the site plan marked Exhibit "A" attached hereto provided however that any such approval by CITY is subject to CORNERSTONE's submission of plans and specifications to the CITY for review and approval thereof and the issuance of such permits as may be required therefor.

9. Maintenance: CORNERSTONE shall keep the following items in Parking Lot 1 in a good state of maintenance and repair: (a) two (2) parking lot light poles and associated light fixtures; (b) reseal the asphalt a minimum of every five (5) years and restripe the asphalt a minimum of every three (3) years; (c) all property signage and sign poles. During the term of this Agreement, CITY shall have the right to notify CORNERSTONE in writing if in CITY's reasonable judgment, CORNERSTONE has failed to maintain the improvements described in this Paragraph 9 in a good state of maintenance and repair. CORNERSTONE shall make such corrections in the time and manner prescribed by CITY or if CORNERSTONE disagrees with CITY's direction, CORNERSTONE shall have the right to appeal to the City Council within 15 days from the date of Notice concerning the request for maintenance or repair made to CORNERSTONE. The decision of the City Council shall be final. This maintenance requirement of CORNERSTONE shall terminate upon the expiration of the Limited Controlled Use.

10. Utilities: During the term of this Agreement, CORNERSTONE shall pay any and all electricity used for the parking lot light poles on Parking Lot 1. CITY shall pay any and all

other utilities used on Parking Lot 1. The term "other utilities" as used herein, shall include, but is not limited to, telephone, water, sewer, gas, janitorial, heating, cooling, and trash and refuse disposal services.

11. Compliance with Law: CORNERSTONE shall at its expense, promptly comply with any and all laws, ordinances, rules, regulations, requirements and order, present or future of the National, State, County or City Government which may in anyway apply to the use of the parking stalls or maintenance of the improvements described in Paragraph 9. of the Parking Lot 1. Notwithstanding anything contained herein, CITY and CORNERSTONE shall be required to keep their own properties in compliance with the Americans with Disabilities Act for the term of this Agreement.

12. Liens and Encumbrances: CORNERSTONE shall keep Parking Lot 1 and all structures and improvements situated thereon free from any liens or encumbrances arising out of any work performed, material furnished, or obligations incurred by CORNERSTONE, or from any other cause.

13. Negation of Partnership: CITY shall not become or be deemed a partner or joint venture with CORNERSTONE or associate in any relationship with CORNERSTONE's operations thereon. CITY reserves all rights in and with respect to Parking Lot 1, not inconsistent with CORNERSTONE's use of Parking Lot 1 as in this Agreement provided, including (without limiting the generality of the foregoing) the right of CITY to enter upon the premises for the purpose of installing, using, maintaining, renewing, and replacing such underground oil, gas, water, sewer, and other pipelines, and such underground or aboveground telephone, telegraph, and electric power conduits or lines as CITY may deem desirable in connection with the development

or use of any other property in the neighborhood of Parking Lot 1. CITY shall compensate CORNERSTONE for any and all damage to CORNERSTONE's improvements and personal property caused by the exercise of the rights reserved in this paragraph. CITY shall provide thirty (30) days written notice if CORNERSTONE's Limited Controlled Use is to be altered or discontinued for any period of time. CITY shall use commercially reasonable efforts to limit the disruption of the Limited Controlled Use.

14. Indemnification: To the fullest extent permitted by law, CORNERSTONE will hold harmless, defend and indemnify CITY 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 CORNERSTONE's occupation of the Premises or use of the Property, or CORNERSTONE's acts or omissions with respect to the Premises or Property or breach of lease by CORNERSTONE. CORNERSTONE's obligation will continue beyond the expiration or termination of this Agreement as to any act or omission which occurred before expiration or termination.

To the fullest extent permitted by law, CITY will hold harmless, defend and indemnify CORNERSTONE 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 CITY's occupation or use of the Premises, or CITY's acts or omissions with respect to the premises or

breach of lease by CITY. CITY's obligation will continue beyond the expiration or termination of this Agreement as to any act or omission which occurred before expiration or termination.

15. Liability Insurance: CORNERSTONE, in order to protect the CITY, its agents, officers, and employees against all claims and liability for death, injury, loss, and damage as a result of CORNERSTONE's (a) use and operations on Parking Lot 1 or in connection therewith, or (b) construction or removal of any improvements on the demised premises or in connection therewith, shall name the City as additional insured on CORNERSTONE's property liability policy or policies in the amount of not less than Two Million Dollars (\$2,000,000.00). Coverage shall include General Liability combined Bodily Injury and Property Damage, Single Limits and Aggregate, with a reliable insurance carrier authorized to do such public liability and property damage insurance business in the State of California. Said insurance shall not be subject to cancellation or coverage reduction without thirty (30) days prior written notice to City. Within (10) days from the date of this Agreement, CORNERSTONE shall file with the City Clerk, City of Porterville, a duly certified Certificate of Insurance evidencing that the herein above mentioned public liability and property damage provisions have been complied with, and setting forth that CITY, its agents, officers, and employees are named as additional insured. In the event that CORNERSTONE shall fail to take out and keep in effect such policy or to furnish evidence thereof to CITY, CITY may, at CITY's option, procure the same, pay the premium thereof and collect same with the next payment of rental due from CORNERSTONE or immediately terminate this Agreement. The limits of insurance coverages set forth herein may be reviewed by CITY each January and may be adjusted at such reviews in order to protect the interests of the CITY.

16. Nondiscrimination: CORNERSTONE for itself, its heirs, personal representatives, successors in interest and assigns as part of the consideration hereof does hereby

covenant and agree that (1) no person on the grounds of race, color, sex, sexual orientation, national origin, or any other protected class under applicable law shall be excluded from participation, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, sex, or national origin shall be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination; (3) that CORNERSTONE shall use the premises in compliance with other Federal and State requirements to ensure services on a fair, equal and not unjustly discriminatory basis to all users thereof.

CORNERSTONE agrees that it shall insert the above nondiscrimination provisions in any agreement by which CORNERSTONE grants a right or privilege to any private person, firm, or corporation to render accommodations and/or services to the public on Parking Lot 1. The forgoing notwithstanding, the Limited Controlled Use is only for the use by the County of Tulare, a political subdivision of the State of California.

17. 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 CORNERSTONE:

Cornerstone Main Partners, L.P.
17671 Irvine Blvd., Suite 204
Tustin, CA 92780
Attn: David H. Paynter

To the CITY:

City Manager
City of Porterville
291 N. Main Street



Porterville, CA 93257

The address to which the notices shall be or may be mailed, as aforesaid, to either party shall or may be changed by written notice given by such party to the other, as hereinbefore provided, but nothing herein contained shall preclude the giving of any such notice by personal service.

18. Authorized Agent of the City: The City Manager of the City of Porterville is duly the authorized agent of the CITY for purposes of this Agreement; and as to any obligations assumed herein by CORNERSTONE, they shall be performed to the satisfaction of said City Manager.

19. Waiver of Breach: The waiver of any breach of any provision contained herein shall not be deemed to be a waiver of such provision, or a waiver of any breach of any other provision contained herein.

20. Removal of Improvements at Termination: Upon the termination of this Agreement, or any holding over, for any reason other than CORNERSTONE's failure to perform its obligations under the terms and conditions of this Agreement, CORNERSTONE shall have the right at CORNERSTONE's sole cost and expense, to remove all Limited Controlled Use specific striping, sign poles and/or signage within Parking Lot 1 by CORNERSTONE or its contractors so long as they could be removed without damage or disfigurement to the demised premises. If required by the CITY, full restoration of Parking Lot 1 as it existed prior to the installation of said striping, sign poles and/or signage shall be made by CORNERSTONE. If after the termination of this Agreement CORNERSTONE has not removed said striping, sign poles and/or signage, the

CITY shall have the option to claim the ownership thereof or to remove same and restore Parking Lot 1 as set forth above at the expense of CORNERSTONE.

21. Incorporation of Prior Agreements and Amendments: This Agreement contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Agreement may be modified in writing only, signed by the parties in interest at the time of modification.

22. Severability: The invalidity of any provision of this Agreement as determined by a Court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

23. Construed Pursuant to California Law: The parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California.

24. Venue: If either CORNERSTONE or CITY initiates an action to enforce the terms hereof or declare rights hereunder, including actions on any bonds and/or surety agreements, the parties agree that this Agreement is entered into and to be performed in the County of Tulare, State of California. To the fullest extent permitted by law, CORNERSTONE hereby waives any rights it might have to remove any such action pursuant to California Code of Civil Procedure Section 394.

25. Covenants and Conditions: Each provision of this Agreement performable by CORNERSTONE shall be deemed both a covenant and a condition.

26. Captions: The use of Paragraph headings in this Agreement is solely for convenience, and they shall be wholly disregarded in the construction of this Agreement.

27. Time of Essence: Time is hereby expressly declared to be 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.

28. Ambiguities: Each party and its legal counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

29. No Public Dedication: The provisions of this Agreement shall not be deemed or constitute a dedication for public use nor create any rights in the general public of any kind, except as expressly provided herein.

30. Recordation: This Agreement shall be recorded in the official record of Tulare County, California immediately following the recordation of the grant deed conveying the Property to CORNERSTONE by the CITY.

31. Recitals: The Recitals are incorporated in and made a part of this Agreement.

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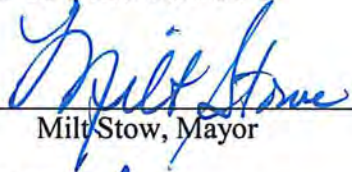
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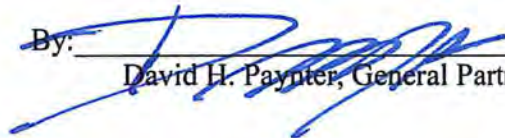


IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date and year first herein above written.

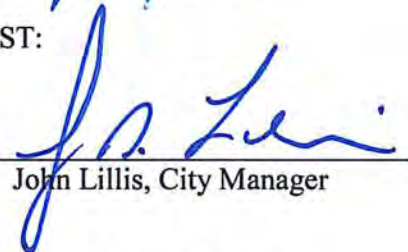
CITY OF PORTERVILLE

By: 
Milt Stow, Mayor

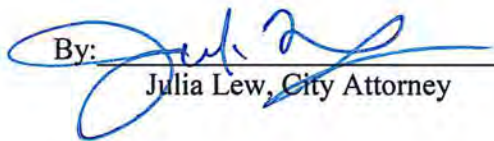
CORNERSTONE MAIN PARTNERS, L.P.

By: 
David H. Paynter, General Partner

ATTEST:

By: 
John Lillis, City Manager

APPROVED AS TO FORM:

By: 
Julia Lew, City Attorney

By: _____
Robert K. Hillison, Attorney
For CORNERSTONE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

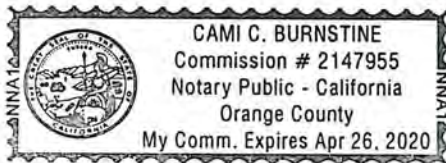
County of Orange)On November 28, 2018 before me, Cami C. Burnstine, Notary Public
Date Here Insert Name and Title of the Officerpersonally appeared David H. Paynter

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

Cami C. Burnstine

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

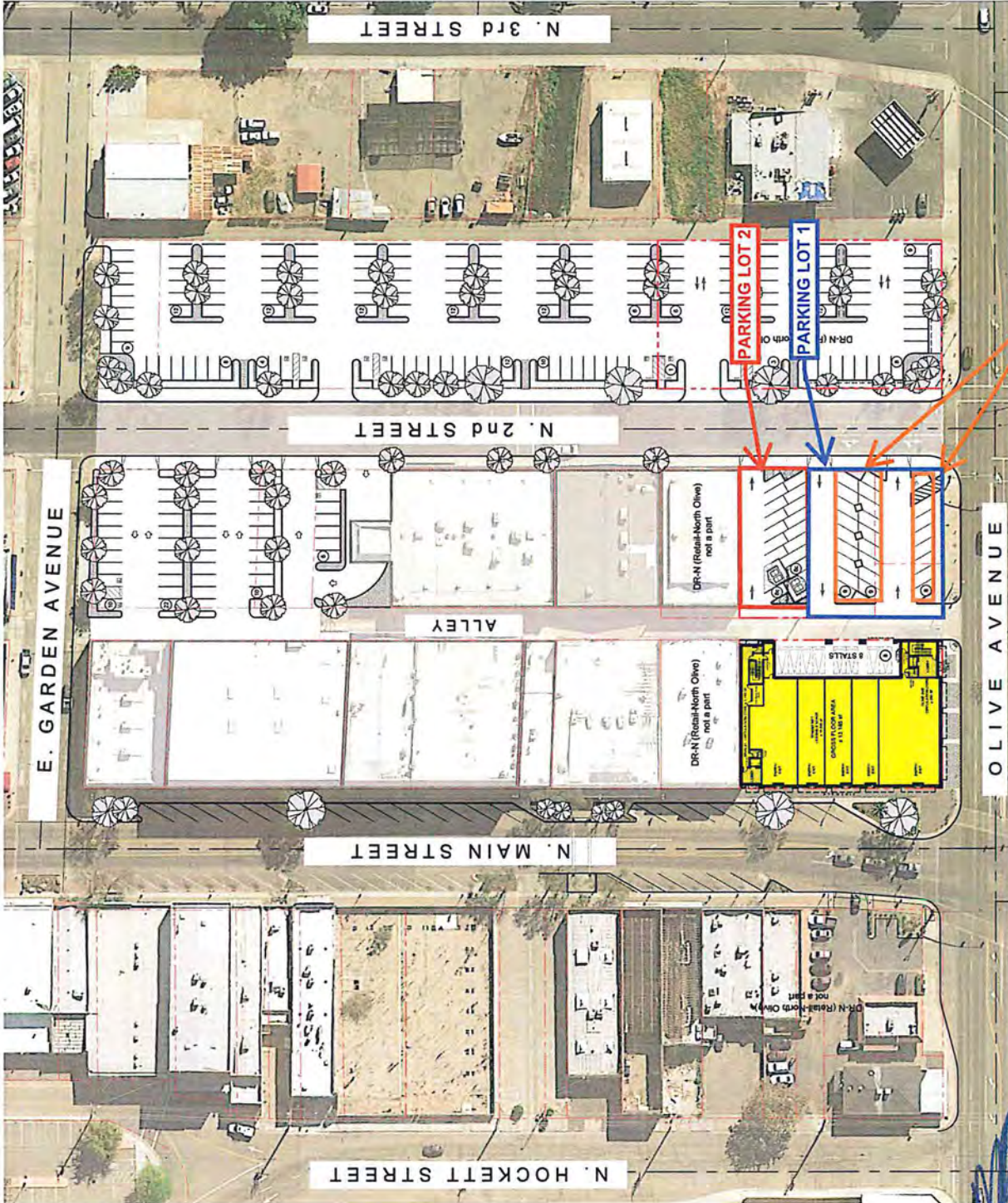
Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Exhibit "A"



**CORNERSTONE LIMITED
CONTROLLED PARKING AREAS**
8:00 am - 5:00 pm
Weekdays Only

CORNERSTONE PROJECT
14 N. MAIN STREET, PORTERVILLE, CA

Exhibit "A"

EXHIBIT "B"

That portion of the Northwest quarter of the Northwest quarter, Section 36, Township 21 South, Range 27 East, Mount Diablo Base and Meridian, in the City of Porterville, County of Tulare, State of California, more particularly described as follows:

Lots 17, 18, 19, and 20 in Block 54 of the City of Porterville, in the City of Porterville, County of Tulare, State of California, according to the map thereof recorded in Book 3, Page 18 of Maps, Tulare County Records.

A handwritten signature in blue ink, consisting of several vertical, slightly wavy lines, located in the bottom right corner of the page.

EXHIBIT "C"

Parking Lot 1 Legal Description

That portion of the Northwest quarter of the Northwest quarter, Section 36, Township 21 South, Range 27 East, Mount Diablo Base and Meridian, in the City of Porterville, County of Tulare, State of California, more particularly described as follows:

Lots 13, 14, 15 & 16 in Block 54 of the City of Porterville, County of Tulare, State of California, as per map recorded in Book 3, Page 18 of Maps in the office of the County Recorder's Office of said County.

A handwritten signature in blue ink, appearing to be 'M. M.', is located on the right side of the page.

EXHIBIT "D"

Parking Lot 2 Legal Description

Lots 11 and 12 in Block 54 of the City of Porterville, County of Tulare, State of California, as per map recorded in Book 3, Page 18 of Maps in the office of the County Recorder's Office of said County excepting therefrom the West 7½ feet thereof.

A handwritten signature in blue ink, consisting of stylized, overlapping loops and strokes, located in the bottom right corner of the page.



CITY COUNCIL AGENDA – MAY 21, 2019

SUBJECT: Consideration of Retail Recruitment Service Agreement

SOURCE: Community Development

COMMENT: On December 2, 2008, City Council authorized staff to negotiate and enter into a retail recruitment strategy and software solution with Buxton. Through a partnership with the Porterville Civic Foundation, Sierra View Medical Center and the City of Porterville, the City was able to contract with Buxton in January 2009, to complete a retail recruitment strategy. Staff has continued to work with Buxton and the Scout software platform since 2009. The information provided by Buxton has been instrumental in recruiting several national brand retailers to Porterville.

Buxton continues to expand their technology and data offerings. Recently Buxton submitted a renewal proposal to provide a retail recruitment and mobile visitor insight solution for a total cost of \$50,000. The intent of the proposal is to provide the City with data to assist in actively pursuing retailers by making a compelling case for their expansion into Porterville by using the same analytical information that retailers utilize to make site selection decisions. Buxton is proposing new mobile insight data this year, which includes geofencing the agreed upon boundary, and capturing unique device IDs (mobile phones) observed within those boundaries over a recent twelve (12) month period. They will then create a demographic profile of the visitors and provide a true trade area. This information could also be used to assist in marketing to increase tourism to the area.

Staff met with the Tule River Economic Development Corporation (TREDC) to inquire if they would be interested in partnering with the City of Porterville and Buxton for this renewal proposal, as the information provided would also be of benefit to TREDC and their ventures. TREDC received approval from their Board of Directors on May 8, 2019, to partner with the City of Porterville in the renewal proposal with Buxton. The TREDC has agreed to contribute fifty (50) percent or \$25,000 towards contracting with Buxton. Funding is available for the City's portion in the Economic Development budget.

RECOMMENDATION: That the City Council authorize staff to negotiate a contract with Buxton for a retail recruitment and mobile visitor's insights solution and partner with TREDC in the contract.

ATTACHMENTS: 1. Buxton Retail Recruitment and Mobile Visitor Insights

Proposal

Appropriated/Funded: MB

Review By:

Department Director:

Jenni Byers, Community Development Director

Final Approver: John Lollis, City Manager



Proposal

RETAIL RECRUITMENT & MOBILE VISITOR INSIGHTS SOLUTION



Prepared by: Lisa McCay
Expiration: February 28, 2019

Buxton[®]

OUR VALUE PROPOSITION

Since our founding in 1994, Buxton has been a leading force in retail site selection and development. We are recognized for creating solutions that provide results. Buxton began as a service to help retailers make informed site selection decisions by understanding their customers and precisely determining their markets. Buxton soon realized that the company's expertise in retail site and market analysis could also be leveraged to benefit communities desiring retail expansion.



More than simply providing data, Buxton supplies custom marketing materials and strategies targeting the unique site requirements of retailers, developers, and commercial real estate brokers. Buxton clients achieve outstanding success using our tools for retail identification, selection, and recruitment. Clients benefit from Buxton's unique understanding of site selection from the retailer's point of view.

- **Grow Your Community.** Create new, permanent jobs that will satisfy your citizens' desire to shop at home; retain dollars currently spent outside of your community and maximize revenue growth to fund city services
- **Leverage Buxton's Retail Industry Expertise.** Establish credibility with decision makers by providing factual evidence to support your site and gain a competitive position by leveraging our experience:
 - 4,000+ total clients from the retail, restaurant, healthcare, and public sector industries
 - 800+ public sector clients nationwide
 - 40+ million square feet of retail space recruited
 - 500+ cumulative years of retail management and economic development experience
- **Access Your Buxton Solution with Ease.** Utilize your best-in-class retail recruitment solution via SCOUT™ with the touch of a button from any mobile device; gain answers to your retail recruitment and site analysis questions and have the big picture in the palm of your hand
- **Develop a Long-Term Partnership.** Receive personal guidance and ongoing insight into key industry topics

SCOPE OF SERVICES

Buxton is pleased to present this renewal proposal to the City of Porterville, California ("City of Porterville"). The purpose of this proposal is to outline and review your community development objectives and how Buxton's solutions will enhance your ability to effectively meet those objectives.

City of Porterville's Objectives:

1. **Validate the city's true trade area by identifying how far visitors are traveling to reach the City of Porterville**
2. **Identify the relative volumes of residents versus visitors**
3. **Develop profile of residents and visitors by leveraging mobile analytics**
4. **Understand current retail and restaurant economic condition**
5. **Recruit new retailers and restaurants**

Retail Recruitment Solution: Your Community & Visitor Profile

Our solution is a total marketing strategy that enables community leaders to understand the consumer profile of their residents and to identify specific retailers and restaurants who seek a market with household purchasing habits just like yours. This solution provides you with the ability to actively pursue identified retailers, making a compelling case for their expansion to the City of Porterville by utilizing custom marketing packages that Buxton will create for you. You will have access to the same analytical information and insights retailers depend on today to make site selection decisions. This knowledge will provide you with instant credibility and the ability to differentiate your community.

Step 1 – Research Your Community

Buxton uses over 250 consumer and business databases that are updated regularly and compares your potential sites to the universe of all competing sites operating in the U.S. We define your current retail situation and those in any neighboring communities that impact your retail environment.

Step 2 – Access GPS Data on Residents and Visitors in Your Community

Buxton will geofence your city boundaries and will capture unique device IDs observed within those boundaries over a recent 12-month period. In addition to identifying all unique device IDs that are observed within the area, Buxton will collect the location data created by those device IDs prior to and after being seen in the city. This will allow us to identify the "home" location for a portion of the device IDs. After identifying the home locations of the device IDs, we will apply business rules to determine which devices are likely to belong to residents and which devices are likely to belong to visitors.

Step 3 – Identify Quarterly Trends in Relative Visitor/Resident Volumes

Buxton will use the 12 months of historical GPS data to determine the relative volumes of visitors and residents by quarter. This will provide insights into the impact of visitors throughout the year and can help potential retailers to make more informed development decisions.

Step 4 – Define and Evaluate Your Trade Area

Customers shop by convenience, measuring distance based on time, not mileage. We will conduct a custom drive-time analysis to determine your trade area using our proprietary methodology, GPS data on residents and visitors, and knowledge of actual retail trade areas. Your

drive-time trade area will be provided to you as a map that accurately depicts your residents' and visitors' shopping patterns.

Step 5 – Profile Your Residents and Visitors

Using the GPS data sourced in step 2, Buxton will append segmentation data to the unique device IDs for which a home address can be identified. This will form the basis of your resident and visitor profiles. You will have insights into more than 7,500 categories of lifestyles, purchase behaviors, and media reading and viewing habits of your residents and visitors. Buxton will develop three (3) unique profiles for your solution:

1. Residential Profile – will analyze all the households in your drive-time trade area.
2. Visitor Profile (non-resident) – will analyze households where the device holder's originating address is located outside of your city limits (domestic addresses only).
3. Combined Total Community Consumer Profile – will combine your residential and visitor profiles to develop your overall consumer profile, which will be used to match retailers and restaurants to your community.

Step 6 – We Match Retailers and Restaurants to Market Potential

Buxton will match the consumer profile of your community's trade area against the customer profiles of 5,000+ retailers in our proprietary database. We will identify the similarity between the two profiles analyzed using Buxton's proprietary retail matching algorithm to determine if your site presents an attractive opportunity for each retailer. We then qualify the list of matched results to verify that a retailer is currently operating or expanding, that they operate in similar sites, and that your site affords adequate buffer from competition and cannibalization to be realistically considered.

Step 7 – We Create Marketing Packages

Buxton will assemble individualized marketing packages for up to twenty (20) targeted retailers. We will notify each retailer's key real estate decision maker by letter, informing them that they have been qualified by Buxton as a potential viable fit for your site and should expect to be contacted by a representative of the city.

Your marketing packages will be delivered to you in SCOUT, an application in the Buxton Analytics Platform, and include a:

1. Map of the retail site and trade area
2. Map of the retailer's potential customers
3. Retailer match report that compares the site's trade area characteristics and consumer profile with the retailer's sites in similar trade areas

Solution Deliverables:

- Buxton Analytics Platform/SCOUT access
- Drive time trade area maps, including average visitor drive-times
- Report with relative visitor/resident volumes for four quarters
- Retail site assessment
- Residential, visitor, and combined profile based on GPS data analysis
- Retailer specific marketing packages (for up to twenty (20) retailers)

Access and Use Your Retail Recruitment Solution via the Buxton Analytics Platform

Buxton's Retail Recruitment solution will allow you to actively recruit retailers to your community and support existing businesses with just a few clicks using SCOUT, which provides you with crucial information about your community, your trade areas, your residents, and much more. SCOUT is a geospatial application in the web-based Buxton Analytics Platform, which is accessible with an Internet connection. It is designed to give decision-makers in your community access to the data and solutions that will assist them in making better business decisions. The Retail Recruitment solution enables four (4) SCOUT users with the ability to run demographic and trade area profile reports, and view maps and other data elements.

In SCOUT you will be able to:

- Identify retail matches
- Run variable reports
- View city limit maps
- Run healthcare reports
- See existing locations for prospective retailers to avoid cannibalization
- See aerial view
- View physician intelligence
- Run comparable reports
- Run demographic reports
- Track outreach activity to quickly report on recruitment efforts

Support local business retention and expansion efforts with reports contained in the SCOUT reporting suite, including but not limited to:

Consumer Propensity Report

Quantifies likelihood of consumers of a given trade area to consume various goods and services or possess certain attitudes and opinions. This report can help local entrepreneurs, business owners and store managers better optimize their merchandise/product offerings or their local marketing strategies.

Create Profiles Report

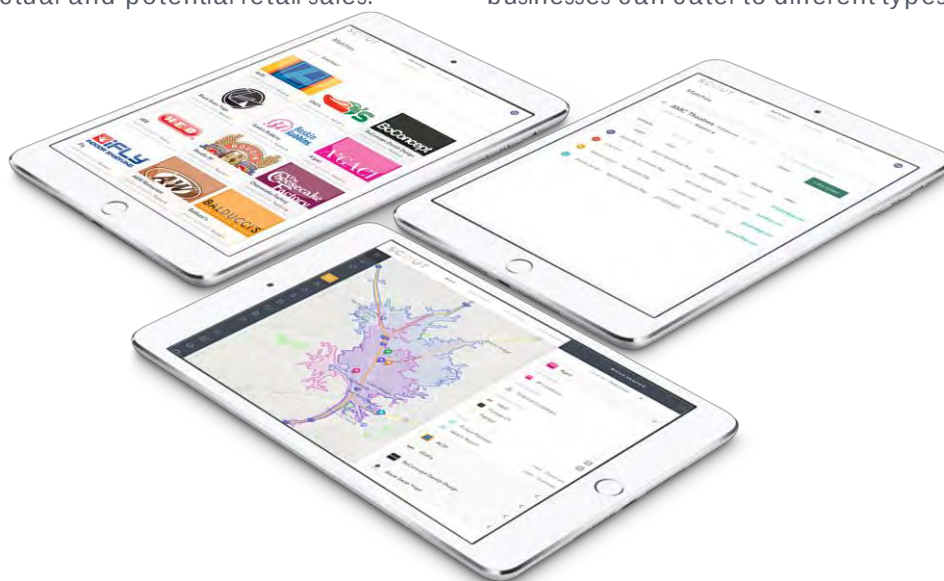
Profiles a specific trade area to determine the likes/dislikes, spending behavior, and marketing preferences of the households and workers within that geography. This report can help local businesses evaluate a market's retail potential or enhance marketing efforts.

Retail Leakage and Surplus Report

Quantifies the potential surplus or leakage in a trade area. This guide can help businesses understand how well the retail needs of residents are being met, uncover unmet demand and opportunities, and measure the difference between actual and potential retail sales.

Count Base Daytime Population Report

Examines the workforce in the study area and provides a count of the workforce population by industry. This report allows retail and restaurant owners to gain insights about how the population in the trade area differs during work hours so local businesses can cater to different types of workers.



SUPPORT

Buxton Analytics Platform Technical Requirements

The Buxton Analytics Platform can be accessed at the following URL: www.buxtonco.com

The Buxton Analytics Platform is a web-based collection of applications accessible on any desktop, laptop, or mobile tablet device that has an Internet connection. When operating the platform, Buxton's recommended hardware configuration is 4-core CPU, 4 GB RAM (or higher). Examples include most modern-day laptops or desktops purchased within the last 3 years, iPad Pro 2017 or newer, Microsoft Surface Pro 2 or newer, or Samsung Galaxy Tab S3. The recommended browser for accessing the platform is the latest version of Chrome.

Buxton's Helpdesk

(1-817-332-3681) is available during normal office hours (8:00 AM-5:00 PM CST, excluding weekends and public holidays). Buxton's Helpdesk team will be available to support all educational, functional, and technical inquiries and will respond to all requests within twenty-four (24) hours of submission.

Buxton's Helpdesk

Monday – Friday: 8:00 am – 5:00 pm CST

1-817-332-3681

TERM, FEES, AND DELIVERY

Agreement Term

One (1) Year

Year 1 Fee (50% invoiced upon execution of this agreement;
50% invoiced upon targeted retailer identification)

\$50,000

Delivery The City of Porterville will have access to retail match lists and marketing packages within sixty (60) business days of execution.

Your Buxton Analytics Platform access will be enabled within ten (10) business days of the execution of this agreement. The City of Porterville will have access to retail match lists and marketing packages within sixty (60) business days of execution. The initial term of this agreement is for one (1) year. All service fees associated with this agreement are due in net ten (10) days of the date of the invoice. Execution of this agreement will act as full consent that Buxton may include the City of Porterville on its client list and in presentations and public relations efforts. Additionally, Buxton may issue a press release announcing the City of Porterville as a renewed client. When doing so, Buxton will not reveal information that is confidential and proprietary to the City of Porterville.

Buxton

City of Porterville, California

Signature

Signature

Printed Name

Printed Name

Title

Date

Title

Date

Please provide us with a primary point of contact for invoice receipt.

Please provide us with a primary point of contact.

Name:

Name:

Phone:

Phone:

Email:

Email:

Preferred Method of Receipt: Email OR U.S. Mail

PROJECT TIMELINE





CITY COUNCIL AGENDA – MAY 21, 2019

SUBJECT: Department of Finance Population Update

SOURCE: Community Development

COMMENT: The Community Development Department has received a summary report of Porterville's estimated population and housing data prepared by the State Department of Finance (DOF). The DOF prepares these estimates based upon information supplied by the City during the previous year, such as new housing units, demolitions, conversions, annexations and other factors, and comparing figures from the 2018 benchmark or a prior year's estimate. Annually, the Community Development Department reviews these estimates and forwards them to the City Council for review and adoption. After Council adoption, the City submits a request for certification to the State Controller.

After certification by the State, the January 1, 2019, population estimate of 60,260 for the city of Porterville becomes the basis used to distribute certain State subvention revenues to the City. The 2018 estimate was 60,241. This is an increase of .03% or 19 persons.

RECOMMENDATION: That the City Council authorize the Mayor to sign a request for State certification for the City of Porterville, January 1, 2019, at a population of 60,260.

ATTACHMENTS:

1. Department of Finance Population Update Tables 2018-2019
2. Department of Finance Population Letter 2019

Appropriated/Funded:

Review By:

Department Director:

Jenni Byers, Community Development Director

Final Approver: John Lollis, City Manager

**California Department of Finance
Demographic Research Unit**

Report E-1

**Population Estimates for Cities, Counties, and the State
January 1, 2018 and 2019**

Released: May 1, 2019

Table of Contents (links to internal worksheets)

[City and County Population Estimates, January 1, 2018 and 2019](#)

[County and State Population Estimates, January 1, 2018 and 2019](#)

For more information:

<http://www.dof.ca.gov/Forecasting/Demographics/Estimates/e-1/>

Data Prepared by:

Demographic Research Unit
California Department of Finance
e-mail: ficalpop@dof.ca.gov
phone: 916-323-4086

[About the Data](#)

E-1: City/County Population Estimates with Annual Percent Change
January 1, 2018 and 2019

State/County/City	Total Population		Percent Change
	1/1/2018	1/1/2019	
California	39,740,508	39,927,315	0.5
Tulare	475,346	479,112	0.8
Dinuba	24,918	25,328	1.6
Exeter	10,984	11,002	0.2
Farmersville	11,341	11,358	0.1
Lindsay	13,062	13,358	2.3
Porterville	60,241	60,260	0.0
Tulare	65,503	66,967	2.2
Visalia	136,403	138,207	1.3
Woodlake	7,793	7,891	1.3
Balance of County	145,101	144,741	-0.2

Department of Finance
Demographic Research Unit
Phone: (916) 323-4086

For more information: <http://www.dof.ca.gov/research/demographic/reports/estimates/e-1/view.php>
Released on May 1, 2019

E-1: State/County Population Estimates with Annual Percent Change
January 1, 2018 and 2019

State/County	Total Population		Percent Change
	1/1/2018	1/1/2019	
California	39,740,508	39,927,315	0.5
Alameda	1,656,884	1,669,301	0.7
Alpine	1,161	1,162	0.1
Amador	37,920	38,294	1.0
Butte	227,896	226,466	-0.6
Calaveras	45,147	45,117	-0.1
Colusa	22,063	22,117	0.2
Contra Costa	1,147,879	1,155,879	0.7
Del Norte	27,192	27,401	0.8
El Dorado	189,592	191,848	1.2
Fresno	1,007,252	1,018,241	1.1
Glenn	28,762	29,132	1.3
Humboldt	136,084	135,333	-0.6
Imperial	189,623	190,266	0.3
Inyo	18,599	18,593	0.0
Kern	906,563	916,464	1.1
Kings	151,776	153,710	1.3
Lake	65,064	65,071	0.0
Lassen	30,584	30,150	-1.4
Los Angeles	10,254,658	10,253,716	0.0
Madera	158,328	159,536	0.8
Marin	262,803	262,879	0.0
Mariposa	18,112	18,068	-0.2
Mendocino	89,130	89,009	-0.1
Merced	279,424	282,928	1.3
Modoc	9,599	9,602	0.0
Mono	13,727	13,616	-0.8
Monterey	442,940	445,414	0.6
Napa	140,966	140,779	-0.1
Nevada	99,024	98,904	-0.1
Orange	3,213,275	3,222,498	0.3
Placer	389,480	396,691	1.9
Plumas	19,793	19,779	-0.1
Riverside	2,412,536	2,440,124	1.1
Sacramento	1,530,242	1,546,174	1.0
San Benito	60,841	62,296	2.4
San Bernardino	2,171,517	2,192,203	1.0
San Diego	3,333,128	3,351,786	0.6
San Francisco	880,980	883,869	0.3
San Joaquin	757,279	770,385	1.7
San Luis Obispo	280,048	280,393	0.1

San Mateo	772,372	774,485	0.3
Santa Barbara	452,747	454,593	0.4
Santa Clara	1,947,798	1,954,286	0.3
Santa Cruz	276,071	274,871	-0.4
Shasta	178,926	178,773	-0.1
Sierra	3,220	3,213	-0.2
Siskiyou	44,605	44,584	0.0
Solano	439,102	441,307	0.5
Sonoma	502,866	500,675	-0.4
Stanislaus	554,108	558,972	0.9
Sutter	97,210	97,490	0.3
Tehama	64,103	64,387	0.4
Trinity	13,650	13,688	0.3
Tulare	475,346	479,112	0.8
Tuolumne	54,721	54,590	-0.2
Ventura	857,415	856,598	-0.1
Yolo	221,175	222,581	0.6
Yuba	77,202	77,916	0.9

Department of Finance
Demographic Research Unit
Phone: (916) 323-4086

For more information: <http://www.dof.ca.gov/research/demographic/reports/estimates/e-1/view.php>
Released on May 1, 2019

May 21, 2019

Department of Finance
Demographic Research Unit
915 "L" Street, 8th Floor
Sacramento, CA 95814

To Whom It May Concern:

On May 1, 2019, the City of Porterville received Porterville's estimated population and housing data for 2018 from the State Department of Finance.

On May 21, 2019, the Porterville City Council adopted Porterville's new estimated population of 60,260 and authorized transmittal of this correspondence requesting the State Controller to certify Porterville's January 1, 2019, population as 60,260 by Minute Order No. _____.

Sincerely,

Martha A. Flores
Mayor
City of Porterville



CITY COUNCIL AGENDA – MAY 21, 2019

SUBJECT: Consideration to Seek Funding for Mobility on Demand Services

SOURCE: Public Works

COMMENT: The market for personal mobility is changing rapidly due to changing social and cultural trends, as well as technological advances such as smart phones, information processing, and widespread data connectivity. New mobility concepts and solutions, from bike- and car-sharing systems to on-demand bus services, are providing passengers with flexible and convenient transportation options. These developments are impacting the traditional transit market, and could also disrupt current business and funding models. Since 2017, Porterville Transit ridership has been declining at a rate of 3% annually, the national average is 10%. A 2018 study prepared by the Southern California Association of Governments concluded that the most significant factor is increased motor vehicle access, particularly among low-income households that have traditionally supplied the most frequent and reliable transit users. However, the City's FTA funding apportionment has increased 35% since the inclusion of the CalVan Vanpool program.

In 2016, the Federal Transit Administration (FTA) developed the Mobility on Demand initiative to envision a multimodal, integrated, automated, accessible, and connected transportation system in which personalized mobility is a key feature. Mobility on Demand allows for the use of on-demand information, real-time data, and predictive analysis to provide passengers with transportation choices that best serve their needs and circumstances. The FTA seeks to fund projects that innovate, develop new business models, integrate transit and Mobility on Demand solutions, and incentives for traveler choices. That year, the FTA funded nearly \$8 million Mobility on Demand Sandbox Program projects.

Also in 2016, the TCRP Research Report 188: Shared Mobility and the Transformation of Public Transit examined the relationship of public transportation to shared modes, including bikesharing, carsharing, microtransit, and ridesourcing services. The report presents the following key findings:

1. Greater use of shared modes is associated with greater likelihood to use transit frequently;
2. Shared modes largely complement public transit, enhancing urban mobility;
3. Shared modes are expected to continue to grow significantly, public entities

should identify opportunities to engage them to ensure that benefits are widely and equitably shared;

On May 8, 2019, the FTA announced the availability of up to \$15 million in Fiscal Year 2017 and 2018 FTA research funds in the form of cooperative agreements for eligible projects. The notice of funding opportunity brings together three (3) distinct areas of inquiry: Mobility on Demand Sandbox demonstrations; FTA's Strategic Transit Automation Research; and Mobility Payment Integration. These areas are integrated to allow applicants to comprehensively plan multiple areas of mobility research. FTA requests that all applicants identify the specific area(s) for which they are applying.

The Integrated Mobility Innovation Demonstration program goals include:

- Exploring new business approaches and emerging technology solutions that support transformational mobility services;
- Enabling communities to adopt innovative mobility solutions that enhance transportation efficiency and effectiveness; and
- Facilitating the widespread deployment of proven mobility solutions that foster expanded personal mobility.

In order to qualify for funding, all applicants are expected to suggest performance measures in their applications to gauge the success of the proposed solutions within the above goals. It is staff's recommendation that the City Council adopt the Integrated Mobility Innovation program goals and authorize staff, by way of the draft Resolution, to apply for funding opportunities that will expand the traditional role, providing fixed route and dial-a-ride services, of public transportation to encompass all modes of mobility.

Staff is proposing to prepare an application that improves mobility through a traveler-centric approach that leverages innovations in technologies, service methods, business models, and integrated payment. The project will highlight the City's commitment to adopting innovative mobility solutions; enhance existing transit service with integrated mobility ecosystem; and ensure equitable access to transit and mobility systems by unbanked or underbanked populations. Staff is considering the demonstration of the following Mobility on Demand services:

Bike Sharing

Short-term bike rental, usually for individual periods.

Scooter Sharing

Short-term electric scooter rental, usually for individual periods.

Car Sharing

A service that provides members with access to an automobile for intervals of less than a day.

Ride Sharing

Private trip in which driver and passengers share a destination.

Microtransit

Transit-like service but on a smaller, more flexible scale.

RECOMMENDATION: That the City Council:

1. Adopt the FTA's Integrated Mobility Innovation (IMI) goals; and
2. Approve the draft Resolution authorizing staff to apply for IMI funding.

ATTACHMENTS: 1. FY 19 Draft Resolution-Integrated Mobility Innovation Demonstration Program

Appropriated/Funded:

Review By:

Department Director:

Mike Reed, Acting Public Works Director

Final Approver: John Lollis, City Manager

RESOLUTION NO. ____ - 2019

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF PORTERVILLE AUTHORIZING STAFF TO ACT ON BEHALF
OF THE CITY FOR THE PURPOSE OF OBTAINING FEDERAL FINANCIAL
ASSISTANCE UNDER THE FEDERAL TRANSIT ADMINISTRATION'S
INTEGRATED MOBILITY INNOVATION DEMONSTRATION PROGRAM**

WHEREAS, Section 5312 of Title 49, United States Code, as amended by the Fixing America's Surface Transportation Act, authorizes the Federal Transit Administration (FTA) to award grants for research, development, demonstration, and deployment projects; and

WHEREAS, the FTA announced the opportunity to apply for \$15,000,000 in competitive grants under the fiscal year 2017 and 2018 FTA research funds; and

WHEREAS, the City of Porterville is committed to adopting innovative mobility solutions that enhance transportation efficiency and effectiveness; and

WHEREAS, the City of Porterville desires to apply for said financial assistance from the Integrated Mobility Innovation Demonstration Program.

NOW THEREFORE, BE IT RESOLVED AND ORDERED that the City Council of the City of Porterville does hereby Authorize John Lollis, City Manager, to file and execute applications on behalf of the City of Porterville with the FTA to aid in the financing of zero emission bus projects pursuant to the Low or No Emission Grant Program.

That Richard Tree, Transit Manager, is authorized to prepare and submit applications on behalf of the City of Porterville, and provide additional information as the FTA may require in connection with the application for the Low or No Emission Grant Program.

PASSED AND ADOPTED by the City Council of the City of Porterville, State of California, at a regular meeting of said Council held on May 21, 2019.

Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk



CITY COUNCIL AGENDA – MAY 21, 2019

SUBJECT: Request for Proclamation - First Southern Baptist Church of Porterville Day - July 8, 2019

SOURCE: Administrative Services

COMMENT: At its meeting of October 1, 2013, the City 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 First Southern Baptist Church has requested that the Council consider a request to proclaim July 8, 2019, as "First Southern Baptist Church of Porterville Day." Mayor Flores is sponsoring this Proclamation request. If approved, the applicant requests that the Proclamation be presented by a member of the Council at a celebratory event to take place on Sunday, July 7, 2019.

RECOMMENDATION: That the City Council consider approval of the request to proclaim July 8, 2019, as "First Southern Baptist Church of Porterville 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

RECEIVED

MAY 08 2019

CITY OF PORTERVILLE
CITY CLERK OFFICE



Date of Request: May 8, 2019
Name of Event/Individual: 80th Anniversary of First Southern Baptist Church
i.e. "Porterville Tourism Week", "Mr. John Doe"
Name of Sponsoring Organization: First Southern Baptist Church
Name of Contact Person: Dr. Jerry L. Lanford
Address: 1641 West Henderson Ave.
Phone: 784-1641 FAX: _____
E-mail: Cell phone - 1-661-703-2514
I would like the proclamation: ☐ presented at a Council Mtg. ☐ mailed ☒ call for pick-up
Date(s) of Event: _____
Date of Council Meeting to be presented, if applicable: _____
(Council meets 1st and 3rd Tuesdays of each month.)
Individual or representative attending Council Meeting to receive proclamation: _____

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

City Clerk's Section

Request Received: 4/16/19 5/8/19 Given to Mayor for Approval: _____
Approved by Mayor: yes ☐ no ☐ Date: _____
Notification to Contact person done (date): _____ in writing ☐ by phone ☐
Items (s) ☐ mailed ☐ faxed ☐ picked up _____
Comment: _____

Sponsored by: Mayor Flores
5/8/19

WHEREAS: The First Southern Baptist Church was originally formed on July 8, 1939, and followed with incorporation on October 6, 1944, under the name of First Southern Missionary Baptist Church; and

WHEREAS: The Porterville congregation is one of the oldest Southern Baptist churches in the state and one of the thirteen churches that took part in the formation and organization of the California Southern Baptist Convention; and

WHEREAS: First Southern Baptist Church has maintained its residency in Porterville, first meeting in the home of charter member Joe Hamilton, building its first building on Sycamore Street (now East Orange Street), relocating to Leggett Drive, and then to its current location at 1641 W. Henderson Avenue; and

WHEREAS: The church carries on the long history of contributing to the spiritual formation of men, women, boys and girls from the city of Porterville and surrounding communities; and

WHEREAS: The First Southern Baptist Church has a long legacy of supporting missions prayerfully, financially, and with personal involvement; sending members on trips to Europe, Asia, Africa, Central America, and North America.

NOW, THEREFORE, I, MARTHA A. FLORES, Mayor of the City of Porterville, on behalf of the Porterville City Council, do hereby proclaim July 8, 2019, as,

FIRST SOUTHERN BAPTIST CHURCH OF PORTERVILLE DAY

in the city of Porterville and urge all Porterville residents to congratulate the members of this congregation on the memorable occasion of its 80th Anniversary.

PROCLAIMED this ____ day of ____, 2019.



CITY COUNCIL AGENDA – MAY 21, 2019

SUBJECT: Affirming City Council Vacancy Appointment Process and Proposed Timeline

SOURCE: City Manager's Office

COMMENT: At its meeting on May 7, 2019, the City Council received Vice Mayor Ward's resignation from the Council effective Wednesday, July 17, 2019, and provided direction for the process in filling Vice Mayor Ward's to-be-vacated Council seat.

The Council determined that the following process be utilized:

1. The candidate to be appointed to fill the seat will reside in the 5th District instead of the community at-large;
2. Candidates for the seat must complete a Request for Appointment form and provide a résumé (the form is attached for Council's reference);
3. A Public Hearing will be scheduled to allow the public the opportunity to provide comment as to the qualifications and merits of the candidates; and
4. That the Council will interview all candidates from which to make its appointment.

The following timeline is proposed for the appointment process:

May 21, 2019:	Affirm Appointment Process and Timeline
May 22 - June 12, 2019:	Advertise Vacancy & Accept Requests for Appointment
June 18, 2019:	Hold Public Hearing
June 25, 2019:	Conduct Interviews of Candidates
July 2, 2019:	Conduct 2nd Interviews (as needed) and Make Appointment

RECOMMENDATION: That the City Council approve the appointment process and timeline to fill the vacant City Council seat with Vice Mayor Ward's resignation.

ATTACHMENTS: 1. Request for Appointment

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager



CITY OF PORTERVILLE REQUEST FOR APPOINTMENT



Please complete all blanks.

Name: _____
(Please Print)

Appointment to: _____
(Name of Board, Commission, or Committee)

☐ Reappointment; or IF NEW, Please provide:

Street Address: _____

Mailing Address: _____

Name of Business: _____

☐ Own

☐ Operate

Business Address: _____

Telephone: Home _____

Work _____

FAX _____

E-mail _____

City of Porterville Resident:

☐ Yes

☐ No

Select District:

☐ 1 ☐ 2 ☐ 3

☐ 4 ☐ 5

Registered Voter:

☐ Yes

☐ No

Qualifications: (It is recommended that a resume or letter accompany this form.)

Please tell us why you are interested in this position.

☐ Resume attached

☐ Letter of request attached

Submitted By: _____

Date

Received by: _____

Forwarded to: City Clerk

☐ Date: _____

City Council

☐ Date: _____

Staff Liaison

☐ Date: _____

Tentative Council Mtg Date: _____



CITY COUNCIL AGENDA – MAY 21, 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 May 7, 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. City staff conducted a pre-construction public outreach meeting with the affected residents on the status of the project on Thursday, April 4, 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

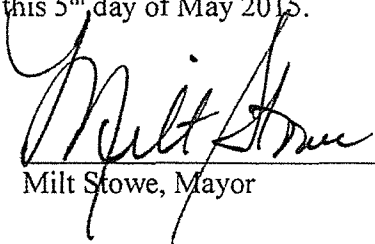
WHEREAS: the long-term ramifications of the current drought will have a significant impact on the city of Porterville and potentially pose a danger to the health and welfare of its residents; and

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

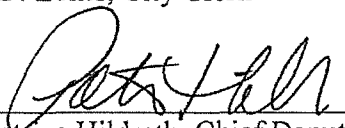
BE IT FURTHER RESOLVED: that the City Council of the City of Porterville requests the Governor and California Department of Water Resources make available California Disaster Assistance Act funding for the State of Local Emergency proclaimed on May 5, 2015, and seek all available forms of Federal assistance, 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. Burrell 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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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. G. [Signature] for LMT
Deputy 20151902

CITY OF PORTERVILLE

BY Milt Stowe
Milt Stowe, Mayor

ATTEST:
City Clerk of the City of Porterville

BY J. L. [Signature]
John Lollis, City Manager

Approved as to Form

BY [Signature]
City Attorney

EXHIBIT 'A'

East Porterville Project Boundary

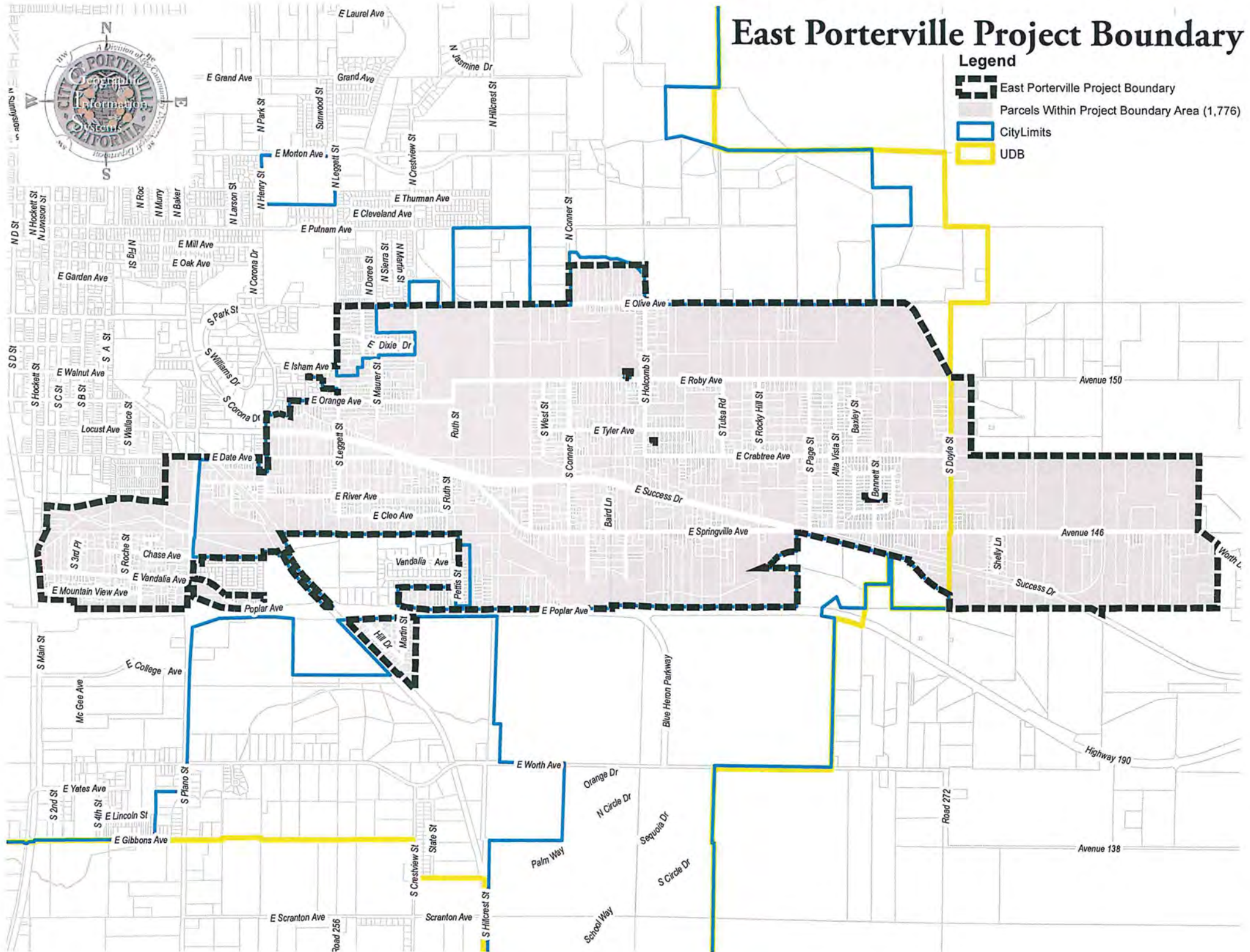


EXHIBIT 'B'

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:

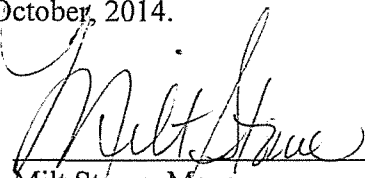
1. To promote orderly development while discouraging urban sprawl, preserving open space and prime agricultural lands, and efficiently extending government services.
2. To honor the City’s fundamental responsibility to provide efficient and sustainable public services to the inhabitants of the city, 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).

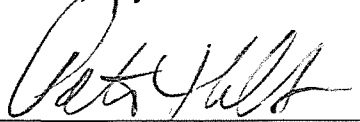
2. It shall be the policy of the City of Porterville to consider extra-territorial service requests primarily within the Urban Development Boundary, which is defined as the City of Porterville Annexation Boundary, as adopted by Tulare County LAFCo.
3. It shall be the policy of the City of Porterville, 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.

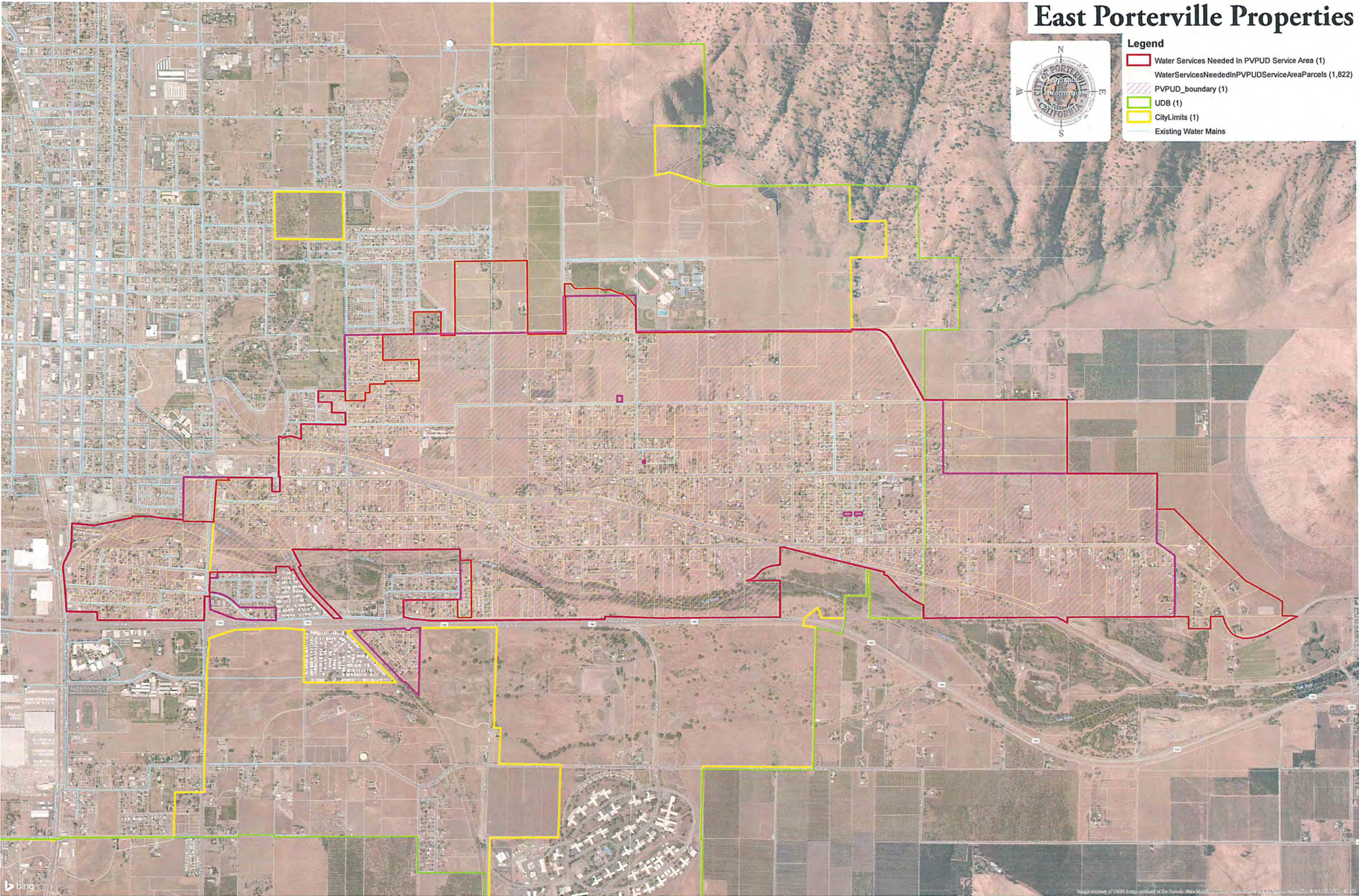
3. PROPERTIES WITHIN THE EAST PORTERVILLE FEASIBILITY STUDY PROJECT AREA: The California State Water Resources Control Board, in coordination with the Department of Water Resources Drought Task Force, is charged with preparing a feasibility study to define a long-term solution to the water related issues 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



- Legend**
- Water Services Needed In PVPUD Service Area (1)
 - WaterServicesNeededInPVPUDServiceAreaParcels (1,822)
 - PVPUD_boundary (1)
 - UDB (1)
 - CityLimits (1)
 - Existing Water Mains



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

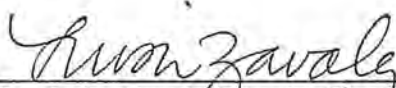

By: Luisa Zavala, Deputy City Clerk

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~~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

County of Tulare

City of Porterville



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



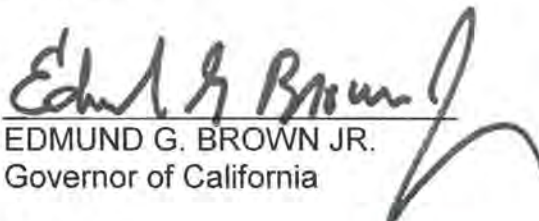
shortages. It will also identify emergency interconnections that exist among the State's public water systems that can help these threatened communities. The Department, the Water Board, the Office of Emergency Services, and the Office of Planning and Research will work with local agencies in implementing 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 – MAY 21, 2019

SUBJECT: City Council Member Requested Agenda Item - Consider the Transactions and Use Tax Oversight Committee Composition Reflect District Representation

SOURCE: City Manager's Office

COMMENT: City Council Member Peñaloza has requested that the Council consider the Transactions and Use Tax Oversight Committee (TUTOC) composition reflect district representation as a Scheduled Matter at its next regularly scheduled meeting.

RECOMMENDATION: That the City Council approve Council Member Peñaloza's request to consider the Transactions and Use Tax Oversight Committee composition reflect district representation as a Scheduled Matter at its next regularly scheduled meeting.

ATTACHMENTS: 1. Resolution 24-2006 Independent Citizen's Oversight Committee

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

RESOLUTION NO. 24 -2006

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
ESTABLISHING AN INDEPENDENT CITIZEN'S OVERSIGHT COMMITTEE
CHARGED TO MONITOR THE EXPENDITURE OF GENERAL FUND REVENUES
DERIVED FROM THE TRANSACTIONS AND USE TAX FOR PUBLIC SAFETY,
POLICE AND FIRE PROTECTION.

WHEREAS, the Porterville City Council reaffirmed the adoption of Ordinance No. 1684 on December 6, 2005, imposing a retail transactions and use tax in accordance with the provisions of Part 1.6 (commencing with Section 7251) of Division 2 and Section 7285.91 of Part 1.7 of Division 2 of the Revenue and Taxation Code that authorizes the City of Porterville to adopt a tax ordinance that shall become operative if at least two-thirds of the electors voting on the measure vote to approve the tax at an election called for that purpose; and

WHEREAS, Ordinance No. 1684 imposes, upon all retailers in the incorporated territory of the City of Porterville, a transactions and use tax at the rate of one half of 1 percent (0.50%) of the gross receipts of any retailer from the sale of all tangible personal property subject to the State sales and use tax; and

WHEREAS, Ordinance No. 1684, hereinafter known as the *Transactions and Use Tax for Public Safety, Police and Fire Protection* appeared on the November 8, 2005 Special Consolidated Election ballot as Measure H; and

WHEREAS, the tax imposed by Measure H is a special tax, the proceeds of which are to provide a source of revenue to be used to provide additional public safety, police, fire protection services and undertake necessary capital projects to support those services, and to restore and maintain literacy programs and services; and

WHEREAS, revenues generated by Measure H shall be accounted for and paid into a special fund or account designated for use for Public Safety Services only; and

WHEREAS, by Ordinance No. 1684 the City adopted the Program Guidelines and Public Safety Expenditure Plan for the administration and expenditure of the tax proceeds. The Public Safety Expenditure Plan may be amended from time to time by a majority vote of the City Council, so long as the funds are utilized for public safety, police and fire protection services. For the purposes of the Ordinance, "Public Safety Services" means (a) obtaining, furnishing, operating, and/or maintaining police protection equipment or apparatus, paying the salaries and benefits of police protection personnel, and such other police protection service expenses as are deemed necessary by the City Council for the benefit of the residents of the City; (b) obtaining, furnishing, operating, and/or maintaining fire protection equipment or apparatus, paying the salaries and benefits of fire protection personnel, and such other fire protection service expenses, including capital expenses, as are deemed necessary by the City Council for the benefit of the residents of the City; and (c) with the use of no more than 15% of the revenue generated from the special tax, restoration and maintenance of literacy programs due to the established connection between illiteracy and crime; and

WHEREAS, the Porterville City Council declares that public participation is essential to ensuring the effective implementation of priority goals and objectives contained in the Public Safety Expenditure Plan, and the appropriate expenditure of General Fund revenues committed to public safety, police and fire protection services.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Porterville hereby directs formation of an independent citizen's oversight committee as follows:

A. Name: The committee shall be known as the *Transactions and Use Tax Oversight Committee*.

B. Purpose

1. To review the revenue and expenditures of the three Measure H budgets (Fire, Police and Literacy) contained in General Fund No. 4, Public Safety Sales Tax, and report to Council their finding as "consistent with the intent of the ballot measure" or "non consistent."

Should a determination of "non consistent" be brought forth, the Council shall hold a public hearing on the issue and take whatever action is necessary and appropriate to correct any issues the Council concurs are inconsistent. It is not the intent of the measure nor the direction of the City Council that the committee have any input in the activities of the aforementioned departments, their sole and only purpose is to advise the City Council on whether or not they believe the departments are utilizing the funds in compliance with the intent of Measure "H" and that the City is not under funding the public safety departments based on the approved funding levels.

2. *Oversight:* Provide that certain spending decisions and priorities contained in the Porterville Police, Fire, and Emergency Response 9-1-1 Measure Program Guidelines and Expenditure Plan are subject to direct oversight and review.

C. Charge of Committee

1. *Monitoring of expenditures:* To monitor the expenditure of General Fund Revenues derived from the Transactions and Use Tax for Public Safety, Police and Fire Protection, and to keep the public informed about the expenditures.
2. *Inform public of failure to expend revenues:* To advise the public when General Fund revenues are not expended for certain spending decisions and priorities as set in the *Porterville Police, Fire, and Emergency Response 9-1-1 Measure Program Guidelines and Expenditure Plan*.

The charge of the committee may be revised from time-to-time by the Porterville City Council.

D. Powers: The Porterville City Council empowers the committee with the following powers:

1. *Oversight:* Oversight responsibility to review expenditures related to certain spending decisions and priorities in the Porterville Police, Fire, and Emergency Response 9-1-1 Measure Program Guidelines and Expenditure Plan.
2. *Review financial statements:* Authority to review independent financial and performance audits of the General Fund No. 4, Public Safety Sales Tax.
3. *Review of General Fund Budgets:* Authority to review the Fire, Police and Literacy Budgets and the General Fund application to Public Safety to assure a continued, base level of support.

The committee shall not have the following authority:

1. *No authority to recommend or advise:* The committee does not have authority to recommend, direct, or advise on any such matters that may fall under its oversight power and authority to review. The committee is not advisory to the City Council and has no power to determine or recommend how General Fund moneys are spent. The City Council retains its authority to make such decisions and determinations and establish separate advisory groups for such purposes. The City Council shall also retain discretion and flexibility in what it asks, directs, or allows the committee to address.

E. Committee Operations

1. *Establishing the committee:* The committee shall be established pursuant to voter approval of Measure H in the November 8, 2005 Special Consolidated Election and within 120 days of the effective implementation date of Measure H on April 1, 2006.
2. *First meeting:* The committee shall hold its first meeting within 60 days of adoption of the City's 2006/2007 Annual Budget.
3. *Open meeting requirements:* Meetings of the committee are subject to the open meeting requirements of the *Ralph M. Brown Act*. Meetings shall be noticed and open to the public.
4. *Annual report:* The committee shall issue an annual report of its conclusions. Minutes and reports of the committee are a matter of public record. Reports and minutes of the committee shall be published on the City of Porterville website.
5. *Meet at least once annually:* The committee shall meet at least once annually after adoption of the City budget.

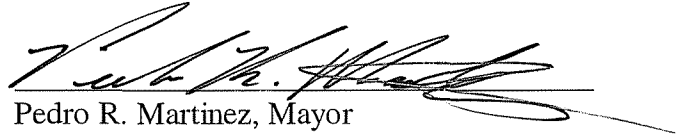
6. *Quorum:* The committee shall make decisions by a simple majority vote of those members in attendance.
7. *Record:* The committee shall maintain a record of its meetings.
8. *Location of meetings:* The committee shall meet in Mikkabi Conference Room, 291 N. Main Street, Porterville, California, at a time convenient to members and the public or at some other location designated by the committee and available to the public.
9. *Officers:* The committee shall elect a chairperson, vice chairperson, and secretary.
10. *Effective operation of meetings:* The Porterville City Council charges the committee to establish additional operating procedures as necessary for the effective operation of committee meetings.
11. *Administrative staff:* The City Manager or his designee will provide necessary administrative and technical assistance to the committee.
12. *Resources available to the committee:* The committee shall be provided the resources to publicize its conclusions—the minimum level of resource to be a page on the City of Porterville website.

F. Committee Composition: The committee shall consist of 10 members as follows:

1. *City Council appointments:* For the establishment of the committee, each member of the Porterville City Council shall appoint two people to the committee. The appointee may be either a resident of Porterville, a business owner or operator. All future appointment to the committee shall be by a majority vote of the Council.
2. *Criteria for appointment:* No member of the City Council, employee of the City, or immediate family member of a City Council Member may serve on the committee.
3. *Length of appointment; rescission of appointment:* For the establishment of the first committee, each Council member shall appoint one person to a two-year term and one to a four-year term. After that, each member of the committee shall be appointed for a four-year term and shall serve until such time that his or her term is completed, or until such time that his or her appointment is rescinded by a simple majority vote of the City Council. It is provided that a member of the committee may resign at his or her discretion.
4. *Recommendation to remove by committee:* Members of the committee, by majority vote, may recommend to the Porterville City Council removal of a committee member for the following reasons: (1) malfeasance; or (2) repeated absence.

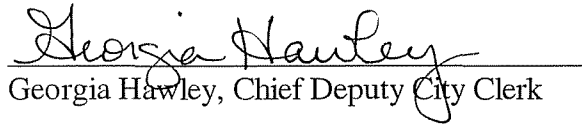
5. *Appointment of new members:* At the next regularly scheduled City Council meeting, the Council shall act to replace members of the committee in the event of removal, resignation, disability, or death.
6. *Dissolution of committee:* Dissolution of the committee shall occur in the event the *Transactions and Use Tax for Public Safety, Police and Fire Protection* is revoked or otherwise rendered invalid.

APPROVED AND ADOPTED this 21th day of February, 2006.


Pedro R. Martinez, Mayor

ATTEST:

John Longley, City Clerk


Georgia Hawley, Chief Deputy City Clerk

**Porterville Police, Fire, and Emergency Response 9-1-1 Measure
Program Guidelines and Expenditure Plan**

This measure will provide a secure, local revenue stream to the City of Porterville that will be used entirely to provide additional public safety police and fire personnel and services to protect our community. Porterville residents deserve to know how the funds will be spent. Detailed spending plans have been developed so voters can have a clear understanding of how the monies will be spent if the ½ cent sales tax is approved. Program guidelines have also been established to govern how the money can be spent, to specify the accounting, audit and oversight guidelines that will be implemented to make certain that the funds are spent according to the voter's direction, and to ensure the public is well-informed of the progress and process.

Fiscal Accountability Protections

An Independent Auditor will annually review and audit expenditures of funds specifically derived from the Public Safety Measure, to ensure compliance with the expenditure plans and with prudent, established accounting regulations and practices.

The City will establish an Independent Citizen's Oversight Committee to annually review revenues and expenditures, providing a second independent verification that all expenditures are being made as promised to Porterville residents. The findings of both the Independent Citizens Oversight Committee and the Independent Auditor will be reviewed by the City Council and made available to the public.

Each May or June, as the City's budget is adopted following public hearings, the City Manager will re-certify the plan to the City Council, stating what monies have been received, what monies have been spent and what monies are available. The financial consequences of these changes will be reflected in the re-certified plan.

Dedicated Accounting Structure

The Expenditure Plan specifies that all revenues from the Measure are to be utilized for the sole purpose of improving our community's public safety, with the revenue to be directed to the police and fire departments respectively, and with a small portion (not more than 15%) dedicated to the restoration and maintenance of literacy programs due to the established connection between illiteracy and crime. The funding proportions have been mutually agreed upon by the Police Chief and Fire Chief.

The City will establish separate funds into which these specific monies shall be deposited. These accounts shall be separate for police and fire and shall be the source of their respective expenditures as established in the approved expenditure plans. Any balances in these funds, positive or negative, shall earn or pay interest accordingly.

Based on public safety needs, the City Council may determine to advance funds from the City's General Fund into the individual Public Safety Sales Tax Fund in order to most effectively accomplish the objectives of the program.

Priorities if additional revenues are available

In the event that the contingency/reserve fund is fully funded and all annual planned expenditures have been implemented, the use of the additional unanticipated sales tax revenues will be used first to accelerate the implementation of the plan and then to provide additional public safety facilities, personnel, and new equipment based on specific needs of the community.

Review and Modification of Expenditure Plan

The proposed Expenditure Plan may be amended from time to time by a majority vote of the City Council.

NOVEMBER 2005 BALLOT MEASURE EXPENDITURE PLAN

Proposed Expenditure Plan for the City of Porterville Public Safety Sales Tax Measure Based on ½ Cent Sales Tax availability

The City Council has evaluated Porterville's safety needs with input from the public in developing the attached Public Safety Expenditure Plan, which shall be amended from time to time, at the projected/estimated costs shown:

Fiscal Year 2005-06 Sales Tax Revenue available (partial year)	\$600,000
Additional Supplemental Resources (General Fund)	\$50,903
Total Resources Available	\$650,903

Increase Police Sworn by 5 positions to the base and outfit (partial year)	\$412,803
Increase Fire Sworn by 7 positions to the base and outfit (partial year)	\$148,100
Restore Literacy Programs/hours (partial year)	\$90,000
Total 2005-06 Fiscal Year Expenditures	\$650,903

Fiscal Year 2006-07 Additional Sales Tax Revenues (First full F/Y)	\$1,792,000
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Increase Police Sworn by 1 additional position to the base	\$85,000
Maintain and Expand Patrol Operations	\$405,000
Maintain and Expand Gang Suppression and Narcotics Operations	\$215,000
Maintain 7 additional Sworn Fire personnel	\$521,156
Purchase additional Fire Rescue Apparatus	\$140,000
Purchase Rescue Equipment for new Fire Apparatus	\$25,000
Purchase Personal Safety Equipment for additional Fire Fighters	\$14,000
Maintain Literacy Program/hours	\$180,000
Expand Homework Assistance and Creative Expression Program	\$80,000
Establish Capital Reserve Fund for New Fire Station	\$126,844
Total 2006-07 Fiscal Year Expenditures	\$1,792,000

Fiscal Year 2007-08 Additional Sales Tax Revenues (Second full F/Y)	\$1,863,680
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Increase Police Sworn by 1 additional position to the base	\$87,000
Maintain Expanded Patrol Operations	\$508,000
Maintain Expanded Gang Suppression and Narcotics Operations	\$255,250
Maintain 7 additional Sworn Fire personnel	\$557,637
Hire 1 additional Fire Investigator	\$74,167
Station and Equipment	\$20,000
Maintain Literacy Programs/hours	\$187,200
Expand Homework Assistance and Creative Expression Program	\$83,200
Increase Established Capital Reserve Fund for New Fire Station	\$91,226
Total 2007-08 Fiscal Year Expenditures	\$1,863,680

Fiscal Year 2008-09 Additional Sales Tax Revenues (Third full F/Y)	\$1,938,227
Additional Supplemental Resources (General Fund)	\$50,000
Total Resources Available	\$1,988,227

Increase Police Sworn by 1 additional position to the base	\$91,000
Maintain Expanded Patrol Operations	\$566,000
Maintain Expanded Gang Suppression and Narcotics Operations	\$320,763
Maintain 8 additional Sworn Fire personnel	\$676,030
Safety Equipment	\$5,000
Maintain Literacy Programs/hours	\$194,688
Expand Homework Assistance and Creative Expression Program	\$86,528
Increase Established Capital Reserve Fund for New Fire Station	\$48,218
Total 2007-08 Fiscal Year Expenditures	\$,988,227

Fiscal Year 2009-10 Additional Sales Tax Revenues (Fourth full F/Y)	\$2,015,756
Additional Supplemental Resources (General Fund)	\$75,000
Total Resources Available	\$2,090,756

Maintain 8 additional Sworn Police personnel	
Maintain Expanded Patrol Operations	\$630,000
Maintain Expanded Gang Suppression and Narcotics Operations	\$396,651
Maintain 8 additional Sworn Fire personnel	\$723,352
Maintain Literacy Programs/hours	\$202,476
Expand Homework Assistance and Creative Expression Program	\$89,989
Partial Year Debt Service Payment on New Fire Station Financing	\$48,288
Total 2009-10 Fiscal Year Expenditures	\$2,090,756

Fiscal Year 2010-11 Additional Sales Tax Revenues (Fifth full F/Y)	\$2,096,387
Additional Supplemental Resources (General Fund)	\$150,000
Total Resources Available	\$2,246,387

Maintain 8 additional Sworn Police personnel	
Maintain Expanded Patrol Operations	\$664,000
Maintain Expanded Gang Suppression and Narcotics Operations	\$413,983
Maintain 8 additional Sworn Fire personnel	\$773,352
Maintain Literacy Programs/hours	\$210,575
Expand Homework Assistance and Creative Expression Program	\$93,589
Debt Service on New Fire Station Financing	\$90,889
Total 2010-11 Fiscal Year Expenditures	\$2,246,387

* Total Reserve Cash Available for Real Property Acquisition for New Fire Station in Fiscal Year 2008/09.	\$266,288
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1. Assumes 4% growth rate in annual sales tax revenue.
2. Current General Fund monies and State and School Subventions provide for 44.5 Sworn Police Officers. Additional grant funding has provided for 2.5 additional Sworn Police Officers. Additional positions funded through this sales tax measure will add positions to the base of 45 Sworn Police Officers.
3. Additional General Fund Utility User's Taxes generated from annexation activity during the course of this expenditure plan will be proposed to be specifically earmarked for additional Police positions. These additional positions will modify the base above the 45 positions as described in Note 2.
4. Literacy programs delivered through the Library will annually receive up to 15% of the new revenue provided by this sales tax measure.
5. The City will use base budget amounts established and approved under the Expenditure Control Budget System in determining additional funding for Police, Fire, and Literacy programs delivered through the Library to prevent erosion of existing General Fund support for these activities.

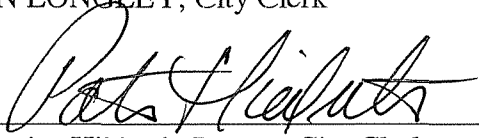
STATE OF CALIFORNIA)
CITY OF PORTERVILLE) SS
COUNTY OF TULARE)

I, JOHN LONGLEY, 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 a resolution passed and adopted by the Council of the City of Porterville at a regular meeting of the Porterville City Council duly called and held on the 21st day of February, 2006.

THAT said resolution was duly passed adopted by the following vote:

Council:	IRISH	WEST	HAMILTON	STADTHERR	MARTINEZ
AYES:	X	X	X	X	X
NOES:					
ABSTAIN:					
ABSENT:					

JOHN LONGLEY, City Clerk


by Patrice Hildreth, Deputy City Clerk



CITY COUNCIL AGENDA – MAY 21, 2019

SUBJECT: Consideration for a Conditional Use Permit for the Re-Establishment of White's Market and Request for a Type 20 Off-sale Beer and Wine License

SOURCE: Community Development

BACKGROUND: In 2016, the applicant had requested a Conditional Use Permit (CUP) to allow sale of beer, wine and distilled spirits for White's Market under the Type 21 off-sale alcohol license (PRC 2016-021-C). At that time, the City Council approved the CUP, but because the applicant did not open the market and sell alcohol within two (2) years of that approval, the CUP has expired.

COMMENT: The applicant is once again requesting approval of a CUP, but at this time is only requesting ability to sell beer and wine under a Type 20 off-sale license. 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 41.02; this tract currently contains two (2) licenses for alcohol sales; one (1) on-sale and one (1) off-sale. In Census tract 41.02, one (1) on-sale and one (1) off-sale are allowed without being deemed over-concentrated. Approval of this off-sale license would be the second off-sale license, one (1) above the allowable as determined by ABC. Due to the over-concentration of off-sale licenses, a Letter of Public Convenience or Necessity will be required.

The applicant is not proposing any physical changes to the location. The convenience store may be open up to seven (7) days per week, between 5:00 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.

ANALYSIS: The subject site is consistent with the General Plan Land Use Designation and Zoning Standards for CR (Retail Centers). The CR designation is

intended to maintain a full range of retail uses. The proposed convenience store with alcohol sales would suit the purpose of the zone designation. The convenience store is a permitted use in the CR Zone, and alcohol sales may be permitted in that zone with the requested Conditional Use Permit.

ENVIRONMENTAL REVIEW: On May 14, 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 2019-015-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. Existing licenses in Census Tract 41.02
4. Draft Resolution
5. Letter of Public Convenience and Necessity

Appropriated/Funded:

Review By:

Department Director:

Jenni Byers, Community Development Director

Final Approver: John Lollis, City Manager

Locator Map
PRC 2019-015

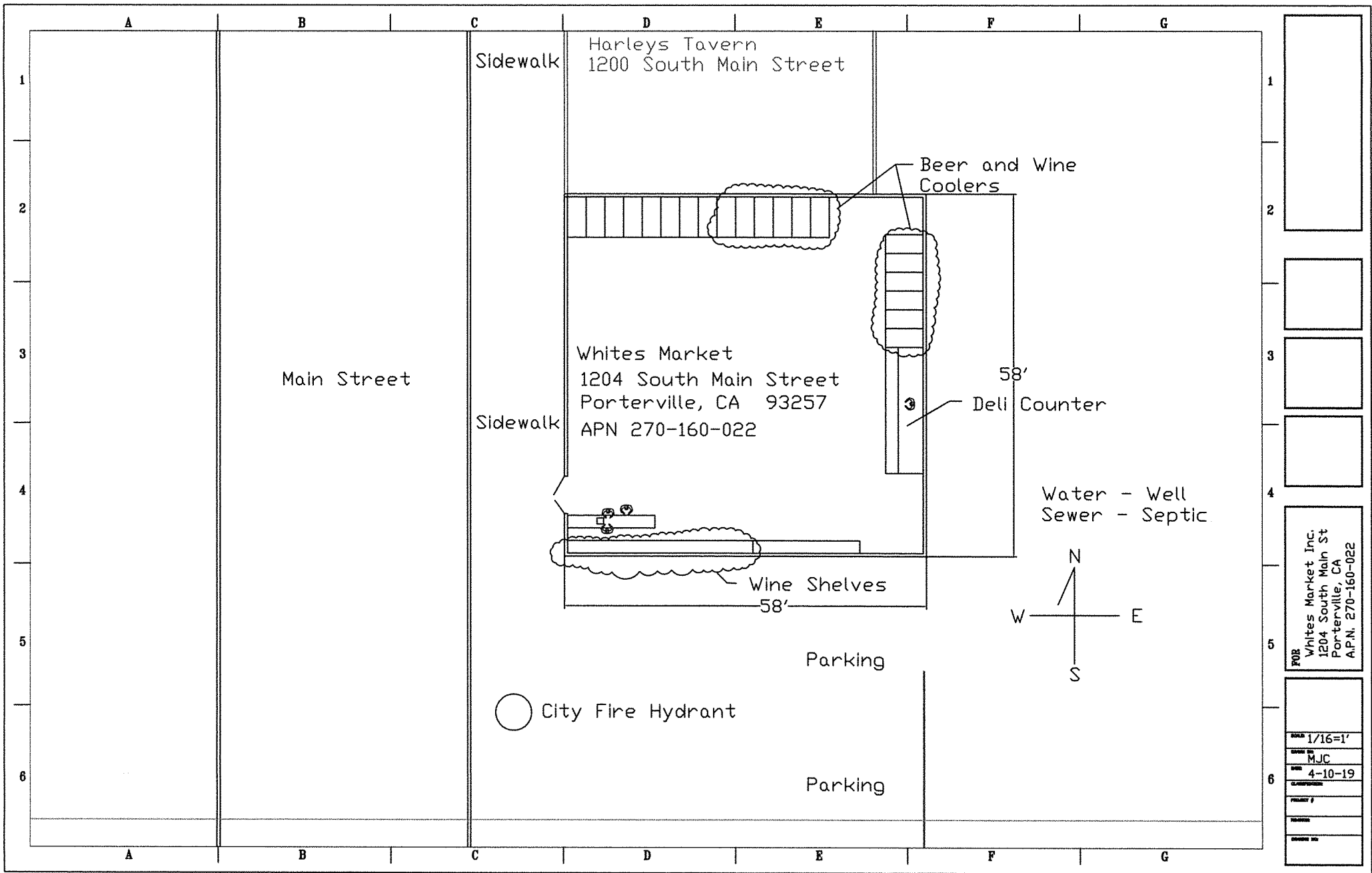


PRC 2019-015
CUP for Whites Market
@ 1204 S. Main St

 Project Location

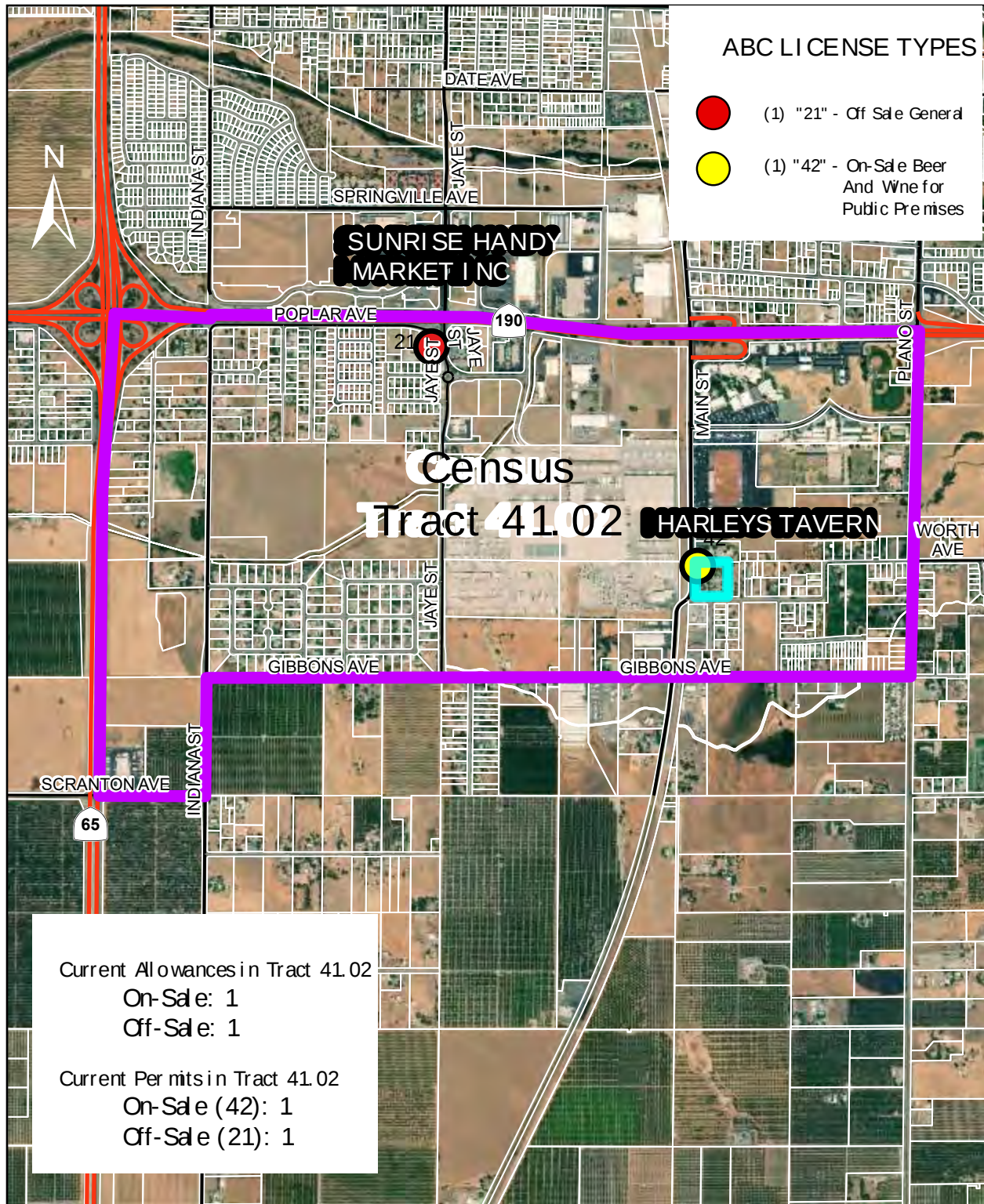
1" = 200 feet





FOR	Whites Market Inc.
	1204 South Main St
	Porterville, CA
	A.P.N. 270-160-022
SOLD 1/16=1'	
DRAWN BY MJC	
DATE 4-10-19	
PROJECT #	
REVISION	
DRAWN BY	

ABC Map
PRC 2019-015



PRC 2019-015
CUP for Whites Market
@ 1204 S. Main St

Project Location
41.02



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 2019-015-C) TO ALLOW FOR THE SALE OF ALCOHOL UNDER A TYPE
20 OFF-SALE (BEER AND WINE) ALCOHOL LICENSE FOR
WHITE'S MARKET LOCATED AT 1204 SOUTH MAIN STREET

WHEREAS: The City Council of the City of Porterville, at its regular scheduled meeting of May 21, 2019, conducted a public hearing to consider Conditional Use Permit (PRC 2019-015-C) to allow for the sale of alcohol under a Type 20 (Beer and Wine) off-sale alcohol license for a convenience store (White's Market) located at 1204 S. Main Street; and

WHEREAS: On May 14, 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 41.02; 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 CR (Retail Centers). The CR designation is intended to maintain a full range of retail uses. The proposed convenience store with alcohol sales would suit the purpose of the zone designation. The convenience store is a permitted use in the CR Zone, and alcohol sales may be permitted in that zone with the requested Conditional Use Permit.

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 sale of alcohol, in association with the Type 20 off-sale license shall be exclusively confined to the interior of the building. No consumption of alcohol is permitted on premises.

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 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 41.02; this tract contains two licenses for alcohol sales; one on-sale and one off-sale. In Census tract 41.02, one on-sale and one off-sale are allowed without being deemed over-concentrated. Approval of this off-sale license would be the second off-sale license, one above the allowable as determined by ABC. Due to the over-concentration of off-sale licenses, a Letter of Public Convenience or Necessity will be required.

NOW, THEREFORE, BE IT RESOLVED: That the City Council of the City of Porterville does hereby approve Conditional Use Permit (PRC 2019-015-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. Hours of operation are limited to 5:00 am to 10:00 pm, seven days per week.
3. The applicant shall operate the establishment in such a manner as 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 as provided in Section 601.10 of the Porterville Development Ordinance.

PASSED, APPROVED AND ADOPTED this 21st day of May, 2019.

Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By _____
Patrice Hildreth, Chief Deputy City Clerk

May 22, 2019

California Department of Alcoholic Beverage Control
Fresno District Office
3640 East Ashlan Ave
Fresno, CA 93726
ATTN: Christine Weldon

RE: White's Market, 1204 S. Main St., 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 20 Off-Sale (beer and wine) for White's Market located at 1204 S. Main Street.

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 41.02 which allows one on-sale and one off-sale license. At the present time one off-sale license currently exists in this tract; the approval of the subject license would result in two off-sale license. Due to the over concentration of on-sale licenses a Letter of Public Convenience or Necessity was required.
2. On May 21, 2019, the City Council conditionally approved Conditional Use Permit (PRC 2019-015-C) to allow the off-sale of beer and wine for White's Market; a copy of that resolution is attached. 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 20 Off-Sale (beer and wine) alcohol license.

Further issuance of an off-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 Retail Centers.

The CR zone designation is intended to maintain a broad range of commercial uses. The requested Conditional Use Permit for a Type 20 Off- Sale General, (beer and wine) alcohol license for a

convenience store 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 20 Off-Sale, (beer and wine) license for White's Market located at 1204 S. Main Street, Porterville, CA.

Sincerely,

Martha A. Flores, Mayor

Attachment: Resolution



CITY COUNCIL AGENDA – MAY 21, 2019

SUBJECT: Consideration for the Modification or Revocation of Modification No. 1 of Conditional Use Permit 8-74 for the New Porterville Rescue Mission

SOURCE: Community Development

COMMENT: On February 5, 2019, the City Council adopted Resolution 10-2019, approving Modification No. 1 to Conditional Use Permit 8-74 (“CUP”), to allow for a social services facility for the New Porterville Rescue Mission (“Mission”), located at 30 South A Street. At the time of project approval, it was noted that approval of the modification to CUP 8-74 provided conditions for the Land Use of the property and did not infer compliance with California Building and Fire codes.

Since first meeting with the applicant’s management through the Project Review Committee process, the Porterville Fire Department has been actively working with the Rescue Mission towards life and safety compliance. An inspection was conducted on January 7, 2019, to identify potential issues and establish a process to correct violations. A stop and desist order was issued, and the Mission was provided a 14-day transition period to comply with the limitation on sleeping arrangements. A mandatory fire watch was implemented at that time to ensure the safety of the residents. Staff had subsequent meetings with the Mission and on January 22, 2019, the Mission was provided a 120-day extension to assist in moving forward towards compliance.

To date, the Mission has begun the clean-up of the site, they have discontinued the daily yard sales and have worked with a local architectural firm to draft plans for improvements that could correct the violations. Unfortunately, the 120-day extension expired on May 15, 2019, without the facility being brought into full compliance.

On May 11, 2019, a Public Hearing was announced for the consideration of a modification or revocation to the CUP subject to condition #4, “The applicant shall operate the establishment in such a manner as 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. In the event that this or any other condition of approval is violated, the City Council may modify or revoke the conditional use permit as provided in Section 601.10 of the Porterville Development Ordinance.”

Staff met with the applicant’s agent, as the question of the appropriate type of occupancy classification and subsequent requirements is still being debated. The

Fire Chief has agreed to allow for the extension of the fire-watch to be performed over the next two (2) weeks. During this time frame, the Mission is required to provide a revised document identifying its daily activities, to assist in establishing the proper occupancy.

Staff has further requested that the Mission provide a schedule of deliverables, due back to staff not later than Wednesday, May 29, 2019, so that at its meeting on Tuesday, June 4, 2019, the City Council can have a clear understanding of how and when the Mission will be able to comply with all fire and life safety concerns, as well as identify a course going forward for compliance with all other applicable codes and regulations. This will ensure adequate time for further discussions, as well as establish reasonable time limits to ensure compliance in the swiftest manner possible, to rectify the currently unsafe conditions.

RECOMMENDATION: That the City Council consider the circumstances of the project, open the Public Hearing and continue to the meeting of June 4, 2019.

ATTACHMENTS: 1. Resolution 10-2019

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

RESOLUTION NO. 10-2019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
CONTAINING FINDINGS AND CONDITIONS IN SUPPORT OF MODIFICATION NO. 1
TO CONDITIONAL USE PERMIT 8-74 (PRC 2018-041-C) TO ALLOW FOR SOCIAL
SERVICES FACILITY FOR THE NEW PORTERVILLE RESCUE MISSION

WHEREAS: The City Council of the City of Porterville, at its regular scheduled meeting of February 5, 2019, conducted a public hearing to consider Modification No. 1 to Conditional Use Permit 8-74 (PRC 2018-041-C) to allow for a Social Services Facility for the New Porterville Rescue Mission located at 30 S. A Street; and

WHEREAS: On January 23, 2019, the Environmental Coordinator made a preliminary determination that the project is exempt from California Environmental Quality Act pursuant to §15301, Existing Facilities in that there is no proposed expansion to the existing building; 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 proposed project is consistent with the Housing Element's goal to provide a variety of housing types. Further, the subject site is consistent with the Zoning Standards for DRM-3 (Downtown High Density Residential) zone and the General Plan Land Use Designation of High Density Residential. The General Plan promotes a mix of residential neighborhoods to provide for a mix of housing types to serve the needs of all Porterville Residents. Additionally, it supports community facilities that are appropriate for a residential environment, including residential care and alcoholism or drug abuse recovery or treatment facilities.

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 so that proposed activities have been evaluated and conditions associated with them be mitigated.

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. In the event that any 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 §15301, Existing Facilities in that there is no proposed expansion to the existing building.

NOW, THEREFORE, BE IT RESOLVED: That the City Council of the City of Porterville does hereby approve Modification #1 to Conditional Use Permit 8-74 (PRC 2018-041-C) subject to the following conditions:

1. Social Service Facilities shall be located, developed and operated in compliance with the following minimum standards. All Social Services Facilities shall provide: adequate and accessible sanitary facilities, including lavatories, rest rooms and refuse containers; sufficient patron seating facilities for dining, whether indoor or outdoor; effective screening devices such as landscaping and masonry fences in conjunction with outdoor activity areas; a plan of operation, including but not limited to, patron access requirements, hours of operation, security measures, litter control, and noise attenuation. Evidence of compliance with all Building Fire Safety regulations and any other measures determined by the City Council to be necessary and appropriate to ensure compatibility of the proposed use or uses with the surrounding area shall be provided with permit application.
2. Upon approval of Modification No. 1, any future change in operation which substantially alters the conditions or nature of the subject business as identified in the Operations Plan (Exhibit A), will require approval by the City Council.
3. Unless an extension of time is granted by the City Council, the conditional use permit shall expire two years after the date of approval if the activity is not active or actively pursued. The City Council may approve a one year extension of any permit or approval granted under this ordinance upon receipt of a written application with the required fee before the permit expires.
4. The applicant shall operate the establishment in such a manner as 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. In the event that this or any other condition of approval is violated, the City Council may modify or revoke the conditional use permit as provided in Section 601.10 of the Porterville Development Ordinance.
5. Pursuant to Section 601.10(d) the City Council may revoke the permit if it makes any of the following findings:
 - a. That approval was obtained by means of fraud or misrepresentation of a material fact;
 - b. That the use in question has ceased to exist or has been suspended for one year or more;
 - c. That there is or has been a violation of or failure to observe the terms or conditions of the permit or variance, or the use has been conducted in violation of the provisions of this ordinance, law or regulation; or
 - d. That the use to which the permit or variance applies has been conducted in a manner detrimental to the public safety, health and welfare or so as to be a nuisance.

6. Pursuant to PDO 300.09 Outdoor Storage is not permitted within the DRM-3 zone (all storage shall be within an enclosed building). Additionally, Resolution 14-2014 does not allow the use of cargo containers in residential zone districts. The two cargo containers present on site must be removed. Both of the existing storage sheds will be required to be relocated outside of the setbacks and would count towards the permitted two accessory structures.
7. The applicant proposes the sale of goods and merchandise as a means of financial support. Retail sales are not permitted in the DRM-3 zone. Section 301.21 allows for temporary uses to include non-profit fund raising. Fund raising sales by a non-profit organization are limited to seven consecutive days, twelve times a year. Merchandise must be stored appropriately on non-sale days. Outdoor Retail Sales must be done in accordance with Section 301.12 of the Porterville Development ordinance.
8. The temporary use of tents for overflow of patrons may be permitted during the winter months, provided that the usage and assembling of tents be opposite of office hours, erecting tents after 7 p.m. and removing them before 7 a.m.
9. At all times, the facility shall be operated and maintained to comply with State Laws, the City of Porterville Development Ordinance, adopted Building and Fire Codes and all other applicable laws and ordinances.
10. The entire site shall be maintained free of refuse, debris, or other accumulated matter and shall be kept in good repair at all times and in an otherwise neat and attractive manner.

PASSED, APPROVED AND ADOPTED this 5th day of February, 2019.

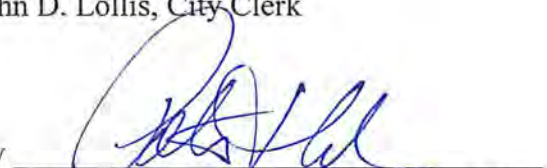


Martha A. Flores, Mayor

ATTEST:

John D. Lollis, City Clerk

By


Patrice Hildreth, Chief Deputy City Clerk

Site and Operations Plan

10/12/2018

—The New Porterville Rescue Mission

30 S. A st.

Porterville Ca 93257

The primary role of this business is to provide temporary shelter or housing for families as well as individuals who currently are not in a position to lease or inherent their own residence.

1. Please see attachment PRM #1 for site and floor plans and detailed dimensions of building and spaces.
2. The specific uses for the shelter structure are as follows;
 - a. *edifice located at 30 S. A st., Porterville*
 1. Dining area/Multipurpose room, congregational interactive bible study and support groups. Accommodates special Events and Community Resource Presentations and Guest Speakers.
 2. The purposes and functions of Headquarters and main office include but are not limited to; Answering any or all questions regarding services provided, client intake, one on one sessions with staff, case management, recommendation and referrals. Answering inquiries regarding donations, meeting with local contributors, volunteers, Probation, Parole, PPD, and any social services or city officials.
 3. The Men's dormitory is also attached to the primary housing structure and currently holds 12 long term residential beds and 6 emergency shelter beds.

b. *edifice* located at 14 S. A St., Porterville

1. The allocated Womens home, both long term residential and emergency shelter facility currently holds 6 long term residential beds and 2 emergency shelter beds.
 2. Womens substance and domestic violence abuse support groups, NA/AA meetings women of faith Bible studies.
3. The shelter provides approximately 75-100 meals per day we accommodate special dietary needs, such as heart healthy diets, allergies, etc. to the community which we serve. Please see attachment PRM #2 for shelter feeding schedule and meals prepared.
 4. Our men's long term facility currently holds 18 total occupants. That includes our long term residential and emergency shelter beds. Our women's facility holds 8 total occupants. Which also includes long term residential and emergency shelter beds.
 5. For housing dormitory layout for the bed arrangements please see attachment PRM#1
 6. Our Long term residency program is a 6 month to 1 yr housing facility. Our emergency shelter provides emergency services for up to 72 hours.
 7. The Porterville Rescue Mission has taken a "Housing First" approach. We offer safety and protection from the hardships of homelessness. We believe that once the immediate burden of homelessness is lifted, it allows for participants to focus, and initiate a plan of action towards self sufficiency.
 - a. We welcome our community by providing 72 hours of emergency food and shelter services. The Porterville Rescue Mission also facilitates a 6 month to 1yr residency Program.
 - b. We offer meals to the homeless and needy but we welcome our entire community, please see attachment PRM#2 for a more details on the food services provided.
 - c. We offer showers to the public during regular business hours. Long term residential participants have access to onsite laundry facilities. We provide essential hygiene products, and participants are allotted laundry detergent
 - d. We provide onsite Resume building workshops, on the job training and employment plugs. For those participants that may not be eligible for

employment due to current circumstance we offer referrals to the qualifying organizations. Which may include but are not limited to; SSI Social security, Mental Health, Tulare works, Family crisis center

- e. . We continue our support towards the participants personal goals, by allocating individual case managers. It allows us to advocate and address the specific needs of each participant.
- f. We assist with transportation to and from scheduled legal/doctor/ and or personal appointments, AA/NA/ other meetings and court proceedings.

8. Hours of operation are as follows

- a. Office hours 7am-7pm
- b. 24 hour onsite staff
- c. 24 hour emergency telephone services
- d. 7pm to 7am overnight staff

9. Staffing needs are as follows;

- a. CEO/Director
- b. Human and community resource specialist
- c. Finance and accounting specialist
- d. Intake specialist
- e. Volunteer service coordinator
- f. Maintenance in house
- g. Grounds and lawn service maintenance/mechanic
- h. Case manager for mens facility
- i. Case manager for women's facility
- j. Lawn service lead
- k. Housing program manager for women's facility
- l. Housing program manager for mens facility
- m. Kitchen lead staff and meal planner
- n. Kitchen cook
- o. Kitchen assistant 1
- p. Kitchen assistant 2

¹ All Attachments will be hand delivered to City Hall, first thing Monday Morning.

STATE OF CALIFORNIA)
CITY OF PORTERVILLE) SS
COUNTY OF TULARE)

I, JOHN D. LOLLIS, the duly appointed City Clerk of the City of Porterville do hereby certify and declare that the foregoing is a full, true and correct copy of the resolution passed and adopted by the Council of the City of Porterville at a meeting of the Porterville City Council duly called and held on the 5th day of February, 2019.

Said resolution was duly passed, approved, and adopted by the following vote:

Council:	PEÑALOZA	WARD	FLORES	STOWE	REYES
AYES:	X	X	X	X	
NOES:					X
ABSTAIN:					
ABSENT:					

JOHN D. LOLLIS, City Clerk


By: Luisa Zavala, Deputy City Clerk



CITY COUNCIL AGENDA – MAY 21, 2019

SUBJECT: Consideration to Amend Federal Transit Administration Grant CA-90-Z116

SOURCE: Public Works

COMMENT: The City of Porterville executed a Federal Transit Administration (FTA) capital and operating assistance grant award (CA-90-Z116) on April 24, 2014. This grant is scheduled to be closed out by the end of Federal Fiscal Year 2020, which is September 30, 2020.

All of the projects approved in the grant will be completed on time, except for the design of a transit administration and maintenance facility. This project was awarded \$400,000 in FTA funds with a local match of \$100,000. However, staff is estimating that an additional \$500,000 in project funds, for a total project cost of \$1,000,000, would be the total cost to design this facility.

Due to other immediate needs of the transit system, staff has been unable to secure the additional funding to fully fund the design engineering and design of a transit administration and maintenance facility. Additionally, funding to construct the facility, after the design has been approved, has not been secured, and is estimated to cost \$10 million. Staff has identified the FTA's Bus and Bus Facilities Formula Program (5339a), Low or No Emission Vehicle Program (5339c), or State of Good Repair (5337) grant programs as possible funding opportunities to both design and construct the facility in the near future.

Since 2014, the City Council has authorized staff to seek funding to convert the transit fleet to zero-emission in an effort to reduce greenhouse gas emissions in our community. Since that time, the City has been awarded over \$15 million in federal, state, and local funds for clean air projects. With this financial assistance the City has expanded its CNG fueling facility, purchased 10 battery-electric transit buses, constructed the City's first 6 public charging stations, and is currently constructing the City's heavy-duty charging station facility. The City has also partnered with Southern California Edison to upgrade the necessary electrical infrastructure needed to power the charging stations, reduce the cost and complexity of adopting electric buses, and receive a 5-year waiver on demand charges.

To date, the City has converted 10 of its 18 transit buses to battery-electric, and recently submitted an FTA Low or No Emissions project application for 15 additional battery-electric vehicles for demand response, vanpool, and microtransit services. The California Air Resources Board new Innovative Clean Transit regulation requires transit agencies to be 100% zero-emission by

2030, it is the City's goal to be 100% zero-emission by 2025.

The City has benefited from being an early adopter of zero-emission technologies. Funding for this technology has been abundant, and the City and staff have been considered an expert in this field. Recently, staff was selected to be a part of the California's Transit Association Zero Emission Bus (ZEB) Task Force to develop and provide technical guidance and policy related to: ZEB funding and financing; charging station infrastructure design, electricity rate design, and workforce development and training.

However, much of the effort has been given to convert the transit fleet to zero-emission without a comprehensive plan. A comprehensive plan for the transition to zero-emission should include the following: identify the latest cost-effective technologies and initiate concepts for the fleet and facility transition; evaluate existing grid infrastructure for integration needs; bus route and schedule modeling and analysis; provide life cycle analysis for all emerging relevant technologies; renewable energy microgrid opportunities; energy storage opportunities; and identify all funding opportunities to support the plan. More importantly, this master plan will protect the City's investment in this technology and provide a more sustainable future for transit services.

It is staff's recommendation that the City Council approve the draft Resolution, which authorizes staff to amend grant award CA-90-Z116 to move project funds from the engineering/design of a transit administration and maintenance facility to engineering/design of a battery-electric charging station and energy storage facility. Staff will follow FTA Circular 5010.1E which provides guidance for post-award administration and management activities for all FTA federal assistance programs. Should the FTA approve the grant amendment, staff will come back to Council for authorization to advertise requests for bids for consulting services in the development of this comprehensive plan.

RECOMMENDATION: That the City Council adopt the draft Resolution authorizing staff to amend the FTA grant CA-90-Z116 and move project funds from the engineering/design of a transit administration and maintenance facility to engineering/design of a battery-electric charging station and energy storage facility.

ATTACHMENTS: 1. FY 19 Draft Resolution-Grant Amendment

Appropriated/Funded:

Review By:

Department Director:

Mike Reed, Acting Public Works Director

Final Approver: John Lollis, City Manager

RESOLUTION NO. ____ - 2019

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF PORTERVILLE APPROVING AND AUTHORIZING
THE FIRST AMENDMENT TO AGREEMENT CA-90-Z116
WITH THE FEDERAL TRANSIT ADMINISTRATION**

WHEREAS, the City of Porterville executed Grant Agreement CA-90-Z116 between the Federal Transit Administration and the City of Porterville on April 24, 2014; and

WHEREAS, the Original Agreement shall be amended to move \$400,000 in federal project funding for engineer/design of a transit administration and maintenance facility to engineer/design of a battery-electric charging station and energy storage facility.

NOW THEREFORE, BE IT RESOLVED AND ORDERED that the City Council of the City of Porterville does hereby Authorize John Lollis, City Manager, or designee, to file and execute the First Amendment to Grant Agreement CA-90-Z116 between the Federal Transit Administration and the City of Porterville.

PASSED AND ADOPTED by the City Council of the City of Porterville, State of California, at a regular meeting of said Council held on May 21, 2019.

Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk



CITY COUNCIL AGENDA – MAY 21, 2019

SUBJECT: 2nd Progress Report - CA State Water Resources Control Board Grant Application for the Provision of Water to Akin Water Company - Phase 2

SOURCE: Public Works

COMMENT: The Akin Water Company is a small, privately owned water company south of Porterville College. The area served by the water company encompasses twenty-three (23) parcels, and according to the applicant, twenty (20) homes are within the water company service boundary. The properties served by Akin Water Company are generally located south of Lincoln Avenue, east of Fourth Street and west of Plano Street. The water well owned and operated by the Akin Water Company, which serves the area, had tested above the recently revised maximum contaminate level allowed for nitrates by the California Department of Public Health (CDPH).

Staff, with the assistance of Self-Help Enterprises, Inc. and NV5 consulting firm, completed the construction documents and CEQA process during the first phase of the California State Water Resources Control Board (Water Board) Planning Grant process. Self-Help, with the assistance of NV5 and the City's consultant, Dee Jaspar and Associates, completed the grant application for the second phase of the Akin Water Company consolidation project. On April 18, 2018, City Council approved state mandated Resolutions and Self-Help Enterprises officially delivered the second phase application to the Water Board shortly thereafter. Since that time, staff had reached out to the Water Board to inquire about the status of the application with no real progress or indication of approval. City and Water Board's staff mutually agreed to hold a conference call on December 18, 2018. During this conference call, staff was informed that the grant application would not be approved with a municipal water well component. However, the Water Board would finance the infrastructure needed to individually meter each property within the Akin Water Company service boundaries. The position of the Water Board was contrary to both written agreements and CDPH staff commitments to fund both a municipal water well and the internal infrastructure, which is based upon the capacity requirement for the Akin Water Company being minimal and that this water company shall be considered part of the water capacity needs subsequently negotiated for the East Porterville Water Supply project. It should be noted that the Central Mutual Water Company, not Akin Water Company Consolidation project, was a part of the water capacity analysis for the East Porterville Water Supply Project.

Staff presented three (3) potential options to the Council during its January 15, 2019 City Council meeting. The potential options to consider were:

Item No. 17.

1. Request that the Water Board honor the original agreement;
2. Request that the Water Board execute the Akin Water Company Consolidation Construction application, including the municipal water well, and the City finance one of the wells associated with the East Porterville Water Supply Project; or
3. Continue with the East Porterville Water Supply Project, related to the additional capacity needs, and the City finance the municipal well as planned for the Akin Water Consolidation Project.

During the meeting of January 15, 2019, City Council directed staff to meet with Water Board's staff to discuss the viability of both Options 1 and 2. A conference call was held on January 30, 2019, with Mayor Flores, Council Member Stowe, City staff, Water Board's staff, and Mr. Justin Turner (Chief of Staff for Assemblyman Devin Mathis), all attending the call. The Water Board's staff expressed that it could not support maintaining the original agreement due to regulations, but could support Option No. 2 and would be providing a letter to that effect, essentially documenting the conversation. The letter was delivered to Mayor Flores on April 30, 2019, which is attached for Council's review and consideration. Should Council approve the letter of commitment from the Water Board, staff will then be tasked with modifying the scope of the Akin Water Company consolidation application, and memorializing their commitment to Option No. 2. Upon the Water Board's formal approval of the application, Water Board's staff and City staff will cooperatively work together in creating a funding agreement for Council's consideration for approval.

For Councils benefit, the following is a status update on various water system capacity, storage and enhancement projects:

East Porterville Water Supply Project:

The Department of Water Resources (DWR) has hired a contractor to construct the 1.2 million gallon (MG) water reservoir adjacent to the East Porterville 3MG water reservoir located north of Jasmine Ranch Subdivision. Included in this project is the construction of a booster pump system at the southeast corner of Salisbury Street and Tomah Avenue. The booster pump station will deliver water from the City's west pressure zone to the central pressure zone where a majority of the City's water storage exists. Completion is anticipated by this time next year.

The City is patiently waiting upon DWR delivery of plans and specifications for the equipping of a new municipal well located at the southwest corner of Westwood Street and the Friant Kern Canal crossing, commonly known as Well No. 35. This project will be bid and managed by the City of Porterville as mutually agreed upon between the City and DWR. Staff anticipates completion by late Spring of 2020.

Finally, and assuming City Council approves Option No. 2 as described herein,

staff anticipates completing the construction of this municipal well, known as Well No. 34 or Akin Well, during the summer of 2020, assuming a funding agreement is secured by June 30, 2019.

Locally Funded Water Projects:

The City has hired a contractor to drill Well No. 37 and anticipates completion by mid-July, 2019. Well facility equipping, Phase 2, should begin during the fall of 2019 and should be completed by May or June of 2020. This well is located within the southeast corner of Summit Estates Two Subdivision (Smee Homes, Inc.), generally located adjacent to the Tule River between Mathew Street and Newcomb Street.

Additionally, staff is attempting to upgrade the SCADA system for operational enhancements of the water system. Simply described, a SCADA system allows Water Division staff to remotely control and monitor major water facilities (storage reservoirs, municipal water wells, booster pumps, etc.) twenty-four (24) hours, seven (7) days a week and has been an essential tool in managing the City's Water Conservation Plan, particularly during drought years. A majority of the operations become manual without a viable SCADA system. The current SCADA system has out lived its useful life and is no longer supported by the original integrator. The system is currently on life support and staff has hired an integrator to modify limited aspects of the system to keep it functional until a permanent solution is achieved. Staff anticipates completing a fully upgraded SCADA system during the Spring of 2021.

Finally, and assuming City Council approves Option No. 2 as described herein, staff has directed our property negotiating consultant to pursue the acquisition of property for another municipal water well, known as Well No. 36, which is located generally north of Olive Avenue between the Tule River and Redwood Street. Staff anticipates completing the construction of this municipal well during the Spring of 2021, assuming successful property negotiations.

RECOMMENDATION:

That City Council:

1. Accept staff's water system upgrade informational report.
2. Approve Water Board's letter as a commitment to move towards the construction of a municipal water well as herein defined in this staff report as Option No. 2; and
3. Direct Public Works Director and supporting staff to cooperatively work with Water Board's staff to modify the Akin Water Consolidation funding application in solidifying the Option No. 2 approach.

ATTACHMENTS:

1. Water Boards Letter Received 4-30-19
2. Locator Map - North of Jasmine Ranch
3. Locator Map - Booster Pump Salisbury and Tomah

4. Locator Map - Well #35
5. Locator Map - Well #34
6. Locator Map - Well #37
7. Locator Map - Well #36

Appropriated/Funded:

Review By:

Department Director:

Mike Reed, Acting Public Works Director

Final Approver: John Lollis, City Manager

State Water Resources Control Board

APR 30 2019

The Honorable Martha A. Flores
Mayor of City of Porterville
291 North Main Street
Porterville, CA 93257

**RE: CITY OF PORTERVILLE'S CONSOLIDATION OF AKIN WATER COMPANY PROJECT,
DRINKING WATER STATE REVOLVING FUND (DWSRF) PROJECT NO. 5410010-018C**

Dear Mayor Flores,

In July 2017, the City of Porterville (City) submitted a Drinking Water State Revolving Fund (DWSRF) construction application to consolidate Akin Water Company (DWSRF Project No. 5410010-018C). Akin Water Company previously received Funding Agreement No. 84-11C45, dated June 16, 2011, and Funding Agreement No. 84-13C125, dated June 10, 2013, for the planning tasks associated with consolidating into the City. The planning project drilled a test well with favorable results on property owned by the City. The proposed construction project includes a new well and water distribution system infrastructure necessary to fully consolidate the customers of Akin Water Company.

In 2014 the unincorporated community known as East Porterville lost access to potable water due to the recent drought. The Governor's Office of Emergency Services, Tulare County, the Department of Water Resources (DWR), and the State Water Resources Control Board (State Water Board) worked with the City to provide East Porterville residents with a sustainable municipal water supply. The effort has included the drilling of two additional wells, known as Well C1 and Well C10, and the City is pursuing the acquisition of a property for a third well, Well C5, although it has faced difficulties in its attempts to do so.

On January 30, 2019, a conference call was held with representatives of the State Water Board and the City to discuss the DWSRF Project No. 5410010-018C funding application. The State Water Board informed the City that an additional well is only eligible for funding through the DWSRF Program if it is necessary to meet the capacity needs of the water system. As a result of the improvements being constructed in the East Porterville Water Supply Project, and with the inclusion of a third well to be developed to meet the water demand needs of East Porterville residents, it was determined that additional capacity from a fourth well would not be necessary to serve Akin Water Company residents.

The City requested that the State Water Board proceed with the original scope of work for DWSRF Project No. 5410010-018C, including the development of a new well and consolidating Akin Water Company residents, with the understanding that this additional well will be used to provide both capacity for the Akin Water Company residents as well as satisfy the remainder of

the East Porterville residents capacity needs. The State Water Board agreed to this approach and will continue to process the funding application for DWSRF Project No. 5410010-018C. State Water Board staff will work with the City to modify the existing East Porterville Water Supply Construction Project Phase 2 (DWSRF Project No. 5410010-017C), Funding Agreement No. D16-02087 with DWR, to remove Well C5 from the scope of work and include the additional capacity needs for East Porterville residents in the project description for the Consolidation of Akin Water Company application (DWSRF Project No. 5410010-018C). The City indicated that they intend to continue pursuing Well C5, but with their own funds.

We recognize the difficulties presented to the City and thank you for your continued support in providing a safe and reliable drinking water supply for the residents in your community. If you have any questions regarding this letter, please contact Pete Stamas at (916) 552-9983 or Pete.Stamas@waterboards.ca.gov.

Sincerely,



Leslie S. Laudon, Deputy Director
Division of Financial Assistance

cc:

Mr. John Lollis, City Manager
City of Porterville

Mr. Michael Reed, Public Works Director
City of Porterville

Mr. Devon Mathis, Assemblyman
State Assembly District 26

Mr. Justin Turner, Chief of Staff
State Assembly District 26

Mr. Arthur Hinojosa, Chief
Department of Water Resources

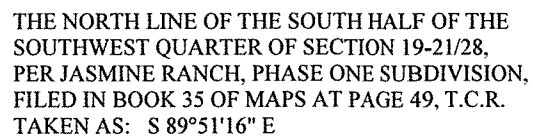
Mr. Kevin Faulkenberry, Chief
Department of Water Resources

Mr. Steve Doe, Chief
Department of Water Resources

Mr. Jim Akin, Owner
Akin Water Company

Mr. Bryan Potter, District Engineer
Division of Drinking Water

EXHIBIT "B"



OWNER	GREG AND CINDA WOODARD
APN	255-190-022
AREA	82,521 +/- S.F.
ACRES	1.89 +/- AC.
SCALE	1" = 100'
DATE	3/24/17
DRAWN BY	CAL
CHECKED BY	VS/MKR

**SUBJECT
LOCATION**



CITY OF PORTERVILLE
ENGINEERING DIVISION

291 NORTH MAIN STREET
PORTERVILLE, CA. 93257
(559) 782-7462

**BOOSTER PUMP LOCATION
W TOMAH AVE AND
N SALISBURY ST**

DRAWN BY	CAL
CHECKED BY	
SCALE	1" = 100'-0"
DATE	5/15/2019

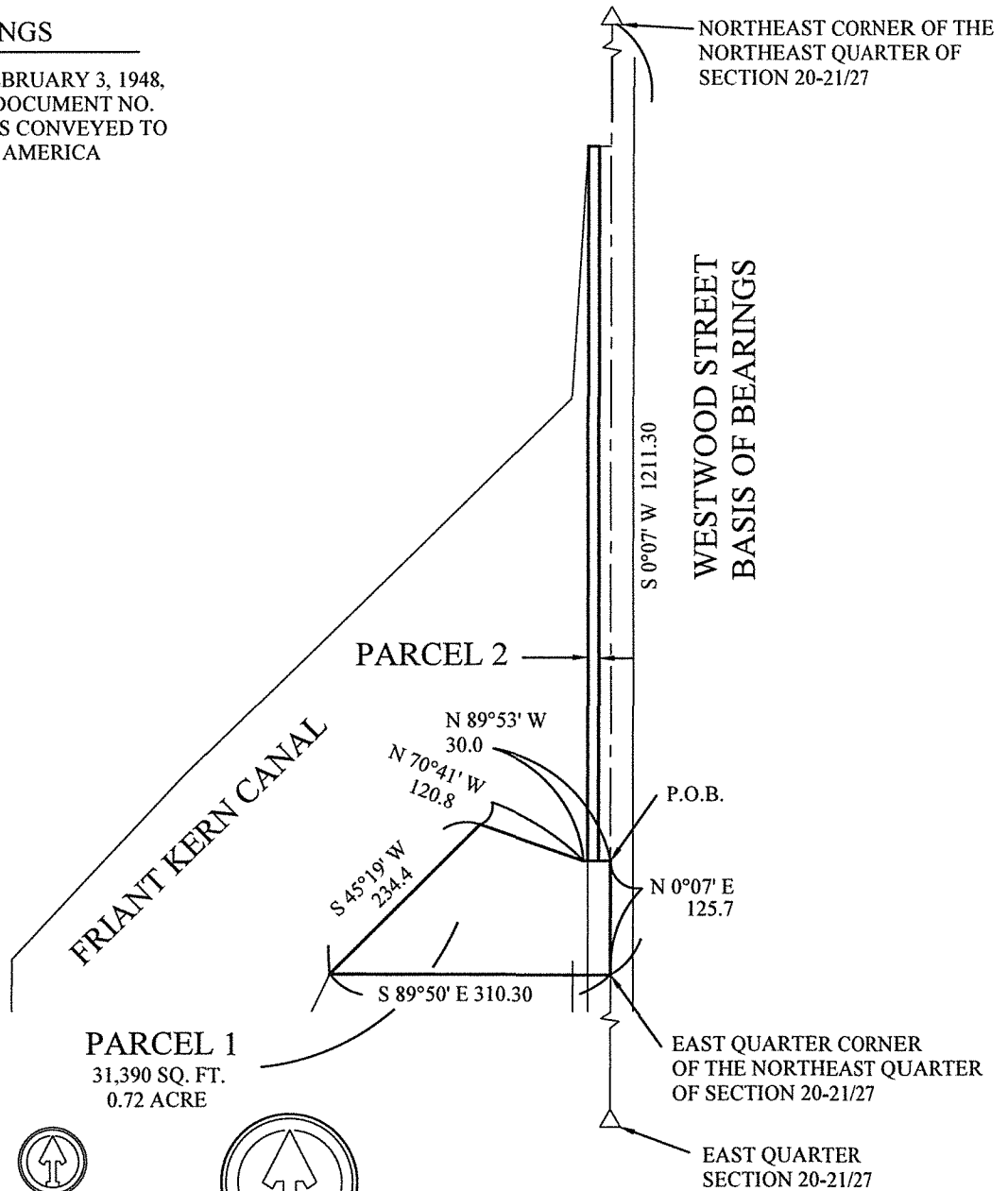
**SHEET
1
OF
1**

PLAT MAP

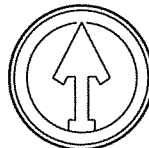
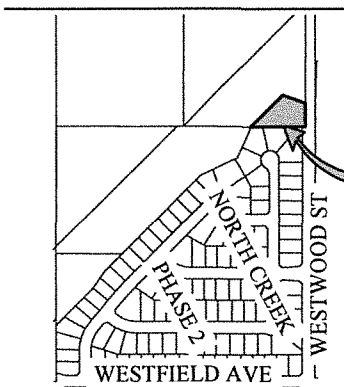
EXHIBIT "B"

BASIS OF BEARINGS

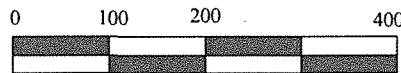
TAKEN FROM DEED DATED FEBRUARY 3, 1948,
RECORDED MAY 13, 1948 AS DOCUMENT NO.
12868 OF OFFICIAL RECORDS AS CONVEYED TO
THE UNITED STATES OF AMERICA



VICINITY MAP



SUBJECT LOCATION



SCALE: 1"=200'

ALL DISTANCES ARE IN
FEET AND DECIMALS THEREOF

NOTE

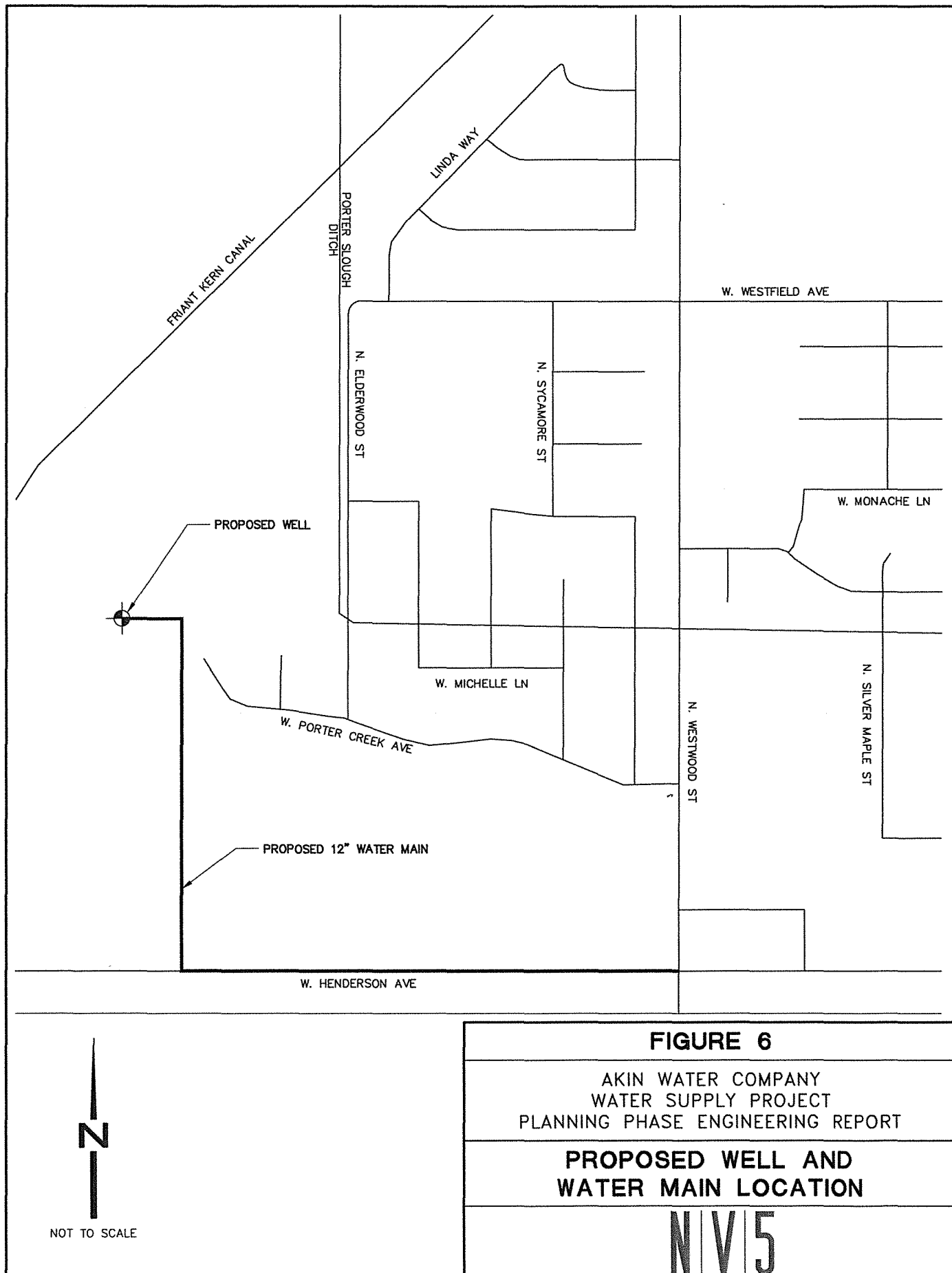
ALL BEARINGS AND DISTANCES PER
DRAWING F-4291-A DATED MARCH 8,
1947 PREPARED BY THE UNITED
STATES DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION FOR THE
CENTRAL VALLEY PROJECT
-CALIFORNIA FRIANT KERN CANAL
RIGHT OF WAY

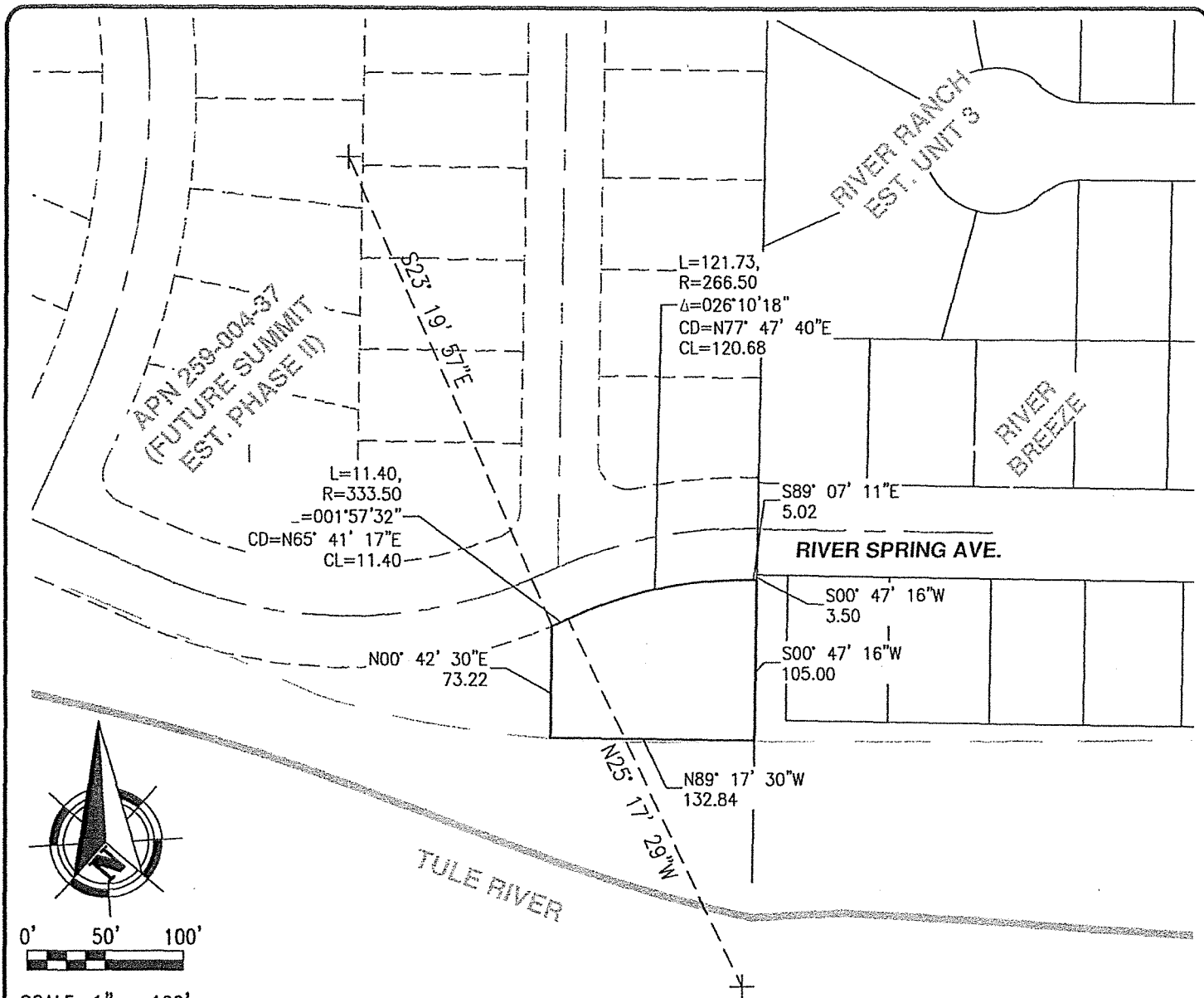
CITY OF PORTERVILLE ENGINEERING DIVISION

291 NORTH MAIN STREET
PORTERVILLE, CA. 93257
(559) 782-7462

That portion of the East Half of the
Northeast Quarter of the Northeast
Quarter of Section 20, Township 21
South, Range 27 East, Mount Diablo
Base and Meridian, in the County of
Tulare, State of California

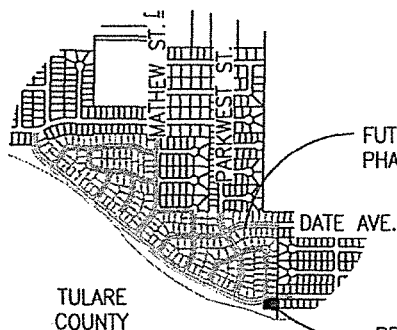
OWNER	MAUDE E CHURCH TRUST
APN	240-040-014
AREA	34,107 +/- S.F.
ACRES	0.72 +/- AC.
SCALE	1" = 200'
DATE	4/18/17
DRAWN BY	CAL
CHECKED BY	VS/MKR





0' 50' 100'

SCALE: 1" = 100'



FUTURE SUMMIT EST.
PHASE II

DATE AVE.

TULARE
COUNTY

PROPERTY
LOCATION



CITY OF PORTERVILLE

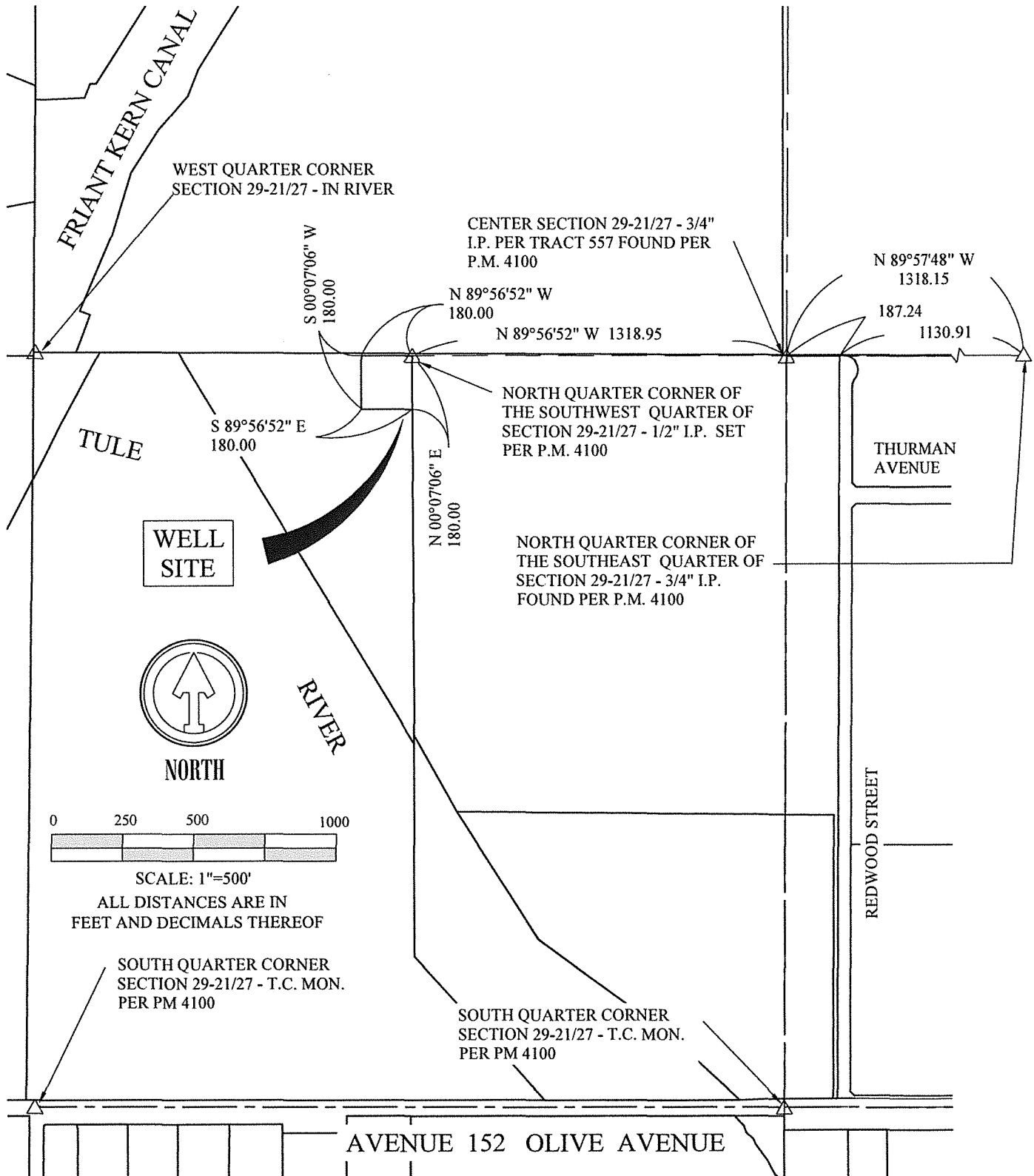
ENGINEERING DIVISION

291 NORTH MAIN STREET
PORTERVILLE, CA. 93257
(559) 782-7462

POSSIBLE WELL LOCATION

OWNER	SREE BUILDERS
APN	
AREA	12,625 SQ. FT.
ACRES	0.29 ACRE
SCALE	1" = 40'-0"
DATE	3/10/2017
DRAWN BY	
CHECKED BY	MKR

EXHIBIT "B"



CITY OF PORTERVILLE

ENGINEERING DIVISION

291 NORTH MAIN STREET
PORTERVILLE, CA. 93257
(559) 782-7462

**Proposed Well
Site**

OWNER	ALAN AND ELIZABETH CHANGALA
APN	240-070-018
AREA	32,400 +/- S.F.
ACRES	0.74 +/- AC.
SCALE	1" = 500'
DATE	11/21/18
DRAWN BY	CAL
CHECKED BY	MKR



CITY COUNCIL AGENDA – MAY 21, 2019

SUBJECT: Review of Draft Cannabis Dispensary Application, Potential Request for Proposal Process and Time Frame, and Fees

SOURCE: City Attorney

COMMENT: The City Council adopted and gave second reading to Ordinances authorizing and regulating up to three (3) cannabis dispensaries (with one of the three dedicated to medical cannabis), on May 7, 2019, and the Ordinances will go into effect on June 6, 2019. While the Ordinances authorize the City Council to permit and regulate the businesses, the Ordinances also provide the City Council with the flexibility to develop the permitting processes, and any and all fees associated with such processes. Consequently, this office and City staff have been working on the development of a draft Request for Proposals (RFP) process, application acceptance and approval processes, and potential proposed fees, after reviewing many examples from other cities around the State and developing staff's own independent recommendations.

Proposal Process

Many of the proposal examples staff reviewed were quite complex, while others attempted to keep the process more straightforward, but most shared some common ground on certain information required during the process.

Attached is the first draft of an RFP application, containing proposed requirements from the potential applicants. The application describes what will be expected by the City of these businesses, and follows some of the more streamlined examples that we came across in our research. The proposed application also contains the recommendations from the City Community Development and Police Departments. At this time this office and staff are seeking input from the Council concerning the substance of the draft application. Also attached is the State's "fact sheet" concerning Retail Storefront operations.

City staff is also requesting input from the City Council concerning the RFP process, which can vary as much as the substantive application requirements. Consistent with the City Council's direction to consider the process the City of Woodlake used, this office looked at how Woodlake considered its applicants in contrast to the process the City of San Luis Obispo used. Woodlake utilized a "phased" RFP and evaluation process, whereas San Luis Obispo utilized a "review all at once" type of process.

Woodlake's phased approach involved requiring "phase 1" and "phase 2" information first. It then performed a criminal background check and at the end of "phase 1" and disqualified all proposers who did not pass the background

check. For “phase 2” it reviewed the proposals from the qualified proposers that “passed” the background checks, which included business, site, security, budget and financial capitalization, and management team plans. Of the finalists it picked after “phase 2,” for “phase 3” it then reviewed the finalist’s proposed product safety and labeling, community benefits program (which for Porterville will be further fleshed out in the Development Agreement), and any proposed additional hiring practices. Once Woodlake picked its “winners,” only then were they invited to apply for a Conditional Use Permit (as required per its regulatory scheme). If Porterville were to go this route, the “winners” could be invited to enter into Development Agreements at this point.

In contrast to this process, the City of San Luis Obispo review everything provided by the proposers directly through its specific departments, and then also utilized a third party consultant “proctor,” to cross-check the scoring by the city for fairness and consistency. It appears to have completed the criminal background checks at the end of the process after selection of the “contingent” operators.

Note that at the Development Agreement stage, the City will be required to engage in environmental review as required by law.

Proposal Time Frame

The time frames for receipt and evaluation of the proposals generally ran between 70 and 90 days. For example, according to its RFP, Woodlake gave potential applicants 32 days to provide the “phase 1” and “phase 2” information, and then notified the applicants of their “phase 3” eligibility three weeks later. Final selection was scheduled 70 days out from the initial release date of the RFP. San Luis Obispo opened its application period for permits for a three week period (commencing January 7th and ending on January 29th), and announced its contingent operators approximately 60 days after the application deadline (for a total time frame of approximately 80 days).

With regard to evaluation criteria, while there is often common ground, this can vary extensively among the jurisdictions. Attached are some samples this office found concerning evaluation/scoring of proposals. This office also looked into the use of a third party consultant, in the event the City Council wishes to utilize a third party to help ensure the objectivity and fairness of the evaluation process. The cities of Grover Beach, Thousand Oaks, and Moreno Valley utilized the services of HdL Companies and found the services provided to be helpful.

Proposed Fees

The City Council will need to establish the application, and initial and annual permit/license fees associated with the businesses. The City departments are currently evaluating what fees should be required (and at what level). These vary extensively depending on the City and are directly related to the cost of accepting and processing the proposals, permits, review and negotiation of the subsequent development agreements, and future inspection and enforcement costs. Staff has identified the following categories of fees that will potentially need to be considered and adopted by the City Council: 1) Retail Storefront Application Fee, 3) initial permit fees, and 2) Annual License Renewal Fee. Staff is currently reviewing whether specialized CEQA or design review fees

are needed. Attached are some sample fee schedules that illustrate how these can vary city-to-city.

Additionally, the City will negotiate a monthly community benefit and/or operations fee as consideration for entering into a Development Agreement with a dispensary and granting the business a vested right to operate for a specific time period. In staff's research of Cities that have utilized the Development Agreement model, we found that the community benefits and/or operations fees were generally 5-10% of monthly gross receipts, with at least one city employing a 5% of gross receipts OR flat monthly minimum of \$15,000/month for the first year of operation and \$30,000/month thereafter. The term of the Development Agreements range from 5-10 years.

Conclusion

At this time this office and city staff are seeking direction concerning the concepts above, including direction concerning the process and general estimated time frame for issuing the RFP, answering questions, review by City/consultant, interviews, and then selection; direction concerning the evaluation criteria; and any direction concerning the fees. Once direction is received, this office and staff can bring back to the City Council specific RFP procedures for formal adoption (including the specific evaluation criteria), a final draft RFP package, the template for the Development Agreement, and a fee Resolution.

RECOMMENDATION: That the City Council provide direction concerning the draft Cannabis Dispensary RFP application, time frame for receipt and evaluation of proposals, any desired evaluation criteria, and the potential fees.

ATTACHMENTS:

1. Cannabis Business Operator Permit Application Form
2. BCC Retailer Storefront Fact Sheet
3. SLO Evaluation Criteria
4. Alameda Evaluation Criteria
5. Woodlake Fee Schedule
6. SLO Fee Schedule
7. Commerce Fee Schedule

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

CITY OF PORTERVILLE
Community Development Department
291 North Main Street, Porterville CA 93257
(559)782-7460

Commercial Cannabis Business Permit Application – Storefront Dispensary

A. Business Information

Business Name: _____

Property Address: _____

Assessor Parcel Number: _____ Zoning Designation: _____

B. Business Type (Check all that apply)

☐ Retailer Storefront (Adult-use)	☐ Retailer Storefront (Medical)	☐ Retailer Storefront (Adult-use and Medical)
--	--	--

*GR – Gross Receipts

C. Definitions

Applicant - The entity petitioning for the Cannabis Business Operator Permit.

Principal(s) - The individual members of the applicant team.

Primary Principal - An individual who has a 10% or greater ownership stake of the applicant business, which includes partners, officers, directors, and stockholders of every corporation, limited liability company, or general limited partnership that owns at least 10% of the stock, capital, profits, voting rights, or membership interest of the commercial cannabis business or that is one of the partners in the commercial cannabis business; the managers of the commercial cannabis business.

Operator - An applicant that has been licensed and conducts or conducted active cannabis operations.

Majority - A greater number; more than half. An equal number does not constitute a majority.

D. Applicant Information

Name of Primary Responsible Party Completing the Application: _____

Title: _____ DOB: _____

Social Security No: _____

If applicant is a not for profit, corporation, partnership or other business entity, please identify:

Name of Business Entity: _____

Type of Ownership: _____

Federal Tax Id: _____ Start Date: _____

Mailing Address: _____

Primary Phone No: _____ Alt. Phone No: _____

Email Address: _____

Preferred method of contact (check one) ☐ Mail ☐ Phone ☐ Email

E. Additional Responsible Party Information

Name: _____

Title:	DOB:		
Social Security No:			
Mailing Address:			
Primary Phone No:	Alt. Phone No:		
Email Address:			
Preferred method of contact (check one)	☐ Mail	☐ Phone	☐ Email

Please attach additional sheets if there are more than 2 Responsible Parties.

F. Information on Property Owner or Landlord

Name:			
Mailing Address:			
Primary Phone No:		Alt. Phone No:	
Email Address:			
Preferred method of contact (check one)	☐ Mail	☐ Phone	☐ Email

If the applicant is not the legal owner of the property, the application must be accompanied by a notarized Owner's Statement of Consent to operate a commercial cannabis business on the property.

G. Related License Information

The applicant and/or responsible parties has been associated with a commercial cannabis business permit in the past 10 years.

☐ Yes ☐ No (If yes, please provide the following information)

Name:		
City or County:	Start Date:	End Date:
Business Name:		Business Type:

Please attach additional sheets if necessary.

Required Submissions (Please check the box for each attachment)

Please attach all applicable documents listed below as part of your application as they pertain to your business type. For any items that do not apply to your business type, please provide a brief explanation as to why they do not apply.

- ☐ Business Operations Plan
- Business Plan: A plan describing how the commercial cannabis business will operate in accordance with City code, state law, and other applicable regulations. The business plan must include plans for handling cash and transporting cannabis and cannabis products to and from the site. The plan must include a description of the day-to-day operations of the facility including but not limited to standard operating procedures, number of employees, training program, inventory and quality control measures, lists of both recreational and medicinal products anticipated to be available (if applicable), waste management plan, delivery processes, testing, quality

control practices and procedures, visitor and vendor protocols (logs, non-disclosures, etc.), and track and trace procedures and policies.

- Community Relations Plan: A plan describing who is designated as being responsible for outreach and communication with the surrounding community, including the neighborhood and businesses, and how the designee can be contacted.
- State Licenses: Copies of the state licenses relating to the commercial cannabis business licenses, the applicant holds (when available).
- Insurance: The applicant's certificate of commercial general liability insurance and endorsements and certificates of all other insurance related to the operation of the cannabis business.
- Budget: A copy of the applicant's most recent annual budget for operations (If available)
- Financial Capacity/Proof of Capitalization: Proof demonstrating sufficient capital is in place to pay startup costs and at least three months of operating costs. Proof of capitalization shall be in the form of financial information such as bank statements and balances, available loans and/or other sources of funding the enterprise, and/or documentation of cash or other liquid assets; and a Letter of Credit.
- Products and Services: A list/description of the general products and services the business will provide.
- Management Team: An organization chart with the name and role of each known member of the management team, including roles that are known but unfilled, resumes for each member of the management team, a discussion of the experience of the management team, and information concerning any special business or professional qualifications or licenses of the management team that would add to the number or quality of services that the facility would provide, especially in areas related to medicinal cannabis, such as scientific or health care fields

☐ Education Plan: A plan describing the type of cannabis education and prevention efforts that will be provided by the business to the community.

☐ Security Plan: The security plan must be prepared by a qualified professional. A detailed security plan must outline the measures that will be taken to ensure the safety of persons and property on the business site, including general security policies, employee-specific policies and training, discussion of transactional security, visitor security, third-party security, and delivery security. Applicants should address ingress and egress access, perimeter security, lobby and storage area security, product security (at all hours), internal security measures for limited access areas, type of security systems (alarms, cameras, etc.), and security personnel to be employed. Displayed items must be secured behind a counter, and only accessible in the presence of an employee. Video surveillance must be provided at all times in a manner and design approved by the Porterville Police Department, and stored for a period of at least 90 days, and accessible by the Department. Facilities shall have a burglar alarm, to include panic buttons located at the front lobby and retail areas. Alarm services must be provided/monitored by a third party alarm company, with notification to the Porterville Police Department. GPS data for delivery vehicles must be preserved for not less than 90 days and made available to the Porterville Police Department upon request. The discussion must also include a description of how cannabis will be tracked and monitored to prevent diversion, such as by verifying the status of recommending physicians and retaining copies of all written recommendations from recommending physicians when applicable. Applicants are encouraged to provide a sample written policy that has been developed. Security plans shall not be made public, unless required by court action. Security plan details that could aid persons who wish to commit security violations shall be considered to be confidential and shall not be released to the public unless ordered by a court of law.

☐ Lighting Plan: A detailed lighting plan showing existing and proposed exterior and interior lights that will provide adequate security lighting for the business site. The lighting plan shall be subject to review, adjustment and approval of all City Departments.

☐ Site and Floor Plans: A dimensioned site plan of the business site, including all buildings, structures, driveways, parking lots, landscape areas and boundaries. Also provide dimensioned floor plans for each level of each building that makes up the business site, including the entrances, exits, and walls. The plans shall also include the following information about the site: current zoning, parking requirements, consistency with development standards for the zone and any applicable design guidelines, the new development planned for the site, and any other site development information. Entrances shall be unobstructed by tall landscaping or architectural features, and shall be visible from the public right of way and parking areas. The floor plan must provide for a front lobby that is completely separate and secured from the dispensary, for a separate secured storage room (which is illuminated and ventilated, and constructed of materials not easily compromised such as steel or concrete), and all requirements as required by State law. All facilities shall have a secured room within which all non-display cannabis merchandise is stored. The applicant must provide proof of ability to lease or purchase the property (Property Owner Affidavit). The plans provided must be to scale. The Retail Operation may be a component of a larger development proposal which can be described in this application.

- ☐ Odor Control Plan: A detailed plan describing how the applicant will prevent all odors generated from the storage of cannabis from escaping from the buildings on the business site, such that the odor cannot be detected by a reasonable person of normal sensitivity outside the buildings.
- ☐ Product Safety and Labeling: The applicant shall provide how the facility will ensure enhanced consumer safety by testing or confirming that testing has been certified for biological and chemical contaminants. The applicant must also submit a discussion regarding the product labeling standard to be employed and how they will be in compliance with state and local laws, regulations, and policies. The applicant must also provide information on product labeling sufficient to ensure that cannabis and edible products containing cannabis clearly identify the percentage level of delta-9 (trans) tetrahydrocannabinol, cannabidiol, and cannabinol, and have adequate warnings.
- ☐ Community Benefits: The applicant shall demonstrate to the satisfaction of the City of its intent to local hiring and community support. The applicant must provide a discussion of how it intends to provide the City and its residents with community benefits and mitigate any nuisance and/or negative impacts that the facility's existence may create. Applicants must provide the City a description of how it plans to develop and implement a Community Benefits Program. Examples of benefits could include, but are not limited to, supporting or funding community programs, employment and job training programs, contributing to local substance abuse programs, funding foreclosure prevention programs, or other activities that benefit the local neighborhood as well as the City of Porterville. Such benefits and funding shall be set forth in a Development Agreement with the City.
- ☐ Hiring and Employment Practices: The applicant must submit a description of their labor and employment practices. These policies and practices could include, but are not necessarily limited to a discussion of hiring plan, training and continuing education opportunities (introductory and ongoing) that will be provided, the provision of equal benefits and/or the execution of a declaration of non-discrimination, and, for an applicant with 20 or more employees, a statement that the applicant will enter into or demonstrate that it has already entered into and will abide by, a labor peace agreement.

H. City Authorization

- ☐ I, the applicant, provide authorization and consent for the City Manager or his/her designee to seek verification of the information contained on this application.

I. Indemnification

- ☐ I, the applicant, agree to the fullest extent permitted by law, any actions taken by a public officer or employee under the City of Porterville regulations for Commercial Cannabis Businesses, shall not become a personal liability of any public officer or employee of the City. To the maximum extent permitted by law, the permittee shall defend (with counsel acceptable to the City), indemnify and hold harmless the City of Porterville, the Porterville City Council, and its respective officials, officers, employees, representatives, agents and volunteers from any liability, damages, actions, claims, demands, litigations, loss (direct or indirect), causes of action, proceedings, or judgments (including legal costs, attorneys' fees, expert witness or consultant fees, City Attorney or staff time, expenses or costs) against the City to attach, set aside, void or annul, any cannabis-related approvals and actions and strictly comply with the conditions under which such permit is granted, in any. The City may elect, in its sole discretion, to participate in the defense of said action and the permittee shall reimburse the City for its reasonable legal costs and attorneys' fees.

J. Nonrefundable Filing Fee

- ☐ I, the applicant, understand and accept that the nonrefundable filing fee must be submitted with the completed Commercial Cannabis Business Permit Application and will be retained by the City regardless of the outcome of the application review.

K. Background – Request for Live Scan Services

- ☐ I, the applicant, understand that a completed and processed Request for Live Scan Service, State of California Form BCIA 8016, as determined by the City of Porterville, by a duly authorized business must be provided for the applicant and all interested parties. All applicable fees and charges are the responsibility of the applicants and interested parties.

L. Disqualification

- Application was received late
- Application is incomplete or inaccurate
- Facility does not meet City business licensing standards
- More than one application is received for the same cannabis business type on one property (stacking of applications)

M. Applicant's Certification

I agree to abide by and conform to the conditions of the permit and all provisions of the Porterville Municipal Code pertaining to the establishment and operation of the commercial cannabis business. I acknowledge that the approval of the Commercial Cannabis Business Permit shall, in no way, permit any activity contrary to the Porterville Municipal Code, or any activity which is in violation of any applicable law.

The information provided is genuine and not a sham, collusive, or made in the interest or on behalf of any party not therein named, and that the applicant has not directly or indirectly induced or solicited any other applicant to put in a sham proposal, or any other applicant to refrain from presenting information and that the prospective provider has not in any manner sought by collusion to secure an advantage.

The applicant has not paid or agreed to pay any fee of commission, or any other thing of value contingent upon the award of a permit or of any exclusive operating area, to any employee, official, or existing contracting consultant of the City of Porterville.

All costs of preparation or proposals including travel for any interviews scheduled shall be borne by the applicants.

All proposals become the property of the City of Porterville. The City reserves the right to reject any and all submittals; to request clarification of information submitted; to request additional information from competitors; and to waive any irregularity in the submission and review process. None of the materials submitted will be returned to the bidder.

Information or materials submitted in response to this application will be stored of file with the City of Porterville, and may be subject to the requirements of the California Public Records Act, or subject to public disclosure as ordered by a court of law. Proposed security plans shall be considered confidential.

The City reserves the right to request additional information not included in this application from any or all applicants.

The City reserves the right to contact references not provided in the submittals.

The City reserves the right to incorporate its standard agreement language into any contract resulting from this application.

The applicant understands that if selected to receive a permit by the City, applicant will be, in accord with City regulations, required to enter into a Development Agreement with the City containing additional terms and conditions for the development and operation of the business. Due to the unique nature of the subject business, a Development Agreement will be crafted to establish the terms and parameters within which the business may develop. If the applicant and City enter into a Development Agreement, the applicant will have ten (10) years to operate a dispensary subject to the Agreement terms and conditions, the local regulations in effect at the time the Development Agreement was executed, and all applicable State law in effect at the time and as may be amended.

I certify under penalty of perjury under the laws of the State of California, that I have personal knowledge of the information contained in this application, that I am authorized to execute this application and all portions thereof, and that the information contained herein is true and correct.

Signature:

Date:

The information contained on this document is subject to disclosure under the Public Records Act.

Applicants providing false or misleading information in the permitting process will result in rejection of the application and/or nullification or revocation of any issued permit. All commercial cannabis permits must be approved by the City Council. The City may attach conditions to the permit. A commercial cannabis permit may be denied if any of the following findings are made:

- (i) The application does not meet all requirements of the commercial cannabis ordinance; or*
- (ii) Approval would very likely result in harm to public safety, health, or welfare; or*
- (iii) Potential negative impacts of the use cannot be mitigated with conditions or through the ordinance requirements.*

Applicants will be notified regarding application completeness

COMMERCIAL CANNABIS BUSINESS OPERATORS PERMIT APPLICATION

PROPERTY OWNER'S STATEMENT OF CONSENT

If the applicant is not the owner of record of the subject site, the following Statement of Consent must be completed by the owner or the owner's authorized representative, granting the applicant permission to apply for a cannabis business operator permit.

I, the undersigned legal owner of record, hereby grant permission to:

Applicant: _____ Phone: _____

Mailing Address: _____

To operate a commercial cannabis business on the property described below. I agree to abide by and conform to the conditions of the permit and all provisions of the Porterville Municipal Code pertaining to the establishment and operation of the commercial cannabis business. I acknowledge that the approval of the Commercial Cannabis Business Permit shall, in no way, permit any activity contrary to the Porterville Municipal Code, or any activity which is in violation of any applicable law. I further understand that I am responsible for, and also subject to, enforcement actions regarding any violations and/or nuisance activity which may occur at this property if leasing the property to the applicant.

The subject property is located at: _____

Assessor's Parcel Number: _____

Printed Name of Owner of Record: _____

Address of Owner of Record: _____

Phone: _____ Email address: _____

Signature of Owner of Record: _____ Date: _____

Attach:

☐ Proof of possession of the premises and approval of use (deed, lease, lease assignment, agreement showing willingness to sell property if applicant obtains permit)

Notary Use Only:

State of California
County of Tulare

On this, the ____ day of _____, 20____, before me a notary public, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purpose therein contained.

I witness hereof, I hereunto set my hand and official seal.

Notary Public

**BACKGROUND INVESTIGATION PACKET – BUSINESS OWNERS
(MUST BE COMPLETED BY EACH OWNER)**

**BACKGROUND INVESTIGATION PACKET – EMPLOYEE
(MUST BE COMPLETED BY EACH EMPLOYEE)**



CANNABIS RETAILER (STOREFRONT) FACT SHEET



RETAILER (STOREFRONT): Sells cannabis goods to customers at its premises or by delivery. A retailer must have a licensed physical location (premises), including an address where commercial cannabis activities are conducted.

RETAILER (STOREFRONT) REQUIREMENTS

• Hours of operation

- A licensed retailer may only engage in sales and deliveries between the hours of 6:00 a.m. and 10:00 p.m. Pacific Time.

• Access to the licensed premises

- Retail area—all customers must provide a valid proof of identification.
 - Only persons 21 years of age or older may access adult-use retailers.
 - Persons 18 years of age or older may access medicinal retailers with a valid physician's recommendation.
 - Retail employees must verify the age and valid proof of identification of all customers before granting access.
- Limited access areas—all persons must be at least 21 years of age and have a business reason for entering the limited access area; non-employees with authorized access must be escorted, and an access log must be maintained.
- Retail premises must be secured while not open for business.

• Cannabis goods for sale

- A licensed retailer may only sell cannabis goods, cannabis accessories, and licensees' branded merchandise or promotional materials.
- A licensed retailer may only receive cannabis goods for sale from a licensed distributor.

- All cannabis goods must comply with all packaging and labeling requirements.
- A licensed retailer may not sell cannabis goods that are expired.

• Delivery

- All delivery customers must provide a valid proof of identification.
 - Persons 21 years of age or older may purchase adult-use cannabis goods.
 - Persons 18 years of age or older may purchase medicinal cannabis goods with a valid physician's recommendation.
 - Delivery employees must verify the age by inspecting a valid form of identification of all delivery customers, in person, before they complete delivery of the cannabis goods.
- Delivery must be made to a physical address in any jurisdiction within California that is not on publicly owned land, a school, a day care, or a youth center.
- During delivery, the employee must carry a copy of the retailer's license, the employee's government-issued identification, and an identification badge provided by the licensed retailer.
- The delivery employee shall not carry cannabis goods valued in excess of \$5,000 at any time, with no more than \$3,000 of cannabis goods that are not already part of a customer order that was processed prior to leaving the premises.
- A delivery request receipt must be prepared for each delivery of cannabis goods and contain all the items listed in section 5420 of the Bureau of Cannabis Control's regulations.
- Delivery must be made in person by a direct employee of the licensed retailer. An independent contractor, third party courier

(continued on next page)



service, or an individual employed through a staffing agency would not be considered directly employed by the licensed retailer.

- Delivery must be made using an enclosed motor vehicle equipped with a GPS device and secure storage for cannabis goods.
- A vehicle used by a licensed retailer for delivery purposes is not required to be owned by the licensee.
- **Customer returns**
 - A licensed retailer may accept customer returns but may not resell the returned cannabis goods. The returned cannabis goods may be destroyed or, if defective, returned to the distributor from which they were obtained.
- **Cannabis goods packaging, labeling, and exit packaging**
 - A licensed retailer may not accept, possess, or sell cannabis goods that are not packaged for final sale. A retailer may not package or label cannabis goods.
 - All cannabis goods must leave the licensed premises in an opaque exit package.
 - Through December 31, 2019, all cannabis goods must either be in a child-resistant package or in a child-resistant exit package. All cannabis goods packaging shall be tamper-evident; and resealable if it contains more than one serving.
 - Beginning January 1, 2020, a package containing cannabis goods shall be resealable, tamper-evident, and child resistant.
- Immature cannabis plants and seeds sold by a licensed retailer are not required to be placed in resealable, tamper-evident, child-resistant packaging.
- **Shipments and inventory**
 - Licensed retailers can only receive shipments between the hours of 6:00 a.m. and 10:00 p.m. Pacific Time.
 - Licensed retailers must be able to account for all inventory of cannabis goods and provide the Bureau with inventory records upon request.
- **Retailer to retailer transfer**
 - Cannabis goods may be transported by a licensed distributor from one retail location to another retail location if the retail licenses for both locations are held by the same licensee.
- **Records**
 - A licensed retailer must maintain financial records, personnel records, training records, contracts, permits, security records, destruction records, data entered into track-and-trace, and an accurate record of all sales for seven years. All records must be made available to the Bureau upon request.



CITY OF SAN LUIS OBISPO

Cannabis Business License Scoring Guidelines

Applicant:

Reviewer:

1. Applicant will make three copies of each proposal.
2. City will compile any additional information related to the applicant for consideration.
3. Discussion between the reviewers during the evaluation will be limited to clarification to ensure an equal understanding of the application.
4. Questions can also be directed to the consultant.
5. Each reviewer will complete a score sheet for each proposal.
6. Points may be awarded in an amount up to the possible points in each scoring criteria.
7. Each completed score sheet will be given to the consultant.
8. The consultant will review all three score sheets for each proposal.
9. If there is a scoring deviation between reviewers on any scoring criteria of more than 30% , the consultant will discuss this specific score with the reviewers.
10. An adjusted score may be agreed upon by the reviewer and the consultant.
11. Once all criteria scores are reviewed and agreed upon, the total aggregate score for all three reviewers will be totaled then divided by three to obtain the final score.

Automatic Fail Criteria:

- Application received after the final filing date.
- Application incomplete.
- Facility does not meet City business licensing standards.
- Only one license applicant allowed per location. Applicants must ask potential landlords if they have existing, competing cannabis business applicants.

Definitions:

An "applicant" is the entity petitioning for the license and "principals" are the individual members of the applicant team.

A "primary principal" is defined as an individual who has a 10% or greater ownership stake of the applicant business.

An "operator" is an applicant that has been licensed and conducts or conducted active operations.

A "majority" is defined as a greater number; more than half. An equal number does not constitute a majority.

Adult-Use Retail Cannabis Merit-Based Criteria and Possible Points

All applications for a license will be evaluated using the merit criteria outlined below. Applicants must submit supplemental documentation or references with the application that support the statements below for review by the City.

Manufacturing, Distribution and Non-Storefront Retail Evaluation Criteria

Merit Criteria 1.0 - Community Benefit			
	Community Benefit (A): Applicant demonstrates a commitment to City through local hiring and community support. Select all that apply within each category and total score. (Up to 20 Points – Deviation Threshold 6 Points)	Possible points	Applicant score
1.1A	Over 90% of employees will be San Luis Obispo County residents. (10 points) or 60% - 90% of employees will be San Luis Obispo County residents. (5 points)	10	
1.2A	Over 80% of supply and equipment expense (non-labor, non-rent expense) will be sourced from businesses within 90 miles. (10 points) or 50% - 80% of supply and equipment expense (non-labor, non-rent expense) will be sourced from local businesses within 90 miles. (5 points)	10	
	Total Community Benefit (A)	20	
	Community Benefit (B): Continued support of community programs in San Luis Obispo (i.e. park cleanups, facility improvements, donating supplies/equipment to youth programs). (Up to 10 Points - Deviation Threshold 3 points)	Possible points	Applicant score
1.1B	Providing over 20 hours per month of community support. (5 points) or Providing over 10-20 hours per month of community support. (2 points)	5	
1.2B	Provide over \$1,000 per month for community support. (5 points) or Provide up to \$1,000 per month for community support. (2 points)	5	
1.3B	Applicant can demonstrate a history of supporting local community programs. (5 points)	5	
	Total Community Benefit (B)	15	
	Total Merit Criteria 1.0	35	

	Merit Criteria 2.0 - Equity and Labor		
	Applicant commits to equity ownership and competitive compensation in comparison to other mainstream commercial businesses. Applicants commitment will be confirmed during annual permit renewal process. Select all that apply and total score. (Up to 20 Points – Deviation Threshold 9 Points)	Possible points	Applicant score
2.1	Applicant includes 3 or more principals with 2% equity or higher who have earned at or below the median household income at the time of application. (8 points) or Applicant includes 1 or 2 primary principals who have earned at or below the median household income at the time of application. (4 points)	8	
2.2	Business will have an average pay rate for entry and mid-level positions of at least 40% more than the median local income for similar positions in other mainstream businesses. (8 points) or Business will have an average pay rate for entry and mid-level positions of at least 20% more than the median local income for similar positions in other mainstream businesses. (4 points)	8	
2.3	Base wages of employees exceed the minimum wage by at least \$3.00/hr.	2	
2.4	Business will allow "labor peace agreement" at 20 or more non-management employees.	2	
	Total Merit Criteria 2.0	20	

	Merit Criteria 3.0 - Financial Investment		
	Financial Investment: Applicant has plans and capital to support a vibrant business within the City. (Up to 25 Points – Deviation Threshold 3 Points)	Possible points	Applicant score
3.1	Applicant demonstrates financial capacity to capitalize, start up, and sustain business operations.	1-10	
3.2	Applicant commits to develop raw land that has been zoned for commercial use for a commercial cannabis facility.	1-10	
3.3	Applicant commits to major improvements, including façade rehabilitation, building expansion, site improvements and/or other investments in an underutilized/underdeveloped site that has been zoned for commercial use for a commercial cannabis facility.	1-5	
3.4	The proposed cannabis business site can accommodate the required number of parking spaces with safe and convenient access for customers/employees.	1-5	
	Total Merit Criteria 3.0	30	

	Totals	
	Total GENERAL Merit Criteria Points Available	85
	Total GENERAL Merit Criteria Points Awarded	
	Total %	

Cultivation Evaluation Criteria

	Merit Criteria 1.0 - Community Benefit		
	Community Benefit (A): Applicant demonstrates a commitment to City through local hiring and community support. Select all that apply within each category and total score. (Up to 20 Points – Deviation Threshold 6 Points)	Possible points	Applicant score
1.1A	Over 90% of employees will be San Luis Obispo County residents. (10 points) or 60% - 90% of employees will be San Luis Obispo County residents. (5 points)	10	
1.2A	Over 80% of supply and equipment expense (non-labor, non-rent expense) will be sourced from businesses within 90 miles. (10 points) or 50% - 80% of supply and equipment expense (non-labor, non-rent expense) will be sourced from local businesses within 90 miles. (5 points)	10	
	Total Community Benefit (A)	20	
	Community Benefit (B): Continued support of community programs in San Luis Obispo (i.e. park cleanups, facility improvements, donating supplies/equipment to youth programs). (Up to 10 Points - Deviation Threshold 3 points)	Possible points	Applicant score
1.1B	Providing over 20 hours per month of community support. (5 points) or Providing over 10-20 hours per month of community support. (2 points)	5	
1.2B	Provide over \$1,000 per month for community support. (5 points) or Provide up to \$1,000 per month for community support. (2 points)	5	
1.3B	Applicant can demonstrate a history of supporting local community programs. (5 points)	5	
	Total Community Benefit (B)	15	
	Total Merit Criteria 1.0	35	

	Merit Criteria 2.0 - Equity and Labor		
	Applicant commits to equity ownership and competitive compensation in comparison to other mainstream commercial businesses. Applicants commitment will be confirmed during annual permit renewal process. Select all that apply and total score. (Up to 20 Points – Deviation Threshold 9 Points)	Possible points	Applicant score
2.1	Applicant includes 3 or more principals with 2% equity or higher who have earned at or below the median household income at the time of application. (8 points) or Applicant includes 1 or 2 primary principals who have earned at or below the median household income at the time of application. (4 points)	8	
2.2	Business will have an average pay rate for entry and mid-level positions of at least 40% more than the median local income for similar positions in other mainstream businesses. (8 points) or Business will have an average pay rate for entry and mid-level positions of at least 20% more than the median local income for similar positions in other mainstream businesses. (4 points)	8	
2.3	Base wages of employees exceed the minimum wage by at least \$3.00/hr.	2	
2.4	Business will allow "labor peace agreement" at 20 or more non-management employees.	2	
	Total Merit Criteria 2.0	20	

	Merit Criteria 3.0 - Medical Retail Commitment		
	Medical Retail Commitment (up to 10 points)	Possible points	Applicant score
3.1	Applicant commits to retain a California state medicinal cannabis cultivation license.	10	
	Total Merit Criteria 3.0	10	

	Merit Criteria 4.0 - Sustainability		
	Applicant demonstrates past experience in and/or commits to sustainable and environmental business or building practices utilizing recognized industry standards. Applicants actions will be confirmed during annual permit renewal process. Select all that apply and total score. (Up to 20 Points – Deviation Threshold 6 Points)	Possible points	Applicant score
4.1	Applicant will recycle waste water (utilize purple pipe when available).	5	
4.2	Applicant will utilize certified organic practices.	3	
4.3	Applicant will utilize carbon free power sources for majority of power.	5	
4.4	Applicant will utilize energy efficient lighting.	4	
4.5	Applicant has plan to reduce water waste.	3	
	Total Merit Criteria 4.0	20	

	Merit Criteria 5.0 - Financial Investment		
	Financial Investment: Applicant has plans and capital to support a vibrant business within the City. (Up to 25 Points – Deviation Threshold 3 Points)	Possible points	Applicant score
5.1	Applicant demonstrates financial capacity to capitalize, start up, and sustain business operations.	1-10	
5.2	Applicant commits to develop raw land that has been zoned for commercial use for a commercial cannabis facility.	1-10	
5.3	Applicant commits to major improvements, including façade rehabilitation, building expansion, site improvements, removing visual blight, and/or other investments in an underutilized/underdeveloped site that has been zoned for commercial use for a commercial cannabis facility.	1-5	
5.4	The proposed cannabis business site can accommodate the required number of parking spaces with safe and convenient access for customers/employees.	1-5	
	Total Merit Criteria 5.0	30	

	Totals	
	Total Merit Criteria Points Available	115
	Total Merit Criteria Points Awarded	
	Total %	

Retail Evaluation Criteria

	Merit Criteria 1.0 - Community Benefit		
	Community Benefit (A): Applicant demonstrates a commitment to City through local hiring and community support. Select all that apply within each category and total score. (Up to 20 Points – Deviation Threshold 6 Points)	Possible points	Applicant score
1.1A	Over 90% of employees will be San Luis Obispo County residents. (10 points) or 60% - 90% of employees will be San Luis Obispo County residents. (5 points)	10	
1.2A	Over 80% of supply and equipment expense (non-labor, non-rent expense) will be sourced from businesses within 90 miles. (10 points) or 50% - 80% of supply and equipment expense (non-labor, non-rent expense) will be sourced from local businesses within 90 miles. (5 points)	10	
	Total Community Benefit (A)	20	
	Community Benefit (B): Continued support of community programs in San Luis Obispo (i.e. park cleanups, facility improvements, donating supplies/equipment to youth programs). (Up to 10 Points - Deviation Threshold 3 points)	Possible points	Applicant score
1.1B	Providing over 20 hours per month of community support. (5 points) or Providing over 10-20 hours per month of community support. (2 points)	5	
1.2B	Provide over \$1,000 per month for community support. (5 points) or Provide up to \$1,000 per month for community support. (2 points)	5	
1.3B	Applicant can demonstrate a history of supporting local community programs. (5 points)	5	
	Total Community Benefit (B)	15	
	Total Merit Criteria 1.0	35	

	Merit Criteria 2.0 - Experience		
	Record of compliant current or previous business operations: Applicant has previous record of operating a compliant cannabis operation (including medical). A compliant operation is defined as having a substantially compliant record (may have some minor resolved/corrected violations) without a documented history of unresolved local or state level violations relating, but not limited to: business code, public safety, environmental impacts, employment, and financial payments. (Up to 30 Points – Deviation Threshold 9 Points)	Possible points	Applicant score
2.1	91% to 100% of the primary principals have operated a local compliant cannabis operation for 5 or more years.	35	
	or 81% to 90% of the primary principals have operated a local compliant cannabis operation for 5 or more years.	30	
	or 71% to 80% of the primary principals have operated a local compliant cannabis operation for 5 or more years.	25	
	or 61% to 70% of the primary principals have operated a local compliant cannabis operation for 5 or more years.	20	
	or 51% to 60% of the primary principals have operated a local compliant commercial cannabis operation for 5 or more years.	15	
2.2	10-50% of the primary principals operated a compliant cannabis operation outside of SLO County for 5 or more years.	10	
	or 10-50% of the primary principals operated a compliant cannabis operation outside of SLO County for less than 5 years.	5	
	Total Merit Criteria 2.0	35	

	Merit Criteria 3.0 - Equity and Labor		
	Applicant commits to equity ownership and competitive compensation in comparison to other mainstream commercial businesses. Applicants commitment will be confirmed during annual permit renewal process. Select all that apply and total score. (Up to 20 Points – Deviation Threshold 9 Points)	Possible points	Applicant score
3.1	Applicant includes 3 or more principals with 2% equity or higher who have earned at or below the median household income at the time of application. (8 points) or Applicant includes 1 or 2 primary principals who have earned at or below the median household income at the time of application. (4 points)	8	
3.2	Business will have an average pay rate for entry and mid-level positions of at least 40% more than the median local income for similar positions in other mainstream businesses. (8 points) or Business will have an average pay rate for entry and mid-level positions of at least 20% more than the median local income for similar positions in other mainstream businesses. (4 points)	8	
3.3	Base wages of employees exceed the minimum wage by at least \$3.00/hr.	2	
3.4	Business will allow "labor peace agreement" at 20 or more non-management employees.	2	
	Total Merit Criteria 3.0	20	

	Merit Criteria 4.0 - Messaging		
4.1	Applicant commits to responsible use messaging practices. Select all that apply and total score. (Up to 10 Points – Deviation Threshold 3 Points)	Possible points	Applicant score
4.2	Business articulates strategy to keep cannabis from being diverted to minors including advertising that is appropriately targeted to adult audiences.	1-5	
4.3	Business promotes responsible use including messaging on packaging, offering lower dose THC product options, offering to track use via "user determined quotas", posting information on cannabis use disorder and cautions re: development of the adolescent brain.	1-5	
	Total Merit Criteria 4.0	10	

	Merit Criteria 5.0 - Medical Retail Commitment		
	Medical Retail Commitment (up to 10 points)	Possible points	Applicant score
5.1	Applicant commits to provide retail medical cannabis products to consumers.	10	
	Total Merit Criteria 5.0	10	

	Merit Criteria 6.0 - Property Control		
	Control of business location: Applicant demonstrates control of a site to ensure a successful and timely transition from being awarded a license to opening the business. Incomplete purchase or lease agreements do not constitute site control. (Up to 10 Points – Deviation Threshold 3 Points)	Possible points	Applicant score
	<u>Choose one:</u>		
6.1	Majority ownership in site property.	10	
6.2	Minority ownership in site property.	8	
6.3	10+ years future lease of site property.	8	
6.4	5-10 years future lease of site property.	5	
6.5	2-5 years future lease of site property.	3	
6.6	Less than 2 years future lease of site property.	1	
	Total Merit Criteria 6.0	10	

	Merit Criteria 7.0 - Financial Investment		
	Financial Investment: Applicant has plans and capital to support a vibrant business within the City. (Up to 25 Points – Deviation Threshold 3 Points)	Possible points	Applicant score
7.1	Applicant demonstrates financial capacity to capitalize, start up, and sustain business operations.	1-10	
7.2	Applicant commits to major improvements, including façade rehabilitation, building expansion, site improvements, removing visual blight, and/or other investments in an underutilized/underdeveloped site that has been zoned for commercial use for a commercial cannabis facility.	1-5	
7.3	The proposed cannabis business site can accommodate the required number of parking spaces and safe and convenient access for customers/employees.	1-5	
	Total Merit Criteria 7.0	20	

	Totals	
	Total Merit Criteria Points Available	140
	Total Merit Criteria Points Awarded	
	Total %	

VIII. EVALUATION CRITERIA

Minimum Requirements

LOI fee of \$900 was paid and the LOI was submitted on or before the May 13, 2019 deadline	Pass/Fail
RFP fee of \$4,400 was paid and the response to the RFP was submitted on or before the June 10, 2019, 4:00pm deadline	Pass/Fail
Evidence of a secured location for the cannabis business	Pass/Fail
Evidence that the location is outside of cannabis buffer zones for sensitive uses	Pass/Fail

Evaluation Criteria

The table below is a scoring rubric to evaluate proposals received in response to the RFP. The responses will be scored on a zero to 80-point scale, excluding the interview. The applicant must receive a minimum of 75% (60 points) of the total possible points to proceed to the interview process. Interviews will be scored on a zero to 20/24-point scale. The maximum points available, including the interview, is 104 points.

1. Statement of Qualifications describing the applicant's experience, abilities, knowledge, and overall qualifications to run the type of cannabis business for which it is seeking a CBOP		25
Has applicant provided a detailed description of the applicant's experience in operating the same or similar type business?	6	
Has applicant provided information that demonstrates the means and skills for operating the proposed business?	6	
Has the applicant demonstrated via factual information, practical and theoretical experience and the knowledge to run the proposed business?	6	
Has the applicant demonstrated that it has the overall qualifications and breadth of knowledge for running the proposed business?	7	
2. Verifiable detailed description of persons and type of resources, including financial resources, committed to implement the proposal		20
Has the applicant provided resumes/CVs and other relevant materials, such as authored reports, for and about primary and significant persons that will be responsible for implementing key portions of the proposed business?	6	
Has the applicant submitted a financial statement, balance sheet, and tax returns that attest to its financial health and ability to finance and operate the proposed business?	6	
Has the applicant committed to initial investment amounts and shown how it will reinvest in the business over time?	4	

City of Alameda
Request for Proposals for Cannabis Business Operating Permit

Does the applicant show that it is investing in equipment, technology and facilities that are appropriate for the nature of the business?	4	
3. Description of the applicant's understanding of, and approach to, running the cannabis business		15
Has the applicant provided a full description of the proposed business, including proposed staffing levels, products, product types, testing protocols, licensing requirements, etc., demonstrating how it will operate its business?	5	
Has the applicant described what methods and means it will take to ensure that the business is integrated into the community?	5	
Has the applicant adequately described its overall approach to operational safety as it relates to employees, customers, businesses, and the community?	5	
4. Local hire (optional)		5
If a local hire program is proposed, does it contain a viable local hire recruitment plan, including outreach methods?	2	
If a local hire program is proposed, does it estimate the number of potential local employees in the first through fifth years?	1	
If a local hire program is proposed, does it describe job pathways for its employees, allowing them to be promoted within the company, such as pay for employee(s) tuition or substantially reduce the cost of tuition, etc.?	2	
5. Local ownership program (optional)		5
Is more than 50% of the business owned by a three-year Alameda resident(s) and/or business owner(s)?	3	
Is more than 75% of the business owned by a three-year Alameda resident(s) and/or business owner(s)?	1	
Is 100% of the business owned by a three-year Alameda resident(s) and/or business owner(s)?	1	
6. Community benefits		5
Does the applicant have prior involvement in community/non-profit organizations in the City of Alameda, Alameda County and/or the applicant's community? Describe.	5	
7. Proposed schedule		5
Does the schedule clearly provide realistic milestones for the following items? a. Design review, if applicable b. Signage approval, if applicable c. Issuance of State license(s) d. Issuance of CBOP/Land Use permit e. Issuance of Building permit f. Issuance of other regulatory permits (e.g., EBMUD discharge permit, etc.) g. Completion of construction h. Opening and commencement of operations	3	
Does the schedule provide a detailed, comprehensive timeline for starting operations of the business?	2	
Total		80

**City of Woodlake
Fee Schedule
Commercial Cannabis**

Description	Fee	
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Application Fees

Pre-Application Fee	\$250	each
Retail		
Phase 1	\$537	
Phase 2	\$2,399	annually
Phase 3	\$816	
Manufacturing	\$2,399	annually
Testing	\$2,399	annually
Distribution	\$2,399	annually
Cultivation	\$2,399	annually
Employee Permit	\$300	each
Annual Renewal Permit	TBD	
Annual Fire Permit	\$498	annually

Regulatory Fees by Category

Retail	\$10,144	annually
Manufacturing	\$20,234	annually
Testing Laboratory	\$4,450	annually
Distribution	\$4,454	annually
Cultivation (5000 sq ft)	\$10,139	annually
Cultivation (10000 sq ft)	\$12,674	annually
Cultivation (22000 sq ft)	\$15,209	annually
License Combinations	Fee Reduction	
Combination of 2	10%	
Combination of 3 or more	15%	

**City of Woodlake
Fee Schedule
Commercial Cannabis Tax Rates**

Description		Tax
Cannabis Tax Rates		
Retail	5%	Gross Receipts
Cultivation	\$6	sqft
Manufacturing	4%	Gross Receipts
Distributor	4%	Gross Receipts
Distributor Transport	0%	Gross Receipts
Testing	0%	Gross Receipts
Nursery	\$2	sqft



CITY OF SAN LUIS OBISPO

Cannabis Fee Schedule

One Time Application Fees

Retail Store Front Application Fee	\$22,519
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Other Commercial Cannabis Business Applicants:

Initial Application Fee	\$7,431
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Final Application Fee when permit issues	\$15,087
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Yearly License Renewal Fees

Retail Businesses	\$90,575
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Manufacturing Businesses	\$72,034
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Cultivation	\$72,243
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Other Business	\$65,890
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RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE CALIFORNIA, ESTABLISHING NEW FEES RELATED TO THE CITY'S COMMERCIAL CANNABIS PERMIT PROGRAM, PURSUANT TO CHAPTER 5.61 ("COMMERCIAL CANNABIS ACTIVITIES") TO TITLE 5 ("BUSINESS REGULATIONS AND LICENSING") OF THE COMMERCE MUNICIPAL CODE, AS ENACTED BY ORDINANCE NO. 700, BY AMENDING THE COMMUNITY DEVELOPMENT FEE SCHEDULE, RESOLUTION NO 09-04

WHEREAS, the City of Commerce ("City") is a general law city, incorporated under the laws of the State of California, and has the power to make and enforce within its jurisdictional limits all local, police, sanitary, and other ordinances, resolutions, and regulations not in conflict with general laws of the state;

WHEREAS, on September 4 2018, City Council adopted Ordinance No. 700, concerning commercial cannabis regulations, which added new Chapter 5.61 "Commercial Cannabis Activities", of Title 5, "Business Regulations and Licensing", of the Commerce Municipal Code, and becomes effective October 4, 2018;

WHEREAS, the purpose and intent of Ordinance No. 700 is to regulate the cultivation, manufacturing, testing, distribution, non-storefront retailer-delivery only, and microbusinesses, of medicinal and adult-use cannabis and cannabis products, and the ancillary transportation and delivery of same, in a responsible manner to protect the health, safety, and welfare of the residents of City of Commerce and to enforce rules and regulations consistent with the California Medicinal and Adult-Use Cannabis Regulation and Safety Act, and related laws, regulations, and policies issued by the State of California;

WHEREAS, pursuant to Ordinance No. 700, and more specifically, Section 5.61.270 "Fees and Charges" of said ordinance, the City Council, by Resolution, may set and establish fees, which will serve to recover the City's costs reasonably incurred in processing, administering, monitoring and enforcing the Commercial Cannabis Permit program;

WHEREAS, Ordinance No. 700 mandates selected applicants to cover the City's costs of preparing the Development Agreement, and pay all other applicable fees associated with the process not recovered in the application review, scoring and selection process;

WHEREAS, in order to recover costs reasonably borne from fees and charges levied by regulations, products or services, the City Council previously adopted the Community Development Department Fee Schedule (City Council Resolution No. 09-04), which became effective on February 3, 2009;

WHEREAS, the current adopted Fee Schedule must be updated to incorporate the newly adopted Commercial Cannabis Permit applicant fees to ensure all costs reasonably associated with the preparation, processing, administration, and enforcement of Ordinance No. 700 are recovered by the City;

WHEREAS, accordingly, the City and its agents have determined the costs of establishing and maintaining a commercial cannabis permitting program;

WHEREAS, the City must impose a fee for each Commercial Cannabis Permit application, associated Development Agreement and all other related implementation, monitoring or enforcement costs. To determine the appropriate fee amount for each Commercial Cannabis Permit application, the City's expenses - including expenses for public hearings, staffing, consulting services and legal fees - were calculated and equally divided between the projected minimum number of applications the City may receive;

WHEREAS, Table 1-1 summarizes the expenditures of the City to-date and the projected expense anticipated throughout the application process.

Table 1-1 – Commercial Cannabis Permit Cost Recovery Summary

Commercial Cannabis Application Fees						
	Estimated Hours	Billable Rate	Total Estimated Cost	Estimated Cost/Fee Per Activity Type	Permit Application Projection (total)	Cost Recovery (100%)
APPLICATION SCREENING FEES (PHASE I-II)						
Project Coordination/Admin Costs	250	\$ 195.00	\$ 48,750.00	\$ 2,437.50	20	
Community Outreach+ Public Hearings	150	\$ 195.00	\$ 29,250.00	\$ 1,462.50	20	
Phase I Initial Screening and Preliminary Determination	50	\$ 195.00	\$ 9,750.00	\$ 487.50	20	
Phase II Investigation, Scoring and Ranking	50	\$ 195.00	\$ 9,750.00	\$ 487.50	20	
Record Management Fee			\$ 500.00	\$ 25.00	20	
Livescan/Background			\$ 200.00	\$ 200.00	20	
Legal Cost Recovery	100	\$ 450.00	\$ 45,000.00	\$ 2,250.00	20	
Zoning/Sensitive Use Verification			\$ 800.00	\$ 800.00		
Application Review and Processing	25	\$ 195.00	\$ 4,875.00	\$ 4,875.00	20	
Non-Refundable Application Fee (per activity)			\$ 51,375.00	\$ 13,025.00	20	\$ 260,500.00
DEVELOPMENT AGREEMENT (DA) FEE						
Development Agreement Coordination	25	\$ 195.00	\$ 4,875.00			
Development Agreement Preparation (legal)	25	\$ 450.00	\$ 11,250.00			
Recordation Fee			\$ 395.00			
Development Agreement Deposit			\$ 16,520.00			
COMMERCIAL CANNABIS PERMIT FEES (Phase II)						
Site/Building Evaluations	10	\$ 185.00	\$ 1,850.00			
Phase III Final Ranking and City Council Consideration (legal notices; staff report preparation; resolutions, etc. for PC and CC meetings.)	50	\$160	\$ 8,000.00			
Public Hearing Publication			\$ 800.00			
CEQA Document Preparation and Filing			\$ 395.00			
Determination Letter Preparation	5	\$160	\$ 800.00			
Compliance Surety			\$5,000			
Commercial Cannabis Permit Deposit			\$ 16,845.00			
<i>Estimated Total Operator Cost (initial permit)</i>			\$ 46,390.00	\$ 85,465.00		
			(min. 1 activity)	(max. 4 activities)		

WHEREAS, based on the above fee study, the proposed new fees, to be reflected and incorporated as amendments to the previously adopted Community Development Fee Schedule is presented below in Table 2-1:

Table 2-1 – Amendments to Planning Entitlement Fee Schedule

Application	Fee
Commercial Cannabis Application Screening (Phase I & II)	\$13,025.00 Non-Refundable Flat Fee (per requested activity type)
Commercial Cannabis Development Agreement	\$16,520.00 Non-Refundable Deposit
Commercial Cannabis Permit (Phase III)	\$16,845.00 Non-Refundable Deposit
Determination Appeals	Same as original application fee
Change of Location, Ownership or Transfer	\$5,760.00 Non-Refundable Flat Fee
Commercial Cannabis Permit or Development Agreement Modification	\$6,210.00 Non-Refundable Deposit
Commercial Cannabis Permit Renewal Fee (5-year expiration)	\$13,735.00 Non-Refundable Deposit

WHEREAS, City Council approval of the imposition of new fees related to Ordinance No. 700, with the implementation of the City of Commerce's regulations concerning commercial cannabis businesses and activities, will allow the City to proceed with the application process for the purpose of accepting applications, processing applications, undergoing a review and selection process of applicants, and ultimately entering into Development Agreements for commercial cannabis operations within the City,

WHEREAS, California law requires that the proposed fee information be made available to the public for at least ten (10) days prior to the City Council's consideration of the proposed Resolution;

WHEREAS, City staff provided notice of this hearing as required by law, and the information set forth in Table 2-1 was made available. Specifically, City staff caused the notice with said information to be published by the Los Cerritos News on September 7, 2018;

WHEREAS, City Council has held a duly noticed public hearing concerning said fees; and

WHEREAS, resolutions are typically effective immediately upon adoption. Notwithstanding, Ordinance No. 700, authorizing the adoption of a fee resolution, comes into effect on October 4, 2018. This Resolution will have an effective date run concurrent with the effective date of Ordinance No. 700, October 4, 2018;

WHEREAS, if Ordinance No. 700 does not take effect, this Resolution will automatically be null and void.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF COMMERCE HEREBY RESOLVES, DECLARES, AND DETERMINES AS FOLLOWS:

SECTION 1. RECITALS.

That based upon staff reports, presentations, public testimony, and all other matters presented during the public hearing on this item, the City Council hereby finds and declares that the foregoing recitals are true and correct and incorporates them herein as a substantive part of this Resolution.

SECTION 2. ADOPTED FEES.

(a) That the City Council hereby adopts the fees, as established in Table 2-1 herein and incorporated by this reference, by this Resolution under its authority pursuant to local and state law, and such fees shall be imposed as set forth herein, for the reasonable estimated costs the City of Commerce will incur with respect to accepting, processing, reviewing, investigating, and performing certain regulatory activities associated with the enforcement of the program pursuant to the City Council-approved Commercial Cannabis Permit program, pursuant to Ordinance No. 700:

Table 2-1 – Amendments to Planning Entitlement Fee Schedule

Application	Fee
Commercial Cannabis Application Screening (Phase I & II)	\$13,025.00 Non-Refundable Flat Fee (per requested activity type)
Commercial Cannabis Development Agreement	\$16,520.00 Non-Refundable Deposit
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Commercial Cannabis Permit or Development Agreement Modification	\$6,210.00 Non-Refundable Deposit
Commercial Cannabis Permit Renewal Fee (5-year expiration)	\$13,735.00 Non-Refundable Deposit

(b) That payment of the fees be submitted to the City of Commerce.

(c) That the City of Commerce will not begin any task as required by Ordinance No. 700, until and unless the applicable fee has been paid to the City of Commerce in full.

(d) That the fees as designated herein shall be non-refundable.

(e) That payment of the fees does not guarantee approval of any of the permit or renewal permit applications, or the reversal of a decision of the City of Commerce.

(f) That the above fees do not include any other fees due for, without limitation, other permits, licenses, inspections, document preparation that may be required by the City of Commerce such as, but not limited to, building permits, certificates of occupancy, or mandatory fire inspections.

SECTION 3. AMENDMENT. City Council Resolution No. 09-04, previously adopting the Community Development Department Fee Schedule, which became effective on February 3, 2009, is hereby amended to incorporate the new fees as established herein by this Resolution.

SECTION 4: CEQA EXEMPTION. The City Council, on the basis of the whole record and exercising independent judgment, finds that this Resolution is not subject to environmental review pursuant to Sections 15060(c)(2) and 15060(c)(3) of the State Guidelines for Implementation of the California Environmental Quality Act (CEQA). Sections 15060(c)(2) and 15060(c)(3) pertain to activities that will not result in a direct or reasonably foreseeable indirect change to the environment and that are not defined as a project under Section 15378.

SECTION 5. SEVERABILITY. If any section, subsection, line, sentence, clause, phrase, word, part, provision, or portion of this Resolution, or its application to any individual, entity, or circumstance, for any reason, is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Resolution, and shall continue in full force and effect. To this end, any section, subsection, line, sentence, clause, phrase, word, part, provision, or portion of this Resolution is severable. The City Council of the City of Commerce declares that this Resolution would have been adopted by the City Council regardless of the fact that any section, subsection, line, sentence, clause, phrase, word, part, provision, or portion thereof, might be declared to be invalid or unconstitutional.

SECTION 6. PASSAGE AND EFFECTIVE DATE. The City Clerk shall attest and certify to the passage and adoption of this Resolution, and enter it into the book of original resolutions. This Resolution will have an effective date run concurrent with the effective date of Ordinance No. 700, October 4, 2018. If Ordinance No. 700 does not take effect, this Resolution will automatically be null and void.

PASSED, APPROVED and ADOPTED this ____ day of _____ 2018.

Hugo A. Argumedo, Mayor

APPROVED AS TO FORM:

ATTEST:

Norma Copado, City Attorney

Lena Shumway, City Clerk



CITY COUNCIL AGENDA – MAY 21, 2019

SUBJECT: Consider a Resolution of Support for H.R. 6: American Dream and Promise Act of 2019

SOURCE: City Manager's Office

COMMENT: At its meeting on April 16, 2019, the City Council approved Council Member Peñaloza's request 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. At its meeting on May 7, 2019, the Council considered the draft Resolution of Support, and provided direction that Council Members Peñaloza and Reyes meet with staff to revise the draft Resolution to be more objective in its advocacy, as well as reflect the appropriate form and process of City Resolutions. The Members of Council and staff met and have submitted the revised draft Resolution for Council's consideration.

At its meeting on February 20, 2018, the Council approved a Resolution of Support for Deferred Action for Childhood Arrivals (DACA), which is very similar in legislative purpose.

RECOMMENDATION: That the City Council consider the revised Draft Resolution of Support for H.R. 6, "American Dream and Promise Act of 2019."

ATTACHMENTS:

1. Revised Draft Resolution of Support - H.R. 6: American Dream and Promise Act of 2019
2. Original Draft Resolution of Support - H.R. 6: American Dream and Promise Act of 2019
3. Example Resolution of Support for H.R. 6 - American Dream and Promise Act of 2019
4. HR 6 Bill Text - American Dream and Promise Act of 2019
5. February 20, 2018 City Council Resolution of Support - Deferred Action for Childhood Arrivals (DACA)

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE,
IN SUPPORT OF H.R. 6 – AMERICAN DREAM AND PROMISE ACT OF 2019

WHEREAS, Congressional efforts to provide a permanent solution for unauthorized immigrant 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 Act (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 the floor of Congress for a vote as a standalone bill, and has also been incorporated into other immigration related bills, including the Comprehensive Immigration Reform Act; and

WHEREAS, given the lack of 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 553,000, and the largest population of current youth protected under DACA, approximately 200,000; and

WHEREAS, Congress established the Temporary Protected Status (TPS) program through the Immigration Act of 1990 to provide temporary protected status to immigrants from designated countries affected by armed conflict or natural disaster; and

WHEREAS, there are currently 10 countries under the TPS designation and approximately 436,866 TPS holders living in the United States, with the largest group located in California comprised of approximately 80,636 individuals; and

WHEREAS, Deferred Enforced Departure (DED) is a temporary protected status to immigrants from designated countries established by the President's constitutional powers to conduct foreign relations in response to war, civil unrest, and natural disasters, and first granted by President George H. W. Bush in 1990; and

WHEREAS, there is currently 1 country under the DED designation and approximately 3,600 DED holders living in the United States.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Porterville supports the DREAM and Promise Act (H.R. 6) and urges the Congress of the United States to pass legislation that provides a permanent solution for immigrant youth and those protected under TPS and DED.

PASSED, APPROVED, AND ADOPTED this 21st day of May, 2019.

Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE,
IN SUPPORT OF H.R. 6 – AMERICAN DREAM AND PROMISE ACT OF 2019

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 standalone 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 553,000, and the largest population of current youth protected under DACA, approximately 200,000; 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

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;

NOW, THEREFORE, BE IT HEREBY RESOLVED, with the concurrence of the Mayor, that by adoption of this Resolution, the City of Porterville hereby includes in its 2018-2019 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 Deputy City Clerk transmit copies of this Resolution to the President and Vice President of the United States, to the Speaker of the House of Representatives Nancy Pelosi, to the Senator Majority Leader Mitch McConnell, and to each Senator and Representative from California in the Congress of the United States.

This Resolution shall take effect from and after the date of its passage and adoption by this Council.

PASSED, APPROVED, AND ADOPTED this 7th day of May, 2019.

Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk

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. GALLEG0, 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. CICHLINE, 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. KRISHNAMOORTHl, 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. RUPERSBERGER, Mr. RUSH, Mr. SARBANES, Ms. SCANLON, Ms. SCHARKOWSKY, 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;

1 (II) passing the General Edu-
2 cation Development test, a high school
3 equivalence diploma examination, or
4 other similar State-authorized exam;

5 (III) obtaining a certificate or
6 credential from an area career and
7 technical education school providing
8 education at the secondary level; or

9 (IV) obtaining a recognized post-
10 secondary credential.

11 (2) DACA RECIPIENTS.—The Secretary or the
12 Attorney General shall cancel the removal of, and
13 adjust to the status of an alien lawfully admitted for
14 permanent residence on a conditional basis, or with-
15 out the conditional basis as provided in section
16 105(c)(2), an alien who—

17 (A) was granted DACA, unless the alien
18 has become ineligible for DACA renewal; or

19 (B) was never granted DACA, but would
20 have been eligible for such a grant pursuant to
21 the terms of the Deferred Action for Childhood
22 Arrivals policy announced by the Secretary of
23 Homeland Security on June 15, 2012, in place
24 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

(ii) to determine whether there is any criminal, national security, or other factor that would render the alien ineligible for such status.

(B) COMPLETION OF BACKGROUND CHECKS.—The security and law enforcement background checks of an alien required under subparagraph (A) shall be completed, to the satisfaction of the Secretary, before the date on which the Secretary grants such alien permanent resident status on a conditional basis under this section.

(6) MILITARY SELECTIVE SERVICE.—An alien applying for permanent resident status on a conditional basis under this section, or without the conditional basis as provided in section 105(c)(2), shall establish that the alien has registered under the Military Selective Service Act (50 U.S.C. 3801 et seq.), if the alien is subject to registration under such Act.

(7) CRIME OF DOMESTIC VIOLENCE DEFINED.—For purposes of paragraph (1)(C)(iii)(III), the term “crime of domestic violence” means any offense that has as an element the use, attempted use, 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—

1 (i) had been granted DACA, and was
2 not ineligible for DACA renewal; or

3 (ii) had never been granted DACA,
4 but would have been eligible for such a
5 grant pursuant to the terms of the De-
6 ferred Action for Childhood Arrivals policy
7 announced by the Secretary of Homeland
8 Security on June 15, 2012, in place before
9 it was rescinded on Sept. 5, 2017; and

10 (E) the sole reason for their removal or
11 voluntary departure was that the alien was
12 present in the United States after the expira-
13 tion of the period of stay authorized by the Sec-
14 retary of Homeland Security or was present in
15 the United States without being admitted or
16 paroled.

17 **SEC. 103. TERMS OF PERMANENT RESIDENT STATUS ON A**
18 **CONDITIONAL BASIS.**

19 (a) PERIOD OF STATUS.—Permanent resident status
20 on a conditional basis is—

21 (1) valid for a period of 10 years, unless such
22 period is extended by the Secretary; and

23 (2) subject to termination under subsection (d).

24 (b) NOTICE OF REQUIREMENTS.—At the time an
25 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.

13 (5) SUBMISSION OF BIOMETRIC AND BIO-
14 GRAPHIC DATA.—The Secretary may not remove the
15 conditional basis of an alien's permanent resident
16 status unless the alien submits biometric and bio-
17 graphic data, in accordance with procedures estab-
18 lished by the Secretary. The Secretary shall provide
19 an alternative procedure for applicants who are un-
20 able to provide such biometric data because of a
21 physical impairment.

22 (6) BACKGROUND CHECKS.—

23 (A) REQUIREMENT FOR BACKGROUND
24 CHECKS.—The Secretary shall utilize biometric,

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 depart-
10 ure, 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

1 (D) the sole reason for the alien's removal
2 or departure—

3 (i) was that the alien was present in
4 the United States after the expiration of
5 the deferral of enforced departure directed
6 in the Presidential Memorandum on De-
7 ferred Enforced Departure for Liberians
8 issued on September 28, 2016, or any sub-
9 sequent extension of such deferral; or

10 (ii) in the case of a voluntary depart-
11 ure, the alien did so on the basis of the
12 President's determination to terminate
13 such presidential memorandum or exten-
14 sion.

15 (d) APPLICATION.—

16 (1) FEE.—The Secretary shall, subject to an
17 exemption under section 302(c), require an alien ap-
18 plying for permanent resident status under this sec-
19 tion to pay a reasonable fee that is commensurate
20 with the cost of processing the application, but does
21 not exceed \$1,140.

22 (2) STAY OF REMOVAL WHILE APPLICATION
23 PENDING.—The removal proceedings of an alien
24 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 arisen
5 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 (c) 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 (Δ) 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 (Δ) 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;

(E) sworn affidavits from individuals who are not related to the alien and who have direct knowledge of the alien's work, that contain—

(i) the name, address, and telephone number of the affiant; and

(ii) the nature and duration of the relationship between the affiant and the alien; and

(F) remittance records.

(1) **AUTHORITY TO PROHIBIT USE OF CERTAIN DOCUMENTS.**—If the Secretary determines, after publication in the Federal Register and an opportunity for public comment, that any document or class of documents does not reliably establish identity or that 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 is being obtained fraudulently to an unacceptable degree, the Secretary may prohibit or restrict the use of such document or class of documents.

SEC. 307. RULE MAKING.

(a) **IN GENERAL.**—Not later than 90 days after the date of the enactment of this Act, the Secretary shall publish in the Federal Register interim final rules implementing this Act, which shall allow eligible individuals to 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;

1 (B) completing applications and petitions,
2 including providing assistance in obtaining the
3 requisite documents and supporting evidence;
4 and

5 (C) providing any other assistance that the
6 Secretary or grantee considers useful or nec-
7 essary to apply for permanent resident status
8 under title I (whether on a conditional basis, or
9 without the conditional basis as provided in sec-
10 tion 105(e)(2)) or under title II of this Act; and
11 (3) assistance, within the scope of authorized
12 practice of immigration law, and instruction, to indi-
13 viduals—

14 (A) on the rights and responsibilities of
15 United States citizenship;

16 (B) in civics and English as a second lan-
17 guage;

18 (C) in preparation for the General Edu-
19 cation Development test; and

20 (D) in applying for adjustment of status
21 and United States citizenship.

22 (c) AUTHORIZATION OF APPROPRIATIONS.—

23 (1) AMOUNTS AUTHORIZED.—There are author-
24 ized 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.

○

RESOLUTION NO. 08-2018

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF PORTERVILLE SUPPORTING DEFERRED ACTION FOR CHILDHOOD
ARRIVALS (DACA) LEGISLATION**

WHEREAS: 800,000 immigrant youth are in jeopardy of losing their ability to legally work and forced into the shadows as the result of the elimination of the Deferred Action for Childhood Arrivals (DACA); and

WHEREAS: DACA beneficiaries would have contributed \$460.3 billion to the U.S. gross domestic product over the next decade; and

WHEREAS: 97% of immigrant youth who benefited from the Deferred Action for Childhood Arrivals (DACA) program are either employed or enrolled in schools; and

WHEREAS: Legislation introduced by Congress can provide a permanent solution and peace of mind to immigrant youth who were brought to the United States as infants, children, and adolescents, and who have since grown up in our state and called our country home; and

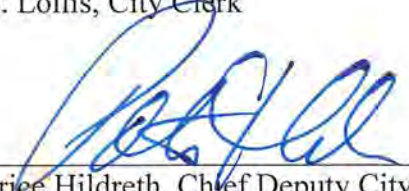
WHEREAS: Deporting immigrant youth who are protected under DACA and brought as infants is unfair and a violation of our values as a nation.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Porterville stands in strong support and urges the swift passage by Congress of legislation that will allow thousands of young students that have lived in the United States for years, and call it home, to realize their education dream and give them a path to legalizing their immigration status.

PASSED, APPROVED AND ADOPTED this 20th day of February, 2018.


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 a meeting of the Porterville City Council duly called and held on the 20th day of February, 2018.

THAT said resolution was duly passed, approved, and adopted by the following vote:

Council:	REYES	WARD	STOWE	HAMILTON	FLORES
AYES:	X	X	X	X	X
NOES:					
ABSTAIN:					
ABSENT:					

JOHN D. LOLLIS, City Clerk


By: Luisa M. Zavala, Deputy City Clerk



CITY COUNCIL AGENDA – MAY 21, 2019

SUBJECT: Consideration of Revisions to the City Council's Procedural Handbook

SOURCE: Administrative Services

COMMENT: On January 15, 2019, the City Council reviewed the Council's Procedural Handbook and directed staff to make revisions related to various sections within the document. The requested revisions consisted of the addition of a general policy pertaining to protocol concerning the handling of out-of-district requests Council Members receive; a prohibition on use of City funds and/or resources related to individual Council Members meeting with constituents at locations other than City Hall; the relocation of AB 1234 Reports to after Scheduled Matters on the Council Agenda; updating the City Manager and City Attorney Performance Evaluation forms; and bringing forth Appendix D – Electronic Device, Internet & Email Policy, and Appendix E – Email Retention Policy.

RECOMMENDATION: That the City Council consider the revisions to the Council's Procedural Handbook, and as deemed appropriate, adopt said changes, which includes approving the draft Resolution rescinding Resolution 101-2010 and approving a new order of business.

ATTACHMENTS:

1. Draft Council Handbook_05-21-19
2. Draft Resolution re Order of Business
3. Appendix B - Resolution 99-2012
4. Appendix C - Performance Evaluations
5. Appendix D - City Device, Internet E-Mail Policy
6. Appendix E - Email Retention

Appropriated/Funded:

Review By:

Department Director:

Patrice Hildreth, Administrative Services Dir

Final Approver: John Lollis, City Manager

CITY COUNCIL PROCEDURAL HANDBOOK



The Office of City Clerk
291 North Main Street
Porterville, CA 93257
Tel: (559) 782-7447
Fax: (559) 782-7452
www.ci.porterville.ca.us

As ratified by the City Council on _____

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PREAMBLE

The residents and businesses of the City of Porterville are entitled to have fair, ethical, and accountable local government. Such a government requires that:

- Public Officials comply with both the letter and spirit of the laws and policies affecting operations of the government;
- Public Officials be independent, impartial, and fair in their judgment and actions;
- Public office be used for the public good, not for personal gain; and
- Deliberations and processes be conducted openly, unless legally confidential, in an atmosphere of respect and civility.

No part of this Handbook shall be interpreted so as to violate any federal or state law; a Council Member's Oath of Office; a Council Member's moral or ethical responsibilities; or the exercise of a Council Member's individual rights afforded him/her by the U.S. Constitution.

To this end, the City Council of the City of Porterville hereby approves of and affirms the above to encourage public confidence in the integrity of local government and its operations.

(Minute Order 21-070511, July 5, 2011.)



II. MEETINGS OF COUNCIL

The Council shall provide by ordinance the time and place of holding regular meetings and the manner in which special meetings may be called. Public interest and convenience shall be primary consideration when decisions are made as to time, location and frequency.

Except as otherwise provided by law, all meetings of the Council shall be open to the public.

A. REGULAR MEETINGS

1. Pursuant to Section 10 of the City Charter, Regular Meetings of the Porterville City Council shall be held on the first and third Tuesday of each month in the Council Chambers at City Hall, 291 North Main Street, in the City. The Regular Meetings will commence at five thirty o'clock (5:30) P.M., with Closed Sessions commencing at five thirty o'clock (5:30) P.M., and Open Session commencing at six thirty o'clock (6:30) P.M. In the event that a regular meeting of the Council shall fall on a legal holiday, that regular meeting shall be held at the same place and time on the next succeeding working day, or as determined by Council. (*Ordinance 1766, August 17, 2010; M.O. 15-09181, September 18, 2012.*)
2. Following the mid-meeting break (around 9:00 p.m.) the Mayor, with assistance from the City Manager, will review the balance of the agenda with Council to discuss how it can be handled in the allowed time. If it is necessary to continue any items, it will be announced at that time.

B. ADJOURNED MEETINGS/STUDY SESSIONS (Open to the public)

1. The purpose of these meetings shall be for informal discussions between staff, advisory bodies or consultants and the City Council regarding specific programs, projects or policies. If noticed, formal action may be taken at such a meeting.
2. Adjourned Meetings/Study Sessions will be held at a time and place convenient to Council and advantageous for public participation.
3. Participation of the public shall be at the discretion of the Presiding Officer, upon consensus of the Council.

C. SPECIAL MEETINGS

1. Special meetings may be called by the Mayor or three members of the City Council. (*Gov. Code Section 54956*) Written notice of each special meeting must be given not less than twenty-four (24) hours before such meeting to each member of the City Council not joining the call.
2. Written notice must be given to the City Council and to the media 24 hours prior to each meeting. (*Gov. Code Section 54956*)
3. A supplemental telephone call shall be made if necessary to notify each Council Member.
4. No business other than that announced shall be discussed.
5. Any special meeting held at a place other than City Hall shall be open to the public. Notice requirements of the Brown Act shall be complied with for any such meetings; regular minutes shall be taken by the City Clerk and shall be available for public inspection.

D. ORDER OF BUSINESS:

Call to Order
Roll Call
Oral Communications
Closed Session(s)
Reconvene at 6:30 p.m.
Closed Session Report
Pledge of Allegiance
Invocation
Presentations/Proclamations
~~AB-1234 Reports~~
Reports (Committee/Commission/Board Reports; Subcommittee Reports;
Information Items and Reports)
Oral Communications
Consent Calendar
 Approval of Minutes
 Claims Against the City
 Payment of Bills
 Payments on Public Works Projects
 Authorization to Purchase
 Authorization to Call for Bids
 Award of Bids
 Acceptance of Projects

Acceptance of Dedications/Property
Approval of Final Tract Maps
Annexations
Requests for City Services
Reports
Other Routine Matters
Public Hearings
Second Reading of Ordinances
Scheduled Matters
AB 1234 Reports
Oral Communications (on any matter of interest)
Council Comments
Adjournment
(Resolution ~~101-2010, August 17, 2010~~ -2019, May 7, 2019 attached as

Appendix A.)

E. CONSENT ITEMS

1. Consent items are the first items on the open session portion of the agenda (items that are routine, have been discussed before, relate to implementation of approved budget items, or to City operations or item to be later set for public hearing).
2. Any item removed from the Consent Calendar shall be considered immediately after the last Scheduled Matter on the agenda and immediately before the Second Oral Communications. (M.O. 16-091812, September 18, 2012.)



III. MEETING PROCEDURES

A. PRESIDING OFFICER

1. The Mayor is the Presiding Officer and acts as Chair at Council meetings.
2. In the absence or incapacity of the Mayor, the Vice Mayor as Mayor Pro Tempore will serve as Presiding Officer. In the absence of both the Mayor and Vice Mayor, the Council Members present shall select one of their number to serve as Presiding Officer for that meeting. *(Amended via Minute Order 08-071911, July 19, 2011.)*
3. Seating arrangement of the Council:

Seating arrangements shall be at Council discretion with preference being given to health conditions, seniority, individual Council Member preferences, and the Mayor's preference, in that order. *(Amended via Minute Order 08-071911, July 19, 2011.)*

4. Signing of City Documents:

The Mayor, unless unavailable, shall sign all ordinances, resolutions, contracts and other documents which have been adopted by the City Council and require an official signature; except when the City Manager, or his or her designee, has been authorized by Council action to sign documents. In the event the Mayor is unavailable, the Vice Mayor may sign the required documents. *(Amended via Minute Order 08-071911, July 19, 2011.)*

B. QUORUM

A majority of the Council Members shall constitute a quorum for the transaction of business. *(City Charter)*

C. DISCUSSION RULES

1. Obtaining the floor:
 - a. A member of the City Council, staff, or public shall first address the Presiding Officer and gain recognition.

- b. Comments and questions shall be limited to the issue before Council except when members of the public are addressing the Council under Oral Communications.
 - c. Cross-exchange between Council Members, staff or public shall be avoided.
 - d. Any citizen may arise and address the City Council on any business especially concerning them or affecting their interests during Oral Communications, but preference will be given to those who have first presented matters in the form of a written communication or who have personally notified the presiding officer of their desire to speak.
 - e. Any member or other person using profane, vulgar, loud or boisterous language at any meeting, or otherwise interrupting the proceedings, who refuses to be seated or keep quiet when ordered to do so by the Mayor or Mayor Pro Tem of the City Council, shall be guilty of a misdemeanor. It shall be the duty of the Chief of Police, upon order of the presiding officer, to eject any such member or person from the council room.
(Ordinance 1537)
2. Questions to staff:
- A Council Member shall, after recognition by the Presiding Officer, address questions to duly designated staff members through the City Manager.
3. Interruptions:
- a. Once recognized, a Council Member shall not be interrupted while speaking except to make a point of order or personal privilege.
 - b. If a Council Member is called to order while speaking, the individual shall cease speaking until the question of order is determined.
 - c. Upon being recognized by the Presiding Officer, members of staff shall hold the floor until completion of their remarks or until recognition is withdrawn by the Presiding Officer.



IV. COUNCIL REQUESTS FROM THE PUBLIC

A. Response to Letters from the Public

Periodically Council Members receive letters requesting their response. If a Council Member wishes to answer the letter, the matter can be handled in either of three ways:

1. The Council Member can give the letter to the City Manager's Secretary along with direction on how they wish their response to be worded. The City Manager's staff will then prepare the letter on City Council stationery and forward it to the appropriate Council Member for approval and signature. Copies of both letters are kept on file in the City Manager's Office, and copies are available upon request.
2. If the letter requires specific information or details only available from another City Department, the City Manager may refer the letter to the appropriate Department Head for response by them or their designee. Copies of the letters will then be forwarded to the City Manager's Office for filing.
3. If the Council Member wishes to answer their own correspondence, City stationery is available upon request from the City Manager's secretary. Copies of all such letters on City Letterhead shall be provided to all other Council members, and the letter shall include a provision clearly defining that the correspondence represents the views and/or feelings of the specific Council member signing the letter. If the Council Member wishes to have a copy of the letters in their file, they should submit a copy to the City Manager's staff for filing.

If a Council Member receives an informational item and wants a copy to be given to the other Council Members and the City Manager or other Directors, the item should be given to the City Manager's staff and copies will be made and sent out.

B. Referrals to Council agenda

Periodically Council Members receive correspondence or verbal requests for items to be acted upon, or considered, by the City Council. If a Council Member wishes to respond to the request, the matter should be referred to the City Manager. The request can then be handled as follows:

1. The Council Member may request the City Manager to place the item on the Council agenda as a written communication (however, the request must be stated on the agenda face sheet for Council to be able to act on it at the meeting); or
2. Upon research, the request may be determined to be a violation of City, State or Federal law, policy, or previous Council determination, in which case an appropriate response as to why the matter can not be heard will be provided to the requesting party.

Correspondence requesting that an item be acted upon, or considered, by the City Council, which is received directly by the City Manager, is handled in either of two ways:

1. The City Manager shall place any routine and/or legitimate written request under written communications*, or have a staff report prepared if time permits, for the next City Council agenda; or
2. The City Manager shall place any request which has already been acted upon by Council, cannot legally be accomplished, or which has a potential for litigation, in an Administrative Memorandum.

C. Telephone Calls

Citizens attempting to communicate with the City Council often call the offices at City Hall. Such calls are referred to the City Manager's Office. The City Manager's staff will take a message and refer it to the appropriate Council Member, or give the caller the telephone number of the City Council Member so they may call them directly, according to instructions given by the Council Member [see X-D (3)].

D. Personal Meetings

Council Members who wish to meet with their constituents may use various rooms at City Hall. The Council Member should call the City Manager's Secretary as soon as they know a room is needed so that it can be reserved for their use. No more than two Council Members may attend a meeting to discuss City matters without the meeting becoming a public meeting and therefore falling under the requirements of the Brown Act Open Meeting Laws.

E. Personal Correspondence

Council Members who wish to send their own correspondence using City stationery shall include a provision clearly defining that the correspondence represents the views and/or feelings of the specific Council member signing the letter. Copies of all such letters on City Letterhead shall be provided to all other Council members. Letterhead stationery is available upon request from the City Manager's secretary, and if the Council Member wishes to have a copy of their letter in their file, they should submit a copy to the City Manager's staff for filing.

F. **Out-of-District Requests**

On occasion, Council Members will be contacted by citizens residing outside of their respective districts. When this occurs, City Council Members agree to advise the appropriate Council Member of the contact and matter of concern.

G. Proclamation Approval Process

All Proclamations must be submitted at least 72 hours before noon on the Thursday before the next City Council Meeting to be considered for approval by the City Council. All received proclamations are to be scanned and emailed to all Council Members within one business day of being received. Each Council Member will have until noon on the Thursday before the next Council Meeting to contact the City Manager's Office to sponsor submitted proclamations. Proclamations receiving one sponsor will be placed on the next Council agenda as a Consent Calendar item. Those not receiving a sponsor will be disregarded. If multiple sponsors are received, the first Council Member to respond will be deemed the proclamation's sponsor. (*M.O. 13-100113, October 1, 2013.*)



V. COUNCIL MEMBER REQUESTS TO STAFF

A. General Information

All City Council Member requests for information or documents shall be referred through the City Manager. Any Department Head who receives a direct request from a Council Member shall submit the request, including the name of the requesting Council Member, to the City Manager.

B. Research

All City Council Member requests for information or documents which require extensive research, in the opinion of the City Manager, shall be referred through the City Manager to the Council for direction. The City Manager will discuss the matter with the appropriate department and relay the approximate time table for completion to the City Council for discussion and action at the next available meeting of the City Council. If the request is approved by the Council, upon completion of the research, the information or documents will be forwarded to the City Council Members by the City Manager. *(Amended via Minute Order 08-071911, July 19, 2011.)*

C. Items for inclusion in Council Agenda

The City Manager shall compile the agenda for each meeting and shall include as agenda items, business in the normal course of City affairs, including but not limited to staff proposals to improve services, support the economy and land use, and enhance the efficiency and effectiveness of the City organization, items relating to current, past, and proposed City contracts, leases, franchises, agreements and similar documents, and matters affecting future or proposed City equipment and property, items relating to City employees, agents and contractors, and such other matters as are defined in this handbook or otherwise directed by the City Council.

All City Council Member requests for an item to be placed on the Council agenda should be referred to the City Manager. Such request shall be submitted prior to Wednesday noon of the week before the Council meeting in order to be placed on the next regularly scheduled meeting. *(Amended via M.O. 13-111814, November 18, 2014.)*

The City Manager shall place any Council Member request for an agenda item on the next available agenda as a Consent Calendar item for Council approval to be included as a Scheduled Matter on the next available agenda. This does not prevent any Council Member from moving to place an item on the next available agenda during Other Matters of the current agenda. *(Amended via Minute Order 08-071911, July 19, 2011.)*



VI. COUNCIL AGENDA

A. Preparation:

Each Department Head submits their departmental agenda items to the City Manager for approval utilizing the City's electronic agenda management system. (*Amended via M.O. 11-111814, November 18, 2014.*)

The City Council meeting agendas are prepared on the Thursday prior to the Tuesday meeting. Any questions regarding whether items have been scheduled for consideration at a particular meeting may be directed to the Chief Deputy City Clerk and/or Deputy City Clerk.

B. Deadlines:

The deadlines for the agenda are the Monday preceding the Thursday preparation day. Public hearing items, scheduled matter items, Consent calendar items, and written communications must be submitted by the Monday deadline. The deadline for a Council member request for any item shall be Wednesday noon preceding the Thursday preparation day. (*Amended via M.O. 13-111814, November 18, 2014.*)

C. Delivery:

Agendas will be delivered to Council on the Thursday prior to the Tuesday meeting via an emailed link to the electronic agenda packet posted on the City's website. No items, or additional materials, shall be delivered after the initial delivery to Council on Thursday, except in the instance of a designated emergency item.

Once the Agenda is made available to the City Council, it is available to the public. (*Amended via M.O. 11-111814, November 18, 2014.*)



VII. THE RALPH M. BROWN ACT

The Ralph M. Brown Act (California Government Code Section 54950 et seq.) governs meetings conducted by local legislative bodies such as city councils, boards of supervisors, special districts, and school boards. The Act represents the State Legislature's determination of how the balance should be struck between the public access to meetings of multi-member public bodies on one hand, and the need for confidential candor, debate, and information gathering on the other.

The Act contains specific exceptions from the open meeting requirements where government has a demonstrated need for confidentiality. Where matters are not subject to a closed meeting exception, the Act has been interpreted to mean that all of the deliberative processes by legislative bodies, including discussion, debate and the acquisition of information, be open and available for public scrutiny.

Meetings are defined as any gathering of a quorum of a legislative body (which includes newly elected but unsworn members of the body) to discuss or transact business under the body's jurisdiction and serial meetings are prohibited. Exemptions are individual contacts between board members and others which do not constitute serial meetings, attendance at conferences and meetings which are open to the public so long as legislative bodies do not discuss amongst themselves business of a specific nature under the body's jurisdiction, and attendance at social or ceremonial events where no business of the body is discussed.

The Act requires that notices of regular meetings must be posted at least seventy-two (72) hours prior to the meeting, and twenty-four (24) hour notice must be provided to members of the legislative body and media outlets for special meetings.

A user's guide to the Ralph M. Brown Act is provided to Council Members for their information. If a Council Member has a specific question which does not seem to be covered in the guide, the Council Member should contact the City Attorney for a legal opinion.



VIII. TRAVEL, MEETINGS AND EXPENSES

This policy would satisfy the requirements of California Government Code §§ 53232.2 and 53233.3 in the event such requirements could be constitutionally applied to charter cities.

The City Manager, or his staff, will notify the City Council Members about any League of California Cities' Conferences, Committee meetings, and/or local meetings that may be of interest to the Council. If a Council Member is interested in attending any such meeting, the following procedures should be followed:

A. Requests for Reservations:

When a City Council Member wishes to attend a conference or meeting, he/she should contact the City Manager's office and indicate the following:

1. The date(s) of the conference or meeting;
2. If the Council Member will be accompanied by anyone else, i.e. spouse, child;
3. Any personal preferences for hotel reservations, such as smoking or non-smoking, king or double beds, etc.; and
4. Whether special travel arrangements need to be made, i.e. airplane tickets, ride-sharing, etc.

A disbursement will then be prepared and the payment for the conference or meeting will be forwarded, and, if applicable, the hotel will be contacted to make the appropriate reservations. When making hotel reservations to attend a conference or meeting, a request for a room sales tax waiver shall be made on behalf of the applicable Council member. If a prior room reservation request is not made, the Council member shall request a room sales tax waiver prior to payment for a room.

For lodging in connection with a conference, lodging expenses must not exceed the group rate published by the conference sponsor for the meeting in question, if such rates are available at the time of booking. If the group rate is not available, government rates must be used when available. Lodging rates that are equal or less than the government rates are presumed to be reasonable and allowed per this policy. In the event that government rates are not available at a given time or in a given area, lodging rates that do not exceed the IRS per diem rates for a given area are presumed reasonable and hence allowed.

B. Travel and Expense Form:

A Travel and Expense Form will then be prepared for the Council Member which indicates the following:

1. The amount of money to be issued to the traveler as per diem*; and
2. Mileage expense* (if a personal vehicle is used for travel and cost is paid in advance).

** Amount set in Administrative Policy Manual Sec. II-E-1, Travel & Conference Expenses. In regard to the per diem amount, if payments for expenses are made in advance pursuant to the specified per diem amounts, the disbursement shall not be considered to be reimbursable expense under AB 1234.*

The Council Member will then be issued a packet of materials several days prior to the meeting which contains the following:

1. A check for per diem and mileage;
2. Confirmation notification and informational materials regarding the conference;
3. Confirmation notification for any hotel reservations; and
4. A City credit card to pay for the room charges at the end of the meeting.

C. Receipts:

The Council Member shall then bring the receipt for the hotel charges to the City Manager's staff upon his/her return, together with the credit card, and any refund due the City. The Council Member shall sign the original Travel and Expense Form at that time, which shall then be filed with the Finance Department for final processing.

If a refund is due the Council Member, a check will be issued by the Finance Department and then distributed to the Council Member.

D. Eligibility:

The City shall pay for any Council Member to attend any meetings or conferences of their choice. City Council approval shall not be required unless it is required by AB 1234. A Council Member may request mileage and other expenses associated with attending meetings of boards, commissions, committees, or other groups to which the Council Member has been elected, appointed, or designated to attend by the City Council without further approval or ratification. When accompanied by a spouse, significant other, and/or one or more children, the Council Member shall pay for expenses incurred above that which would otherwise have been paid for the Council Member. Any charge placed on a City credit card for someone other than a Council

Member shall also be considered a refund due the City, payable within 10 days of the receipt of the charges. *(Amended via Minute Order 18-091812, September 18, 2012.)*

E. Event Tickets :

1. City and/or City-Sponsored Events:

A Council Member may accept no more than two (2) tickets issued by the City to a City event or a City-sponsored event. Any tickets in excess of two (2) accepted by a Council Member shall be paid for by the Council Member from non-City funds at the time of acceptance of the tickets. *(Resolution 99-2012, October 2, 2012.)*

2. Non-City Sponsored Events:

(Repealed via M.O. 11-111814, November 18, 2014.)

F. Council Member Meetings with District Constituents

No City funds or resources shall be used to pay for expenses related to meetings held by individual Council Members with their constituents, unless prior approval is received from the Council. This does not pertain to City Council Members holding meetings in designated conference rooms at City Hall. Under no circumstances shall City funds or resources be used for campaign purposes.



IX. CONFLICT OF INTEREST

A. City Council Members Filing Requirements

City Council Members are under the provisions of the Political Reform Act (Gov. Code, Section 81000 et seq. known as "the Act") as enforced by the Fair Political Practices Commission. The Act applies to campaign contributions requirements, as well as matters of conflict of interest while in office.

1. Disclosure of Economic Interests:

City Council Members must file assuming office and leaving office statements, as well as annual statements while in office. The statements basically require the disclosure of the following information:

- Investments or interests in real property and its fair market value;
- Income, and the name and address of each source of income aggregating five hundred dollars (\$500) or more, or fifty (\$50) or more if a gift, and a general description of the business activity, if any of each source;
- Interests in real property held by a business entity or trust;
- Loans, and its annual interest rate and the security, if any, given for the loan;

2. Disqualification of Participation (Conflict of Interest):

A Council Member shall not make, participate in making, or in any way attempt to use his official position to influence a governmental decision in which he knows or has reason to know he has a financial interest. This might include decisions which affect property within up to 500 feet of the subject property in which the Council Member has an interest.

A financial interest in a decision, within the meaning of Section 87100 of the Act, is if it is reasonably foreseeable that the decision will have a material financial effect, distinguishable from its effect on the public generally, on the Council Member or:

- A member of his or her immediate family;

- A business entity in which the Council Member has a direct or indirect investment worth \$2000 or more;
- Any real property in which the Council Member has a direct or indirect interest worth \$2,000 or more;
- Any source of income, other than gifts or commercial lending institutes loans, aggregating \$500 or more received or promised to the City Council Member within twelve months prior to the time when the decision is made;
- Any business entity in which the City Council Member is a director, partner, trustee, employee, or holds any position of management;
- Any donor, or any intermediary or agent for a donor, or a gift or gifts aggregating \$420 or more in value provided to, received by, or promised to the City Council Member within 12 months prior to the time when the decision is made.

Indirect investment or interest means any investments or interest owned by the spouse or dependent child of a City Council Member, by an agent on behalf of a Council Member, or by a business entity or trust in which the Council Member, the Council Member's agents, spouse, and dependent children own directly, indirectly, or beneficially a 10% interest or greater.

Section 87100 of the Act does not prevent any Council Member from making or participating in the making of a governmental decision to the extent his participation is legally required for the action or decision to be made. The fact that a Council Member's vote is needed to break a tie does not make his participation legally required for purposes of this section.

Pursuant to Section 87105 of the Act, a public official who holds an office specified in Section 87200 who has a financial interest in a decision within the meaning of Section 87100 shall, upon identifying a conflict of interest or a potential conflict of interest and immediately prior to the consideration of the matter, do all of the following:

- a. Publicly identify the financial interest that gives rise to the conflict of interest or potential conflict of interest in detail sufficient to be understood by the public, except that disclosure of the exact street address of a residence is not required.

- b. Recuse himself or herself from discussing and voting on the matter, or otherwise acting in violation of Section 87100.
- c. Leave the room until after the discussion, vote, and any other disposition of the matter is concluded, unless the matter has been placed on the portion of the agenda reserved for uncontested matters.
- d. Notwithstanding paragraph (3), a public official may speak on the issue during the time that the general public speaks on the issue.

B. Other Agencies:

Whenever a Council Member is required to file a Statement of Economic Interest for an outside agency, the Deputy City Clerk will provide the correct form, and using the Statement of Economic Interest Form 700 filed in the City Clerk's Office for the City of Porterville, prepare a duplicate statement for signature, and forward the appropriate form to the requesting agency.

D. City of Porterville Conflict of Interest Code:

Certain designated City employees are also required to file conflict of interest forms under the provisions of the Political Reform Act Code, Sections 87100-87500 et seq. The City of Porterville Conflict of Interest Code was adopted by the City Council and is reviewed biennially to make sure it is kept current.

If Council Members have a question on whether an interest they have is sufficient for disqualification, they should contact the Fair Political Practices Commission at (866) 275-3772, or <http://www.fppc.ca.gov>, for a ruling or opinion.



X. GENERAL ITEMS

A. Different Hats

Members of the City Council also serve as the governing bodies for the following local agencies:

1. Successor Agency to the Porterville Redevelopment Agency
2. Industrial Development Authority
3. Public Financing Authority
4. Public Improvement Corporation
5. Planning Commission
6. Conflicts and Disclosure Monitor Agency

B. Compensation

As stated in the City Charter, Section 9, City Council Members shall receive \$20 per Council meeting, \$25 per Council meeting for the Mayor, with a maximum of seven paid Council meetings per month.

C. Issuance of ~~Laptop Computers~~ **Electronic Devices** to Council Members

~~A Wireless Communications Policy~~ **An Electronic Device, Internet, and Email Policy** for the ~~laptop computers is being~~ **has been** developed as set forth in Minute Order 14-090605. (*See Appendix D*)

D. Direction to Support Staff:

Upon assuming office, Council Members should notify the City Manager's staff regarding the following items:

1. Where to deliver Administrative Reports and Memorandums, i.e. home or business.
2. How to direct citizens who wish to speak to Council Members, i.e. take a message, give out home telephone numbers, give out business telephone numbers, etc.

E. City Attorney

The City Attorney is the legal advisor of the City Council, and all other City officials. The City Attorney shall prosecute all violations of City ordinances and shall draft all

contracts and other legal documents and instruments, required by the Council or the City Manager. The City Attorney shall perform such other legal services as the Council may direct and shall attend all meetings of the Council unless excused therefrom by three members or by the Mayor.

The types of questions referred to the City Attorney are as follows:

1. Generally whether a conflict of interest exists for a Council Member and whether they should abstain from voting on a specific matter.

Please note: Any advice received from the City Attorney relating to Conflicts of Interests is informal only and not binding; the Council Member must seek and obtain a formal written opinion from the FPPC in order to be afforded any statutory immunities.

2. Whether an issue has a legal standing, and what type of action would be appropriate.
3. Legal recommendations for matters of litigation.

F. Annual City Manager/City Attorney Evaluations

The City Council shall provide for annual evaluations for the City Manager and the City Attorney. A standardized evaluation form shall be used which shall address the areas of importance as set forth by the City Council. (*See Appendix C.*)

G. Response to President/Governor Directives

Directives issued by the President of the United States and/or Governor of the State of California shall not be considered a mandatory directive to the City of Porterville except as authorized and/or approved by the City Council. The one exception to this rule is that flags on City buildings shall be flown at half-staff upon orders by the President, Governor and/or Mayor, or by majority approval of the City Council.



APPENDICES

- A. Resolution ~~101-2010~~ ____-**2019**, Order of Business
- B. Resolution 99-2012, Ticket Policy
- C. Annual City Manager/City Attorney Evaluation Forms
- D. **Electronic Device, Internet, and Email Policy**
- E. **Email Retention Policy**

RESOLUTION NO. _____-2019

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF PORTERVILLE RESCINDING RESOLUTION 101-2010
AND ESTABLISHING NEW ORDER OF BUSINESS TO BE FOLLOWED
AT REGULAR MEETINGS OF THE CITY COUNCIL

BE IT RESOLVED by the City Council of the City of Porterville that Resolution No. 101-2010 is herein rescinded.

BE IT FURTHER RESOLVED that the following is the order of business to be followed in conducting the regular meetings of the City Council:

- MEETING CALLED TO ORDER
- ROLL CALL
- ORAL COMMUNICATIONS (closed session items only)
- CLOSED SESSION
- RECONVENE OPEN SESSION
- REPORT ON ACTION TAKEN IN CLOSED SESSION
- PLEDGE OF ALLEGIANCE
- INVOCATION
- PROCLAMATIONS/PRESENTATIONS
- REPORTS (Committee/Commission/Board Reports; Information Items and Reports)
- ORAL COMMUNICATIONS (on any matter of interest)
- CONSENT CALENDAR – to include:
 - Approval of Minutes
 - Claims Against the City
 - Payment of Bills
 - Payments on Public Works Projects
 - Authorization to Purchase
 - Authorization to Call for Bids
 - Award of Bids
 - Acceptance of Projects
 - Acceptance of Dedications/Property
 - Approval of Final Tract Maps
 - Annexations
 - Requests for City Services
 - Reports
 - Other Routine Matters
- PUBLIC HEARINGS
- SECOND READINGS
- SCHEDULED MATTERS

- AB 1234 REPORTS
- ORAL COMMUNICATIONS (on any matter of interest)
- COUNCIL COMMENTS
- ADJOURNMENT

PASSED, APPROVED AND ADOPTED this _____ day of May, 2019.

Martha A. Flores, Mayor

ATTEST:

John D. Lollis, City Clerk

By: Patrice Hildreth, Chief Deputy City Clerk

RESOLUTION NO. 99-2012

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PORTERVILLE ESTABLISHING A POLICY CONCERNING THE
ACCEPTANCE OF TICKETS BY COUNCIL MEMBERS TO CITY OR
CITY-SPONSORED EVENTS

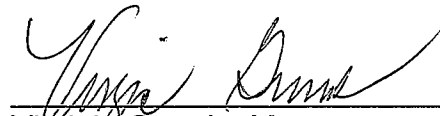
WHEREAS, at its regular meeting of September 18th, 2012, the City Council of the City of Porterville authorized the drafting of a policy limiting the acceptance of tickets by City Council Members to City and City-sponsored events;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORTERVILLE:

SECTION 1. The City Council hereby establishes a policy as follows: a Council Member may accept no more than two (2) tickets issued by the City to a City event or a City-sponsored event. Any tickets in excess of two (2) accepted by a Council Member shall be paid for by the Council Member from non-City funds at the time of acceptance of the tickets.

SECTION 2. This resolution establishing the above policy shall be attached as an appendix to the City Council Procedural Handbook.

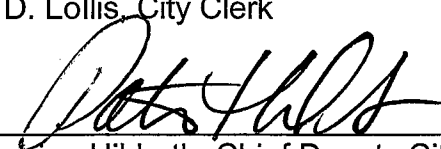
PASSED, APPROVED AND ADOPTED this 2nd day of October, 2012.



Virginia Gurrola, Mayor

ATTEST:

John D. Lollis, City Clerk

By: 

Patrice Hildreth, Chief Deputy City Clerk

STATE OF CALIFORNIA)
CITY OF PORTERVILLE) SS
COUNTY OF TULARE)

I, JOHN D. LOLLIS, the duly appointed City Clerk of the City of Porterville do hereby certify and declare that the foregoing is a full, true and correct copy of the resolution passed and adopted by the Council of the City of Porterville at a regular meeting of the Porterville City Council duly called and held on the 2nd day of October, 2012.

THAT said resolution was duly passed, approved, and adopted by the following vote:

Council:	WARD	McCRACKEN	GURROLA	SHELTON	HAMILTON
AYES:	X	X	X	X	X
NOES:					
ABSTAIN:					
ABSENT:					

JOHN D. LOLLIS, City Clerk


By: Luisa M. Herrera, Deputy City Clerk



CITY MANAGER PERFORMANCE EVALUATION

	<u>WEAK</u>			<u>STRONG</u>	
A. Providing Information					
1. Does the City Manager keep you informed, in a timely manner, of the things you want to know about?	1	2	3	4	5
2. Do you feel that you receive information on an equal basis with other Council members?	1	2	3	4	5
3. Do reports provide adequate information and analysis to help you make sound decisions?	1	2	3	4	5
4. Are agenda items and supporting documents appropriate and brought to Council in sufficient time for deliberations?	1	2	3	4	5
5. Does the City Manager regularly consult with the Council before setting the agenda to determine appropriate topics and timing?	1	2	3	4	5
6. Does the City Manager follow up promptly on Council requests for information or action without having to be reminded?	1	2	3	4	5
7. Are Council packets relatively free of errors and omissions?	1	2	3	4	5
Average score					

	<u>WEAK</u>			<u>STRONG</u>	
B. Providing Advice					
1. Does the City Manager have adequate knowledge of municipal affairs?	1	2	3	4	5
2. Does he exercise good judgment?	1	2	3	4	5

3. Do you feel that the City Manager considers alternatives before making recommendations?	1	2	3	4	5
4. Does the City Manager plan ahead, anticipate needs and recognize potential problems?	1	2	3	4	5
5. How do you feel about the quality of analysis that accompanies recommendations?	1	2	3	4	5
6. Does he have a good sense of timing in bringing issues to the Council for action?	1	2	3	4	5

Average score

INTERNAL ADMINISTRATION

	<u>WEAK</u>			<u>STRONG</u>	
A. Financial Management					
1. Are you comfortable with the City Manager's approach to budget preparation and review?	1	2	3	4	5
2. Is the City Manager effective in controlling costs through economical utilization of manpower, materials, and equipment?	1	2	3	4	5
3. Does the City Manager have sufficient knowledge of financial matters?	1	2	3	4	5
4. Does the City Manager provide you with sufficient information on the financial status of the City government?	1	2	3	4	5
5. Is the budget submitted on time?	1	2	3	4	5

Average score

	<u>WEAK</u>			<u>STRONG</u>	
B. Personnel Management					
1. Is the City Manager successful in guiding people so that they work together as a team toward common objectives?	1	2	3	4	5

	<u>WEAK</u>			<u>STRONG</u>	
2. Is the City Manager effective in selection and placing personnel?	1	2	3	4	5
3. Does the City Manager develop and motivate personnel so that they are increasingly effective in performing their duties?	1	2	3	4	5
4. Is the City Manager willing to face up to disciplinary problems and take action when warranted?	1	2	3	4	5
5. Is the City Manager effective in promoting positive employer-employee relations?	1	2	3	4	5
6. Does the City Manager respond to Council suggestions on employee training, work priorities and productivity? Are the decisions explained to Council?	1	2	3	4	5
7. Is the City Manager effective on assuring that staff makes a positive impression on citizens?	1	2	3	4	5
8. Does the City Manager ensure that every City employee receives a written annual performance review?	1	2	3	4	5

Average score

	<u>WEAK</u>			<u>STRONG</u>	
C. Getting the Job Done					
1. Do you have the feeling that things the Council decides or directs get done?	1	2	3	4	5
2. Does the City Manager organize or assign work so that it is performed efficiently and effectively?	1	2	3	4	5
3. Does the City Manager pay sufficient attention to detail to avoid error or things “slipping through the cracks”?	1	2	3	4	5
4. Does the City Manager put in sufficient time and effort to perform to your expectations?	1	2	3	4	5

5. Does the City Manager have a good sense of priorities in the way he spends his time on the job?	1	2	3	4	5
6. Is the City Manager able to analyze problems or issues and identify causes, reasons, and implications?	1	2	3	4	5
7. Does the City Manager develop and carry out short- and long-term action plans?	1	2	3	4	5

Average score

EXTERNAL RELATIONS

	<u>WEAK</u>			<u>STRONG</u>	
A. Citizen Relations					
1. Does the City Manager generally make a positive impression on citizens and is he respected in Porterville?	1	2	3	4	5
2. Is he effective in handling disputes or complaints involving citizens?	1	2	3	4	5
3. Does the City Manager have appropriate visibility or identity in the community?	1	2	3	4	5
4. Does the City Manager represent Council positions and policies accurately and effectively?	1	2	3	4	5
5. Does the City Manager give sufficient credit to Council?	1	2	3	4	5
6. Does the City Manager think and act in a manner reflecting an attitude that client (Council, staff, or citizens) perceptions and satisfactions are key?	1	2	3	4	5

Average score

	<u>WEAK</u>			<u>STRONG</u>	
B. Intergovernmental Relations					
1. Is the City Manager effective representing the City's interests in dealing with other agencies?	1	2	3	4	5
2. Does the City Manager participate in enough intergovernmental activity to have an impact on behalf of the City?	1	2	3	4	5

Average score

PERSONAL CHARACTERISTICS

	<u>WEAK</u>			<u>STRONG</u>	
A. Personality					
1. Is the City Manager's personality suited to effective performance of his duties?	1	2	3	4	5

Average score

	<u>WEAK</u>			<u>STRONG</u>	
B. Communications					
1. Is the City Manager easy to talk to?	1	2	3	4	5
2. Do you feel he is a good listener?	1	2	3	4	5
3. Are communications thoughtful, clear, and to the point?	1	2	3	4	5
4. Does the City Manager show sensitivity to the concerns of others?	1	2	3	4	5

Average score

	<u>WEAK</u>			<u>STRONG</u>	
C. Management Style					
1. Does the City Manager demonstrate interest and enthusiasm in performing his duties?	1	2	3	4	5
2. Does he have sufficient leadership characteristics to command respect and good performance from employees?	1	2	3	4	5

3. Does the City Manager show initiative and creativity in dealing with issues, problems, and unusual situations?	1	2	3	4	5
4. Is the City Manager open to new ideas and suggestions for change?	1	2	3	4	5
5. Does the City Manager create an atmosphere in which employees can enjoy working for the City?	1	2	3	4	5
6. Is the City Manager honest and ethical?	1	2	3	4	5
7. Does the City Manager work well under pressure?	1	2	3	4	5
8. Is the City Manager able to change his approach to fit new situations?	1	2	3	4	5
9. Can the City Manager consistently put aside personal views and implement Council policy and direction?	1	2	3	4	5

Average score

ACHIEVEMENTS

List the top three achievements or strong points of the City Manager for the past twelve (12) months:

1.
2.
3.

FUTURE DEVELOPMENT

List three performance objectives for the City Manager that you feel are the most important targets for this year:
1.
2.
3.

Total Overall Score

OVERALL RATING	<u>WEAK</u>					<u>STRONG</u>
	1	2	3	4	5	

Date:

Martha A. Flores, Mayor

Brian Ward, Vice Mayor

Monte Reyes, Council Member

Milt Stowe, Council Member

Daniel Peñaloza, Council Member



CITY ATTORNEY PERFORMANCE EVALUATION

	WEAK			STRONG	
A. Providing Information					
1. Does the City Attorney keep you informed, in a timely manner, of the legal issues affecting the City?	1	2	3	4	5
2. Does the City Attorney demonstrate initiative and resourcefulness in identifying legal problems, and advising and recommending resolutions?	1	2	3	4	5
3. Do reports/memoranda from the City Attorney provide adequate information and analysis to help you make sound decisions?	1	2	3	4	5
4. Do the legal solutions that are developed appropriately address the issues to be resolved?	1	2	3	4	5
5. Does the City Attorney follow up promptly on Council requests for information or action without having to be reminded?	1	2	3	4	5

Average score

	WEAK			STRONG	
B. Providing Advice					
1. Does the City Attorney have adequate knowledge of municipal legal affairs?	1	2	3	4	5
2. Does he/she exercise good judgment?	1	2	3	4	5
3. Do you feel that the City Attorney considers alternatives before making recommendations?	1	2	3	4	5
4. Does the City Attorney plan ahead, anticipate needs and recognize potential legal problems?	1	2	3	4	5
5. How do you feel about the quality of analysis that accompanies recommendations?	1	2	3	4	5

Average score

	WEAK			STRONG	
C. Getting the Job Done					
1. Do you have the feeling that things the Council decides or directs get done?	1	2	3	4	5
2. Does the City Attorney pay sufficient attention to detail to avoid error or things “slipping through the cracks”?	1	2	3	4	5
3. Does the City Attorney put in sufficient time and effort to perform to your expectations?	1	2	3	4	5
4. Does the City Attorney have a good sense of priorities in the way he/she spends his/her time on the job?	1	2	3	4	5
5. Is the City Attorney able to analyze problems or issues and identify causes, reasons, and implications?	1	2	3	4	5
6. Does the City Attorney perform well under pressure?	1	2	3	4	5
7. When work is delegated to staff/deputy attorneys, is the project/issue handled appropriately?	1	2	3	4	5
Average score					

EXTERNAL RELATIONS

	WEAK			STRONG	
A. Citizen Relations					
1. Does the City Attorney generally make a positive impression on citizens and is he/she respected in Porterville?	1	2	3	4	5
2. Is he/she effective in handling disputes or complaints involving citizens?	1	2	3	4	5
3. Does the City Attorney have appropriate visibility or identity in the community?	1	2	3	4	5
4. Does the City Attorney think and act in a manner reflecting an attitude that client (Council, staff, or citizens) perceptions and satisfactions are key?	1	2	3	4	5
Average score					

	WEAK			STRONG	
B. Intergovernmental Relations					
1. Is the City Attorney effective representing the City's interests in dealing with other agencies?	1	2	3	4	5
Average score					

PERSONAL CHARACTERISTICS

	WEAK			STRONG	
A. Personality					
1. Is the City Attorney's personality suited to effective performance of his/her duties?	1	2	3	4	5
Average score					

	WEAK			STRONG	
B. Communications					
1. Is the City Attorney easy to talk to?	1	2	3	4	5
2. Do you feel he/she is a good listener?	1	2	3	4	5
3. Are communications thoughtful, clear, and to the point?	1	2	3	4	5
4. Does the City Attorney show sensitivity to the concerns of others?	1	2	3	4	5
Average score					

	WEAK			STRONG	
C. Management Style					
1. Does the City Attorney demonstrate interest and enthusiasm in performing his/her duties?	1	2	3	4	5
2. Does the City Attorney show initiative and creativity in dealing with issues, problems, and unusual situations?	1	2	3	4	5
3. Is the City Attorney honest and ethical?	1	2	3	4	5
4. Does the City Attorney work well under pressure?	1	2	3	4	5

	WEAK			STRONG	
5. Is the City Attorney able to change his/her approach to fit new situations?	1	2	3	4	5
6. Can the City Attorney consistently put aside personal views and implement Council policy and direction?	1	2	3	4	5

Average score

ACHIEVEMENTS

List the top three achievements or strong points of the City Attorney for the past twelve (12) months:
1.
2.
3.

FUTURE DEVELOPMENT

List three performance objectives for the City Attorney that you feel are the most important targets for this year:
1.
2.
3.

TOTAL OVER ALL SCORE

	<u>WEAK</u>				<u>STRONG</u>
OVERALL RATING	1	2	3	4	5
<i>Date:</i>					

Martha A. Flores, Mayor

Brian Ward, Vice Mayor

Milt Stowe, Council Member

Monte Reyes, Council Member

Daniel Peñaloza, Council Member



CITY COUNCIL CITY DEVICE, INTERNET & EMAIL POLICY

Electronic devices are made available to Council Members upon taking office and assuming Council duties. Access to email and the internet is a resource also made available to City Council Members as a means of communicating with City administration and constituents. The City Council recognizes that access to electronic communications contributes to the efficiency of conducting city business. The City Council has adopted this policy to ensure that all City of Porterville computer and network resources are used for purposes appropriate to City business; to inform Council Members of the applicability of laws and policies to computer and network usage; to establish policies on privacy, confidentiality, and security in electronic communications; and to provide guidance concerning rights and responsibilities with respect to the proper use of City of Porterville computer and network resources.

SCOPE

This policy applies to:

1. All City Council Members, as authorized users, whether elected or appointed;
2. All computer and mobile devices and network resources leased, owned, or managed by the City of Porterville; and
3. All electronic communications records in the possession of the City of Porterville.

CONFIDENTIALITY AND SECURITY

1. All materials sent or received over the Internet on electronic devices and/or network resources leased, owned or managed by the City, shall be considered property of the City. An authorized user does not have privacy rights in any matter created, received or sent. The City reserves the right to monitor access or disclose any message created, received or sent via the Internet or e-mail at any time, without advanced notice.
2. All authorized users shall respect the privacy of other users; for example, users shall not intentionally seek information on, obtain copies of, or modify files or data, belonging to other users, unless explicit permission to do so has been obtained.
3. Authorized users are to safeguard their accounts and passwords. Accounts and passwords are normally assigned to a single user, and are not to be shared with others. Users are responsible for their individual computer accounts and shall take

all reasonable precautions to prevent others from using their accounts. All notebooks and/or tablets should be locked or logged off each time they leave the device unattended. Account owners are ultimately responsible for all activity under their account.

4. Authorized users will not connect, attempt to connect or disconnect any computer or peripheral to, from or within the City of Porterville network without prior authorization from the Information Technology Division.
5. Authorized users will not use or attempt to use on the City of Porterville network any of the following items: any computer operating system media; computer or network utilities; network monitors; unlocking utilities or any software used to repair, change or monitor computer operations, network activity or security without preapproval from the Information Technology Division.
6. Authorized users should not attempt to remove the email disclaimers in their emails.
7. Authorized users shall not write down passwords to City of Porterville resources in an unsecured area.
8. Confidential information should not be downloaded or stored on portable resources unless proper encryption and password protection mechanisms are in place.

UNACCEPTABLE USES

1. Violations of the rights of any person or company protected by copyright, trade secret, patent or other intellectual property, or similar laws or regulations, including, but not limited to, unauthorized digitization and distribution of photographs from magazines, books or other copyrighted sources, copyrighted music, and the installation or distribution of "pirated" or other software products that are not appropriately licensed for use by City of Porterville.
2. Accessing or viewing sexually explicit or pornographic material.
3. Exporting software, technical information, public safety information, or encryption software, in violation of international or regional export control laws. Such use is illegal. The Information Technology Division should be consulted prior to export of any material that is in question.

4. Introduction of malicious programs into the network or servers (e.g., viruses, worms, Trojan horses, e-mail bombs, etc.) that may gain unauthorized access to any computer or computing system and cause intentional disruption.
5. Revealing your account password to others or allowing use of your account by others. This includes family and other household members when work is being done at home.
6. Using a City of Porterville device for profit activities (e.g., consulting for pay, sale of goods such as Avon and Amway products, etc.), or to actively engage in procuring or transmitting material that is in violation of discriminatory, sexual harassment or hostile workplace laws. Use of City devices or networks for political campaign purposes is expressly prohibited.
7. Making fraudulent offers of products, items or services originating from any City of Porterville account.
8. Effecting security incidents or disruptions of network communication. Security incidents include, but are not limited to, accessing data of which the authorized user is not an intended recipient or logging into a server or account that the authorized user is not expressly permitted to access, unless these duties are within the scope of regular duties. For purposes of this section, "disruption" includes, but is not limited to, network sniffing, pinged floods, packet spoofing, denial of service, and forged routing information for malicious purposes.
9. Port scanning or security scanning. Such use is expressly prohibited.
10. Executing any form of network monitoring which will intercept data not intended for the authorized user's host, unless this activity is part of the employee's normal job/duty.
11. Circumventing user authentication or security of any host, network or account.
12. Using any program/script/command, or sending messages of any kind, with the intent to interfere with, or disable, a user's terminal session, via any means, locally or via the Internet/Intranet/Extranet.

13. Unless explicitly authorized, providing information about, or lists of, City of Porterville employees or its affiliates to parties outside City of Porterville.
14. Incurring personal charges through the use of these systems. In the event that an authorized user does incur personal charges through the use of these systems, that user will be responsible for reimbursing the City for all expenses incurred.
15. Removing or disabling the security software (i.e. firewalls, anti-virus, anti-spyware, etc.) for any reason, unless done by or with the authority of the Information Technology staff.
16. The connection of portable or desktop computers to the City of Porterville computer network without approval by the Information Technology Division. Visitors or vendors under your care are not allowed to connect their portables directly to the City's network.

CITY'S RESERVATION OF THE RIGHT TO MONITOR

Pursuant to the Electronic Communications Privacy Act of 1986...notice is hereby given that there are NO facilities provided by the City for sending or receiving private confidential electronic communications. System administrators have access to all mail and user data files, and will monitor messages as necessary to assure efficient performance.

PUBLIC RECORDS AND PRIVATE AND PUBLIC DEVICES

Any temporary and permanent files and data prepared or received on a City owned or controlled device are considered a public record, unless an otherwise valid public records exemption applies.

Temporary and permanent files and data prepared or received on a privately-owned device or electronic system by an authorized user containing information relating to the conduct of the public's business are public records subject to control by the City and compliance with the City's record policies. A writing relates to the conduct of the public's business when it serves, or is intended to serve, a City purpose and involves a matter over which the authorized user has work responsibility. This policy is not intended to modify the definition of a public record as defined by the California Public Records Act.

When notified of a public records request, the authorized user must conduct a reasonable search for, locate, and review writings maintained on his or her privately-owned device or electronic systems that are potentially responsive to a public records request and provide the responsive records to the City Clerk. The authorized user must provide an explanation for a decision to exclude certain writings as not being responsive

public records. If required by the City Attorney, the authorized user must execute an affidavit containing a sufficient factual basis for the City or a court to determine whether a record on a privately-owned electronic systems is not a responsive public record.

LOST OR STOLEN

Authorized users must report to City Administration, within one business day, whenever any personal device used pursuant to this policy is suspected or known to be lost or stolen. Upon notification of loss/theft, the System administrators may issue a remote wipe of affected City-owned or controlled devices to ensure that City-related data is safeguarded. The City is not liable for the potential loss of personal (e.g., contacts, apps, photos, etc.) data, including the potential to restore the device to factory default settings.

CITY OF PORTERVILLE ADMINISTRATIVE POLICY	Number <u>V-A-15</u> Date <u>May 2, 2019</u> Revised _____ Authority <u>Administration</u>
SUBJECT: EMAIL RETENTION POLICY	_____ City Manager

PURPOSE:

To provide a procedure for the retention of e-mails consistent with applicable state and/or federal law and to provide for the efficient maintenance of affected infrastructure.

PROCEDURE:

Managing Agency E-mail

Agency officials and employees are responsible for the management of their e-mail folders on a regular basis. It is the responsibility of agency officials and employees to determine if an e-mail is an Official Agency Record ("OAR") which must be retained in accordance with the City's Records Retention Policy. An e-mail message and any attachments regardless of format may be considered an OAR.

Messages that are Generally NOT Considered as Official Agency Records

Examples of e-mail messages that are not generally considered OARs may include: (1) personal messages; (2) "Spam" emails, advertisements, or other "junk" e-mail; (3) messages not related to public business (e.g., employee birthday celebrations in the lunch room); and (4) newsletters or general information from vendors or other public agencies.

Preserving E-mails that are Official Agency Records

Any e-mail message, including any attachments regardless of format that is an OAR should be preserved by one of the following methods:

1. Print the email and consolidate the printed copy in the appropriate file. Generally, the employee who sends the e-mail should be the person responsible for printing and filing the hard copy, but persons responsible for a particular program or project file shall be responsible for retaining all e-mail they send or receive related to that program or project
2. Move the e-mail from your Inbox to the archival folder within your Office 365 account.

E-mail Box Retention Schedule

Days	120	120	30	30
Email Folders	Inbox	Sent	Delete	Junk

Inbox and **Sent** folders retention period is 120 days. Items that reach 120 days will be automatically moved to archive.

Deleted and **Junk** folders retention period is 30 days. Items that reach 30 days will be automatically moved to archive.

This policy does not waive any exemption to disclosure that may apply under the California Public Records Act or other applicable law.