



**CITY COUNCIL AGENDA
CITY HALL, 291 N. MAIN STREET, PORTERVILLE, CA 93257
AND 18 US-50, STATELINE, NEVADA, 89449
AUGUST 6, 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 54956.8 – Conference with Real Property Negotiators/Property: APNs: 302-121-004, 302-122-001, 302-490-015, and portions of 302-110-076 and 302-110-079. Agency Negotiator: John Lollis. Negotiating Parties: City of Porterville and Rick Perigo Roadsiding. Under Negotiation: Terms and Price.
- 2** - Government Code Section 54957.6 – Conference with Labor Negotiator. Agency Negotiator: John Lollis and Che Johnson. Employee Organizations: Porterville City Firefighters Association and Fire Officer Series.
- 3** - Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: Maria Ventura v. City of Porterville, U.S. District Court, Eastern District, Case No. 1:17-CV-00237-DAD-SKO.
- 4** - 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.

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

Pledge of Allegiance Led by Council Member Milt Stowe.

Invocation

PRESENTATIONS

Valley Champions Porterville Neptunites
Employee of the Month - Kirk Lowery

Outstanding Business - Giovanni's

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 - July 17, 2019
2. Tulare County Council of Cities - July 17, 2019
3. Tulare County City Selection Committee- July 17, 2019
4. Tulare County 2020 Census Committee Meeting - July 23, 2019
5. Porterville Complete Count Committee - July 24, 2019

STAFF INFORMATIONAL REPORTS

This is the time for all staff informational items.

Building Permit Activity - 4th Quarter Report (April, May, June)

Street Performance Measure - 4th Quarter Report (April, May, June)

Attendance Records for City Commissions and Committees - 4th Quarter Report (April, May, June)

Golf Course - 4th Quarter Report (April, May, June)

OHV Park - 4th Quarter Report (April, May, June)

Code Enforcement - 4th Quarter Report (April, May, June)

Review of Point in Time Report and Update on Grant Funds to Address Homelessness

Charitable Car Washes - Year to Date Report

Free Community Eye Care Clinic 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. **Authorization to Distribute Request for Qualifications (RFQ) for On-Call Right-of-Way and Appraisal Consulting Services**
Re: Considering authorization to distribute a Request for Qualifications for on-call right-of-way and appraisal consulting services.
2. **Authorization to Purchase Avgas Aircraft Refueler**

Re: Consideration to approve the purchase of a new Avgas Aircraft Refueler from Skymark Refuelers for a price of \$114,400, plus applicable use tax and delivery charges.

3. Purchase of Replacement Pump and Motor for Lift Station 11

Re: Considering approval of the purchase of a replacement motor from Flo-Line Technology Inc. in an amount not to exceed \$14,991.28 for City of Porterville's Lift Station 11, located on N. Mathew Street, south of W. Mulberry Avenue.

4. Acceptance of Fiscal Year 2018 State Homeland Security Grant Program Funds

Re: Consideration of acceptance of the grant and authorize the Mayor sign the subrecipient award agreement and associated documents as necessary to accept the award.

5. A Resolution Approving the Application for Statewide Park Development and Community Revitalization Program Grant Funds

Re: Consideration to adopt draft Resolution approving the application for Statewide Park Development and Community Revitalization Program Grant Funds.

6. Consent to Sublet Airport Hangar Lot No. 7

Re: Considering approval to sublet the Lot 7 hangar at the Porterville Municipal Airport to Skydive Elsinore, Inc., for a period of five years and six months.

7. State of California Office of Emergency Services Engine Replacement Contract

Re: Consideration to authorize the City Manager to approve the agreement with CalOES.

8. Agreement to Create Cross-Easements When Necessary and Declaration of Restrictions for the Christl Gardens Apartments

Re: Considering approval of an Agreement to Create Cross-Easements When Necessary and Declaration of Restrictions for the Christl Gardens Apartments located north of Putnam Avenue and west of Kessing Street.

9. Adoption of Policy for Procurement with Federal Funds

Re: Considering approval of a draft Resolution for the adoption of a new Policy for Procurement with Federal Funds.

10. Quarterly Portfolio Summary

Re: Consideration to accept the quarterly Portfolio Summary Report that reflects the investment portfolio of the City of Porterville as of June 30, 2019.

11. Preliminary Financial Status Reports - Fiscal Year 2018-2019

Re: Considering acceptance of the preliminary financial status reports for the fiscal year ended June 30, 2019.

- 12. Amendment to Employee Pay & Benefit Plan - Fire Officers Series**
Re: Considering approval of a Resolution amending the Employee Pay and Benefit Plan pertaining to the Fire Officer Series employees.
- 13. Approval for Community Civic Event - Porterville Chamber of Commerce, Porterville Arts Commission - Porterville Art Festival - September 28, 2019**
Re: Considering approval of an event to take place at Centennial Park on Saturday, September 28, 2019, from 10:00 a.m. to 3:00 p.m. Main Street from Thurman to Cleveland has been requested to be closed from 7:00 a.m. to 5:00 p.m.
- 14. Approval for Community Civic Event - Family Health Care Network - 19th Annual Health Fair and Fiestas Patrias - September 15, 2019**
Re: Considering approval of an event to take place on Sunday, September 15, 2019, from 12:00 am to 6:00 pm., at Centennial Park, and the closure of Main Street, between Thurman Avenue and Cleveland Avenue, and Cleveland Avenue between Second Street and Main Street.
- 15. Status and Review of Declaration of Local Emergency**
Re: Considering approval of the continuance of the Declaration of Local Emergency.

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

PUBLIC HEARINGS

- 16. Consideration of a Conditional Use Permit for the Mariscos y Birrieria Mazatlán Restaurant**
Re: Consideration of a Resolution to allow the sale of beer and wine under an on-sale license in conjunction with the serving of meals at 1392 West Olive Avenue; and authorizing execution of a Letter of Public Convenience or Necessity.
- 17. Landscape and Lighting District Annual Assessment**
Re: Consideration of a Resolution ordering the continued maintenance of Landscape and Lighting Maintenance Districts and confirming the Engineer's Report and Assessments for the 2019-2020 fiscal year.
- 18. Phase 1 - Transit Service Modifications**
Re: Give consideration to direct staff to implement Phase 1 modifications to the City Public Transit System.

SCHEDULED MATTERS

- 19. Update on Status of Eddie's Dog Grooming Conditional Use Permit**
Re: A six-month status report on the business's CUP pursuant to City Council direction.
- 20. Bid Results - Henderson Avenue Reconstruction Project from Indiana to Jaye**
Re: Considering whether to reject all bids and to re-advertise the project; or to award the project to MAC General in the amount of \$4,230,966.00.
- 21. Reorganization of the City's Public Works Department**
Re: Consideration of a reorganization of the Public Works Department which would divide the Department into two (2) separate departments.
- 22. Council Member Appointments to Boards and Committees**
Re: Consideration of appointments to various boards and committees on which the Council Members serve.

ORAL COMMUNICATIONS

OTHER MATTERS

CLOSED SESSION

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

ADJOURNMENT - to the meeting of August 20, 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 – AUGUST 6, 2019

SUBJECT: Building Permit Activity - 4th Quarter Report (April, May, June)

SOURCE: Public Works

COMMENT: The Building Permit Activity Report (BPAR) presented herein to the City Council covers the months of April, May and June 2019. The two main categories include new residential permits issued and new commercial permits issued.

4th Quarter of FY 2018/2019 compared to 4th Quarter of FY 2017/2018
New residential permits issued during the 4th quarter of 2019 (17) are down 51.43% from the 4th quarter of 2018 (35). New commercial permits issued during the 4th quarter of 2019 (0) are down 100% from the new commercial permits issued during the same period last fiscal year (2).

Year-to-Date (July 2018 to June 2019)
New residential permits issued this fiscal year (62) are down 21.5% as compared to the previous fiscal year (79). New commercial permits issued this fiscal year (2) are down 50% as compared to the previous fiscal year (4).

RECOMMENDATION: Information Only

ATTACHMENTS:

1. Building Activity - April 2019
2. Building Activity - May 2019
3. Building Activity - June 2019

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

CITY OF PORTERVILLE - BUILDING DIVISION
REPORT FOR THE PERIODS OF
7/1/2017 - 4/30/2018 AND
7/1/2018 - 4/30/2019

PERMIT	NUMBER OF PERMITS ISSUED				ACTUAL VALUATION OF PERMITS ISSUED				BUILDING FEES TOTALS FOR PERMITS ISSUED			
	APRIL 2019	APRIL 2018	THIS YEAR TO DATE	LAST YEAR TO DATE	APRIL 2019	APRIL 2018	THIS YEAR TO DATE	LAST YEAR TO DATE	APRIL 2019	APRIL 2018	THIS YEAR TO DATE	LAST YEAR TO DATE
NEW RESID	3	8	48	52	715,680	1,925,141	12,380,192	13,196,423	6,708	16,103	118,193	126,174
NEW COMM	0	0	2	2	0	0	2,300,000	2,625,000	0	0	13,262	15,596
RESID IMPROV	8	21	150	124	183,608	282,790	1,856,999	2,081,565	4,106	6,669	59,361	47,024
COMM IMPROV	8	9	58	47	2,507,557	1,723,655	7,873,056	3,977,646	10,724	4,933	88,388	41,233
OTHER	29	31	227	256	402,640	291,271	2,979,846	2,890,134	5,833	6,264	45,411	51,405
ELECT	45	27	273	191	631,345	223,691	4,029,741	4,768,242	8,819	5,138	52,844	35,875
PLUMB	58	37	523	341	0	0	17,400	25,600	8,433	5,547	75,008	50,815
TOTALS	151	133	1,281	1,013	4,440,830	4,446,548	31,437,234	29,564,610	44,622	44,654	452,466	368,121

	NEW DWELLING UNITS TOTALS			
	APRIL 2019	APRIL 2018	THIS YEAR TO DATE	LAST YEAR TO DATE
SINGLE FAMILY	3	8	44	52
MULTI FAMILY	0	0	12	0
TOTAL	3	8	56	52


 CHIEF BUILDING OFFICIAL

CITY OF PORTERVILLE - BUILDING DIVISION
REPORT FOR THE PERIODS OF
7/1/2017 - 5/31/2018 AND
7/1/2018 - 5/31/2019

PERMIT	NUMBER OF PERMITS ISSUED				ACTUAL VALUATION OF PERMITS ISSUED				BUILDING FEES TOTALS FOR PERMITS ISSUED			
	MAY 2019	MAY 2018	THIS YEAR TO DATE	LAST YEAR TO DATE	MAY 2019	MAY 2018	THIS YEAR TO DATE	LAST YEAR TO DATE	MAY 2019	MAY 2018	THIS YEAR TO DATE	LAST YEAR TO DATE
NEW RESID	12	14	60	66	3,599,541	4,044,148	15,979,733	17,240,571	38,345	40,845	156,538	167,019
NEW COMM	0	2	2	4	0	4,725,000	2,300,000	7,350,000	0	14,809	13,262	30,405
RESID IMPROV	18	13	168	137	356,233	120,883	2,213,232	2,202,448	8,823	4,644	68,184	51,668
COMM IMPROV	4	4	62	51	76,500	60,050	7,949,556	4,037,696	2,791	2,164	91,178	43,397
OTHER	34	40	261	296	464,781	372,249	3,444,627	3,262,383	6,832	8,005	52,243	59,410
ELECT	37	19	310	210	479,679	73,315	4,509,420	4,841,557	6,634	3,400	59,478	39,275
PLUMB	42	62	565	403	0	2,250	17,400	27,850	6,040	9,293	81,048	60,108
TOTALS	147	154	1,428	1,167	4,976,734	9,397,895	36,413,968	38,962,505	69,465	83,160	521,930	451,281

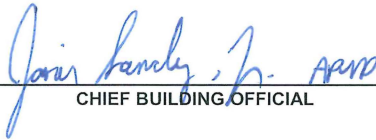
	NEW DWELLING UNITS TOTALS			
	MAY 2019	MAY 2018	THIS YEAR TO DATE	LAST YEAR TO DATE
SINGLE FAMILY	10	12	54	64
MULTI FAMILY	8	8	20	8
TOTAL	18	20	74	72


 CHIEF BUILDING OFFICIAL

CITY OF PORTERVILLE - BUILDING DIVISION
REPORT FOR THE PERIODS OF
7/1/2017 - 6/30/2018 AND
7/1/2018 - 6/30/2019

PERMIT	NUMBER OF PERMITS ISSUED				ACTUAL VALUATION OF PERMITS ISSUED				BUILDING FEES TOTALS FOR PERMITS ISSUED			
	JUNE 2019	JUNE 2018	THIS YEAR TO DATE	LAST YEAR TO DATE	JUNE 2019	JUNE 2018	THIS YEAR TO DATE	LAST YEAR TO DATE	JUNE 2019	JUNE 2018	THIS YEAR TO DATE	LAST YEAR TO DATE
NEW RESID	2	13	62	79	324,249	2,210,259	16,303,982	19,450,830	4,110	27,446	160,648	194,465
NEW COMM	0	0	2	4	0	0	2,300,000	7,350,000	0	0	13,262	30,405
RESID IMPROV	21	21	189	158	230,426	179,994	2,443,658	2,382,442	14,883	7,967	83,067	59,635
COMM IMPROV	2	5	64	56	10,600	78,300	7,960,156	4,115,996	1,284	2,972	92,462	46,369
OTHER	28	23	289	319	397,391	219,555	3,842,018	3,481,938	6,149	4,173	58,392	63,583
ELECT	48	19	358	229	868,325	196,856	5,377,745	5,038,413	9,238	3,501	68,716	42,776
PLUMB	53	61	618	464	26,135	0	43,535	27,850	7,923	9,262	88,971	69,370
TOTALS	154	142	1,582	1,309	1,857,126	2,884,964	38,271,094	41,847,469	43,587	55,321	565,517	506,602

	NEW DWELLING UNITS TOTALS			
	JUNE 2019	JUNE 2018	THIS YEAR TO DATE	LAST YEAR TO DATE
SINGLE FAMILY	2	13	56	77
MULTI FAMILY	0	0	20	8
TOTAL	2	13	76	85


 CHIEF BUILDING OFFICIAL



CITY COUNCIL AGENDA – AUGUST 6, 2019

SUBJECT: Street Performance Measure - 4th Quarter Report (April, May, June)

SOURCE: Public Works

COMMENT: The purpose of this staff report is to provide City Council with an update on progress made on street reconstruction, overlay, micro-surfacing and pothole repair efforts for the 4th quarter (April, May, June) of FY 2018/2019. For Council's information, the light blue bar represents staff's estimated quantity of "work" for each category for the fiscal year. The black overlaid bar represents the quantity of work accomplished to date.

City street crews have focused mainly on overlay and pothole repair efforts during this 4th quarter reporting period. The micro-surfacing phase of the Plano Street project was awarded and construction is scheduled to start late August after the new school year begins. The Barn Theater parking lot will be re-surfaced as part of this project as well. Main Street reconstruction (Morton Avenue to Olive Avenue), Henderson Avenue rehabilitation (Balmaine Street to Patsy Street), Union Avenue reconstruction (Indiana Street to Jaye Street) and Villa Street reconstruction (Henderson Avenue to Olive Avenue) are under design. The reconstruction of Henderson Avenue from Indiana Street to Jaye Street is still in the bidding process.

RECOMMENDATION: Information Only

ATTACHMENTS: 1. 4th Quarter Report - Street Performance Measure

Appropriated/Funded:

Review By:

Department Director:

Javier Sanchez, Assistant City Engineer

Final Approver: John Lollis, City Manager

4th QUARTER REPORT - April 1, 2019 - June 30, 2019



CITY COUNCIL AGENDA – AUGUST 6, 2019

SUBJECT: Attendance Records for City Commissions and Committees - 4th Quarter Report (April, May, June)

SOURCE: Administrative Services

COMMENT: Staff herein provides for Council's information attendance reports as of the fourth quarter FY 2018/2019 for the following City Commissions and Committees:

- Parks & Leisure Services Commission
- Library & Literacy Commission
- Arts Commission
- Animal Control Commission
- Transactions & Use Tax Oversight Committee
- CDBG Advisory & Housing Opportunity Committee

RECOMMENDATION: For information only.

ATTACHMENTS:

1. Parks & Leisure Services Commission Attendance
2. Library & Literacy Commission Attendance
3. Arts Commission Attendance
4. Animal Control Commission Attendance
5. Transactions and Use Tax Oversight Committee Attendance
6. CDBG Advisory & Housing Opportunity Committee Attendance

Appropriated/Funded:

Review By:

Department Director:

Patrice Hildreth, Administrative Services Dir

Final Approver: John Lollis, City Manager

Parks & Leisure Services Commissioner's Record of Attendance

	2018 July	2018 Aug	2018 Sept	2018 Oct	2018 Nov	2018 Dec	2019 Jan	2019 Feb	2019 Mar	2019 Apr	2019 May	2019 June	
	5	2	6	4	1	6	3	7	7	4	2	6	
Rocco Calantone	**	**	E	P	P	P	P	E	P	P	P	P	
Richard Rankin	**	**	P	P	P	E	P	P	P	P	E	P	
Rachel Lucero	**	**	A	A	P	A	P	A	P	P	A	P	
Carrol Land	**	**	P	P	A	P	P	P	P	P	P	P	
Phillip Duncan	**	**	P	P	P	P	P	P	P	A	P	P	
Diane Graybehl	**	**	P	P	P	P	P	E	P	P	P	P	
Kieran Daly	**	**	E	P	E	E	P	P	A	P	P	A	
Janet Uresti	**	**	P	P	E	E	P	P	P	E	P	P	

**No meeting held.

* Due to lack of quorum, an informal discussion only took place.

P = Present; E = Excused Absence; A = Absent; T = Tardy

Parks & Leisure Services Commissioner's Record of Attendance

	2017 July	2017 Aug	2017 Sept	2017 Oct	2017 Nov	2017 Dec	2018 Jan	2018 Feb	2018 Mar	2018 Apr	2018 May	2018 June	
		3	7	4	1	6							
Rocco Calantone	**	P	P	P	P	P	P	P	A	P	P	P	
Monte Moore	**	P	P	P	Term Expired 10/17								
Leticia Lupio-Devine	**	P	A	P	Term Expired 10/17								
Rick Vafeades	**	P	P	P	Term Expired 10/17								
Richard Rankin	**	P	P	P	P	P	P	P	P	A	P	A	
Rachel Lucero	**	A	A	P	P	A	A	A	P	P	P	A	
Carrol Land	**	P	P	P	P	P	P	P	P	P	P	P	
Phillip Duncan	Appointed 10/17				P	P	P	P	P	P	P	P	
Diane Graybehl	Appointed 10/17				A	P	P	P	P	P	A	P	
Kieran Daly	Appointed 10/17				P	P	P	P	P	A	A	P	
Janet Uresti	Appointed 10/17				P	P	P	P	P	P	P	P	

**No meeting held.

* Due to lack of quorum, an informal discussion only took place.

P = Present; E = Excused Absence; A = Absent; T = Tardy

Parks & Leisure Services Commissioner's Record of Attendance

	2016 Jul	2016 Aug	2016 Sep	2016 Oct	2016 Nov	2016 Dec	2017 Jan	2017 Feb	2017 Mar	2017 Apr	2017 May	2017 Jun	
	7	11	1	6	3	8	5	2	2	6	4	1	
Rocco Calantone	**	P	E	P	P	P	P	E	E	P	P	**	FT Exp 10/19
Monte Moore	**	E	P	P	P	P	P	P	P	P	E	**	FT Exp 10/17
Leticia Lupio-Devine	**	P	E	P	P	P	E	P	P	P	P	**	FT Exp 10/17
Rick Vafeades	**	P	P	P	P	E	E	P	P	P	P	**	FT Exp 10/17
Richard Rankin	**	P	P	P	P	P	P	P	P	E	P	**	PUSD Rep.
Carroll Land	**	E	E	P	P	P	P	P	P	P	P	**	FT Exp 10/19
Rachel Lucero	**	P	P	E	P	P	A	P	P	P	P	**	FT Exp 10/19
Shannon Bennett	**	A	Resigned										

**No meeting held.

* Due to lack of quorum, an informal discussion only took place.

P = Present; E = Excused Absence; A = Absent; T = Tardy

LIBRARY & LITERACY COMMISSION - Attendance Record

As of: June 30, 2019

P = Present; A = Absent; E = Excused absence; T = Tardy

 = Summer Hiatus

	2019 Mar 12	2019 Apr 26	2019 May 2	2019 June	2019 July	2019 Aug 13	2019 Sept 10	2019 Oct 8	2019 Nov	2019 Dec	
Catherine May	E	E	P								
Allan Bailey	P	E	E								
Esther Figueroa	P	P	P								
Tamara Bishop-Mitchell	P	P	P								
Edith La Vonne	P	P	P								
Jennifer Biagio	E	P	E								
Patience Christenson	E	E	E								

	2018 May 8	2018 June	2018 July	2018 Aug 14	2018 Sept 11	2018 Oct 9	2018 Nov 13	2018 Dec 11	2019 Jan 17	2019 Feb 12	
Catherine May	P			P	P	P	P	P	P	P	
Allan Bailey	P			P	P	P	P	P	E	P	
Esther Figueroa	P			P	E	E	P	P	P	P	
Tamara Bishop-Mitchell	P			P	P	P	P	P	P	P	
Edith La Vonne	P			P	P	P	E	P	P	P	
Jennifer Biagio	E			E	E	E	E	P	P	E	
Patience Christenson	P			E	E	E	P	E	P	P	

	2017 July	2017 Aug 8	2017 Sept 12	2017 Oct 10	2017 Nov 14	2017 Dec 12	2018 Jan 9	2018 Feb 13	2018 Mar 13	2018 Apr 10	
Catherine May		A	P	P	P	P	P	P	P		
Allan Bailey		P	P	P	P	P	P	P	P		
Esther Figueroa		P	P	P	P	P	P	P	P		
Tamara Bishop-Mitchell		P	P	P	P	P	P	P	P		
Edith La Vonne		P	P	P	E	E	P	P	P		
Jennifer Biagio		P	E	E	E	A	P	E	E		
Patience Christenson		A	P	P	P	E	P	P	P		

	2016 Sept 13	2016 Oct 11	2016 Nov 8	2016 Dec 13	2017 Jan 10	2017 Feb 14	2017 Mar 14	2017 April 11	2017 May 9	2017 June	
Catherine May	P	P	P	P	P	P	P	P	P		Re-appt. 10/16
Allan Bailey	P	P	P	P	P	P	P	P	P		Re-appt. 10/15
Esther Figueroa	P	P	P	P	P	P	P	E	P		Re-appt. 10/15
Tamara Bishop-Mitchell	E	E	P	P	P	E	P	P	P		Re-appt. 10/16
Edith La Vonne	T	P	P	E	E	P	P	P	P		Re-appt. 10/15
Jennifer Biagio	P	P	P	P	P	E	E	E	E		Re-appt. 10/16
Patience Christenson	E	P	P	P	P	P	P	P	E		Re-appt. 10/15

**Arts Commission
Attendance Records**

30-Jun-19

	2018 Dec	2019 17-Jan	2019 13-Feb	2019 27-Mar	2019 24-Apr	2019 22-May	2019 26-Jun	2019 24-Jul	
Donna Serna	*	P	P		A	A	*		
Kyree Perkins	*	A	P		P	P	*		
Emily Luna	*	P	P		P	P	*		
Diego Monterrubio	*	A	P		A	P	*		
West Maas	*	P	P		P	A	*		
Kacie Bellisch					P	P	*		

* No meeting due to lack of quorum.

	2018 23-May	2018 27-Jun	2018 11-Jul	2018 25-Jul	2018 22-Aug	2018 26-Sep	2018 24-Oct	2018 28-Nov	
Donna Serna	*	A	P	A	*	*	A	P	
Mariza Serrano	*	P	P	P	*	*	P		
Dalia Gonzalez	*	A	A	A	*	*			
Nilsa Cubiascanas	*	P	P	A	*	*			
Kyree Perkins	*	P	A	P	*	*	P	A	
Emily Luna	*	P	A	P	*	*	P	P	
Diego Monterrubio								A	
West Maas								P	

* No meeting due to lack of quorum.

	2017 27-Sep	2017 25-Oct	2017 15-Nov	2017 13-Dec	2018 17-Jan	2018 28-Feb	2018 28-Mar*	2018 25-Apr	
Donna Serna	P	P	*	P	P	*	A		
Mariza Serrano	P	P	*	P	P	*	P		
Dalia Gonzalez	P	P	*	A	P	*	P		
Nilsa Cubiascanas	P	P	*	P	P	*	P		Apptd 9/2017 thru 7/2019
Kyree Perkins	P	P	*	A	P	*	A		Apptd 9/2017 thru 7/2019
Emily Luna		P	*	A	P	*	A		Apptd 10/2017 thru 7/2019

* No meeting due to lack of quorum.

At the Dec. 13 meeting, discussion only took place as there was not a quorum.

	2017 26-Apr	2017 24-May	2017 28-Jun	2017	2017	2017	2017	2017	
Deana Worthington	*	*	*	Term expired.					
Joan Givan	*	*	*	Term expired.					
Judith Halloway	*	*	*	Term expired.					
Mel Gosage	*	*	*	Term expired.					
Donna Serna	*	*	*	*	*	*	*	*	Reappted 7/18/17
Hector Marquez	*	*	*	Term expired.					
Mariza Serrano	Appted 7/18/17			*	*	*	*	*	Appted to 3-yr term.
Dalia Gonzalez	Appted 7/18/17			*	*	*	*	*	Appted to 1-yr youth term.

* No meeting due to lack of quorum.

**Animal Control Commission
Attendance Records**

30-Jun-19

	2019 10-Jun	2019	2019	2019	2019	2019	2019	Notes:
Florenza Pizanis	*							
Valerie Simonich	*							
Jerry Hall	*							
Kathy Guinn	*							

*Meeting cancelled due to lack of quorum.

**Meeting cancelled due to holiday and/or scheduling.

	2018 12-Nov	2018 10-Dec	2019 14-Jan	2019 25-Feb	2019 11-Mar	2019 8-Apr	2019 13-May	Notes:
Daniel Penaloza	**							
Florenza Pizanis	**	**	P	P	*	*	P	
Valerie Simonich	**	**	P	P	*	*	P	
Jerry Hall	**	**	P	P	*	*	P	
Kathy Guinn					*	*	P	

*Meeting cancelled due to lack of quorum.

**Meeting cancelled due to holiday and/or scheduling.

	2018 9-Apr	2018 14-May	2018 11-Jun	2018 9-Jul	2018 20-Aug	2018 10-Sep	2018 8-Oct	Notes:
Daniel Penaloza	*	*	*	*	P	*	P	
Florenza Pizanis	*	*	*	*	P	*	P	
Valerie Simonich	*	*	*	*	P	*	P	
Jerry Hall	*	*	*	*	P	*	P	

*Meeting cancelled due to lack of quorum.

	2017 11-Sep	2017 9-Oct	2017 13-Nov	2017 11-Dec	2018 8-Jan	2018 12-Feb	2018 12-Mar	Notes:
Daniel Penaloza	P	P	*	*	P	*	*	
Florenza Pizanis	P	P	*	*	P	*	*	
Maritza Altamirano	P							
Gabriel Castaneda	P	P	*	*	P			

*Meeting cancelled due to lack of quorum.

	2017 13-Feb	2017 13-Mar	2017 10-Apr	2017 8-May	2017 12-Jun	2017 10-Jul	2017 14-Aug	Notes:
Margaret Land	P	P	P	P				Resigned.
Daniel Penaloza	A	P	A	P	*	P	A	
Florenza Pizanis	P	P	P	P	*	P	P	
Maritza Altamirano	P	P	P	P	*	P	P	
Richard Stadtherr	P							Appointment rescinded 2/21
Gabriel Castaneda						P	P	Apptd July 2017.

*Meeting cancelled due to lack of quorum.

**Transactions and Use Tax Oversight Committee
Attendance Records**

As of: June 30, 2019

	2018 13-Nov	2019 9-Jan	2019 12-Feb	2019 28-May	2019	2019	2019
John Simonich	A	P	A	P			
Margaret Stinson	P	P	P	A			
Russell "Buck" Fletcher	P	P	P	P			
John Angell	A	A	A	P			
Mike Boudreaux Sr.	A	P	P	P			
Virginia Gurrola	P	P	P	A			
John Billiou	P	P	A	P			
Jerry Hall	P	P	P	P			
Janice Kovars	P	P	P	P			
Shawn Byars	P	P	P	P			

	2017 28-Feb	2017 23-May	2017 29-Aug	2017 14-Nov	2018 Feb 13*	2018 10-May	2018 28-Aug	
John Simonich	P	A	A	P	P	A	P	
Margaret Stinson	P	P	P	P	A	P	P	
Kathleen "Kat" Harris	P	P	P	P	A	P	P	
Russell "Buck" Fletcher	P	A	P	A	A	P	P	
Titus Moore								<i>Resigned</i>
Richard Stadtherr								<i>Appointment rescinded 2/21</i>
John Angell	P	P	A	P	A	P	P	<i>Appointed 2/7</i>
Mike Boudreaux Sr.	P	P	P	P	P	P	A	<i>Appointed 2/7</i>
Jerry Claborn	P	P	P	P	P	P		<i>Term ended</i>
Virginia Gurrola	P	P	P	P	P	P	P	<i>Appointed 2/21</i>
John Billiou			A	A	A	A	P	<i>Appointed 7/17</i>
Jerry Hall							P	<i>Appointed 7/18</i>
Janice Kovars							P	<i>Appointed 7/18</i>

* No meeting was held due to lack of quorum.

	2015 8-Oct	2015 18-Nov	2016 11-Feb	2016 12-May	2016 30-Jun	2016 25-Aug	2016 22-Nov	
Khris Saleh	A	A	A	**	<i>Term ended</i>			
John Simonich	P	A	P	**	P	P		
Raheel Mann	A	A	A	**	<i>Resigned</i>			
Gail Lemmen	P	P	P	**	<i>Term ended</i>			
Margaret Stinson	P	P	P	**	P	P		
Janet Meister	P	P	A	**	<i>Term ended</i>			
Kathleen "Kat" Harris	P	P	P	**	P	P		
Russell "Buck" Fletcher	P	P	P	**	P	P		
Salvador Estrada, Jr.	P	A	P	**	<i>Term ended</i>			
Titus Moore					P	P		
Richard Stadtherr					P	A		

**CDBG Citizens' Advisory and Housing Opportunity Committee
Attendance Records**

As of: June 30, 2019

Committee Member	Reg. Mtg 2/26/2019	Reg. Mtg	Reg. Mtg	Reg. Mtg	Reg. Mtg
Pat Contreras	P				
Linda Mendez	A				
Grace Munoz-Rios	P				
Doug Heusdens	A				
Rebecca Vigil	P				
Kelle Jo Lowe	P				
Maria Gonzalez	P				

Committee Member	Reg. Mtg 4/27/2015	Reg. Mtg 3/28/2016	Reg. Mtg 3/1/2017	Reg. Mtg 2/28/2018	Reg. Mtg
Pat Contreras	P	A	P	P	
Linda Mendez	P	A	P	P	
Grace Munoz-Rios	P	P	P	P	
Doug Heusdens	P	P	P	P	
Rebecca Vigil	P	P	A	P	
Kelle Jo Lowe	P	P	P	P	
Maria Gonzalez	P	A	P	P	

Committee Member	Year Originally Appointed	Reg. Mtg 3/14/2011	Reg. Mtg 3/12/2012	Reg. Mtg 3/11/2013	Reg. Mtg 3/10/2014
Pat Contreras	1988	P	P	P	P
Linda Olmedo	1997	P	P	P	P
Grace Munoz-Rios	1992	P	P	P	A
Doug Heusdens	2012	N/A	P	P	P
John Dennis	1998	P	P	A	P
Rebecca Vigil	2008	P	P	A	P
Kelle Jo Lowe	2009	P	P	P	P

This Committee typically meets on an annual basis in March.



CITY COUNCIL AGENDA – AUGUST 6, 2019

SUBJECT: Golf Course - 4th Quarter Report (April, May, June)

SOURCE: Parks and Leisure Services

COMMENT: At the request of the City Council, staff is providing a report on participation numbers at the Porterville Golf Course for informational purposes. The report reflects the Fourth Quarter FY 2018/19.

RECOMMENDATION: Information Only

ATTACHMENTS: 1. Golf Course Report - FY 2018-19 4th Quarter

Appropriated/Funded:

Review By:

Department Director:

Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager

PORTERVILLE GOLF COURSE STATISTICS

	Apr-18	Apr-19	May-18	May-19	Jun-18	Jun-19
Golfers	1616	1961	2105	1765	1832	1810
Repeat 9/Twilight	673	1197	962	930	856	973
Tickets Used	647	624	833	624	671	575
Passes Sold	34	40	46	34	46	34
Carts	860	1183	1052	990	1022	1193
Total	\$13,873.00	\$16,351.00	\$17,697.00	\$15,158.00	\$16,602.00	\$16,513.00

FOOTGOLF

	Apr-18	Apr-19	May-18	May-19	Jun-18	Jun-19
18-hole adult	2	5	5	0	4	0
18-hole youth	0	4	2	0	3	0
Cart rental	0	0	0	0	0	0
Ball rental	0	5	0	0	0	0
Party	0	0	0	0	0	0
Total	\$20.00	\$95.00	\$60.00	\$0.00	\$55.00	\$0.00

GRAND TOTAL	\$13,893.00	\$16,446.00	\$17,757.00	\$15,158.00	\$16,657.00	\$16,513.00
--------------------	--------------------	--------------------	--------------------	--------------------	--------------------	--------------------

- * **Repeat 9:** Additional 9 rounds after first 9
- * **Twilight:** Afternoon discount rate
- * **Tickets:** Surcharge with monthly play pass \$1.00 9-hole, \$2.00 18-hole
- * **Passes:** Monthly Passes sold



CITY COUNCIL AGENDA – AUGUST 6, 2019

SUBJECT: OHV Park - 4th Quarter Report (April, May, June)

SOURCE: Parks and Leisure Services

COMMENT: At the request of the City Council, staff is providing a report on participation numbers at the Porterville OHV Park for informational purposes. The report reflects the Fourth Quarter FY 2018/19.

RECOMMENDATION: Information only

ATTACHMENTS: 1. OHV Park 4th Quarter

Appropriated/Funded:

Review By:

Department Director:

Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager

PORTERVILLE OHV RIDERSHIP

	Apr-18	Apr-19	May-18	May-19	Jun-18	Jun-19
Riders	171	Race	212		130	
Revenue	#####	#####	#####	Closed	#####	Closed
Days Open	16	3	19		12	

*2X Promotions held a Loretta Lynn Area Qualifier Racing Series in April.

*Due to unforeseen circumstances, contracted Park Operator Friends of Kern Open Space terminated its Agreement with the City on April 16, 2019. The Park remained closed the remainder of the quarter.

|



CITY COUNCIL AGENDA – AUGUST 6, 2019

SUBJECT: Code Enforcement - 4th Quarter Report (April, May, June)

SOURCE: Fire

COMMENT: This informational report utilizes data from the “myPorterville” application for tracking code enforcement activity between April 1 and June 30, 2019. During this 4th quarter of fiscal year 2018/2019, each department of the City contributed toward recording 685 code enforcement issues. Of these, 489 were corrected and 196 were continued into the 1st quarter of 2019/2020 for additional corrective action. The Code Enforcement Division issued 123 Administrative Citations.

RECOMMENDATION: Informational Only

ATTACHMENTS: 1. Code Enforcement FY 2018-2019 4th Quarter

Appropriated/Funded:

Review By:

Department Director:

Dave LaPere, Fire Chief

Final Approver: John Lollis, City Manager

Code Enforcement Report, Quarter 4, FY 18-19

Q4 Code Enforcement Activity	# Requests	# Completed	% Closed
Abandoned Vehicle (Street)	26	26	100.00%
Animal Control Services	2	2	100.00%
Animals- agricultural animals	3	3	100.00%
Animals- barking dogs	12	12	100.00%
Animals- keeping too many or unauthorized species	4	4	100.00%
Anonymous Crime Tip	10	10	100.00%
Building Department/ Permits	32	10	31.25%
Business License Inquiries	7	6	85.71%
Can Replacement / Repair	8	7	87.50%
CEO, Building permit check	4	2	50.00%
CEO, Business License	3	3	100.00%
CEO, Shopping Carts	53	53	100.00%
CEO, Sign Removal	15	15	100.00%
Code Enforcement, General	15	10	66.67%
Community Development, General or MULTIPLE violations	18	4	22.22%
Engineering	13	4	30.77%
Fences and freestanding walls	3	0	0.00%
Fire Hazard	5	3	60.00%
Garbage Collection/ Illegal Dumping	9	3	33.33%
Health Hazard	13	2	15.38%
Itinerant Vendor, Solicitor, Peddler	6	6	100.00%
Landscaping/trees- private property	10	3	30.00%
Meter Request	52	15	28.85%
Neglected property/trash & debris	17	6	35.29%
Outdoor Storage	1	0	0.00%
Parks	1	1	100.00%
Police/ Traffic Enforcement	39	39	100.00%
Potholes	14	13	92.86%
Report Leak	9	8	88.89%
Sidewalk Condition	5	1	20.00%
Stop Light Issue	4	4	100.00%
Vehicles- inoperable vehicles	45	33	73.33%
Vehicles- Parked on lawn	7	4	57.14%
Vehicles- RVs/boats/etc	27	19	70.37%
Water Waste	23	21	91.30%
Water Waste Admin Cite	7	7	100.00%
Water Waste NOV	50	50	100.00%
Weed Abatement	113	80	70.80%
Q4 Total	685	489	71.39%

Administrative Citations	Q1	Q2	Q3	Q4	Total
\$100	28	51	17	81	\$17,700
\$200	10	13	5	1	\$5,800
\$500	16	16	3	27	\$31,000
\$1,000	10	0	0	14	\$24,000
\$1,500	26	0	0	0	\$39,000
FY 18-19 Total Assesment					\$117,500

Shopping Carts	Q1	Q2	Q3	Q4	Total
Collected	180	302	174	234	890
Disposed (Lbs.)	1900	0	0	5,780	7680

Private Property Vehicle Abatements	Q1	Q2	Q3	Q4	Total
Voluntary Abatement	43	48	34	53	178
Certified Voluntary Abatement	2	1	0	0	3
Towed	3	3	1	5	12
Total Vehicles Abated	48	52	35	58	193

Weed Abatement	Q1	Q2	Q3	Q4	Total
Properties Noticed	14	6	1708	113	1841
Completed by Owner	824	6	6	1,068	1904
Assigned to Contractor (private)	3	1	0	15	19
Assigned to Contractor (city owned)	0	0	0	72	72
Completed by Contractor	3	1	0	76	80
Admin Citations	12	1	4	112	129



CITY COUNCIL AGENDA – AUGUST 6, 2019

SUBJECT: Review of Point in Time Report and Update on Grant Funds to Address Homelessness

SOURCE: Community Development

COMMENT: On July 3, 2019, the Kings Tulare Homeless Alliance (Alliance), the Continuum of Care (CoC) for Kings and Tulare Counties, released the 2019 Kings & Tulare Counties 2019 Point in Time Count (PIT) based on the night of January 23, 2019. The report provides a snapshot of individuals who met the Department of Housing and Urban Development's (HUD) definition of homelessness.

The PIT reported that Kings and Tulare Counties have a total population of 1,069 people experiencing homelessness. Tulare County has a total of 819 people experiencing homelessness, including 780 (or 73%) of those counted in the report being categorized as unsheltered. The homeless count for Tulare County has increased by 11% since 2009, 22% since 2015, and 3.5% since 2018.

The PIT stated that Porterville has 175 people experiencing homelessness, 144 of which are documented as unsheltered, and the remaining 31 being precariously housed in a temporary situation. This is a decline of twenty (20) people (or 10%) compared to 2018. There are a few factors that may have contributed to the decline in the count. Traditionally, canvassing for the PIT has been completed with paper surveys, however, this year the Alliance transitioned to electronic surveys that used GPS to identify where the person being counted was contacted. Through this method, twelve (12) persons were identified in East Porterville, which would have historically been counted as "Porterville." Also, generally when Visalia's count is down, Porterville's count will be higher and vice versa, as the homeless population travels throughout the county; Visalia's count increased by nineteen (19) people from 2018 to 2019. The count of 175 people experiencing homelessness accounts for 0.32% of the population of Porterville, California's homeless population equates to 0.35% of the population, and nationally 0.18% of the population is experiencing homelessness.

Mayor Flores and City staff have been regularly participating in the Tulare County Task Force on Homelessness. On March 5, 2019, City Council approved financial support, not to exceed \$5,000, towards the development of a regional strategic plan to address homelessness. Mayor Flores and City staff have met with the consultant, Home Base, to provide input on the current state of homelessness as well as what has been completed, and planned to address homelessness in Porterville. The increase in the homeless population has led the State of California to fund new programs through the CoCs and counties. The Alliance, in partnership with the County of Tulare, released a Notice of Funding

Availability (NOFA), the Integrated Pool for Homeless Initiatives Locally (PHIL) on February 13, 2019, which included emergency Services Grant (ESG), California Emergency Solutions and Housing (CESH), Homeless Emergency Aid Program (HEAP), and Homeless Mentally Ill Outreach and Treatment Program (HMIOT). On April 16, 2019, Council adopted Resolution 17-2019 in support of Turning Point of Central California applying for grant funds from the 2019 PHIL as well as appropriating up to \$50,000 from the Catastrophic/Emergency fund for the establishment and operation of a navigation center. The grant application submitted by Turning Point for the Porterville project was fully funded at \$786,205. Staff is working with Turning Point on completing the tasks necessary to open the navigation center in early 2020. The Alliance released an additional PHIL NOFA on July 22, 2019, with funding available from the CESH grant as well as HUD Continuum of Care Program. This is the second NOFA for the CESH program and is funded from a portion of the third and fourth quarters of revenue deposited in the Building Homes and Jobs Act, which is governed by policies set by the State of California Housing and Community Development (HCD) through SB 850. CESH funding in the amount of \$325,624.90 is available to recipients in Tulare County.

Governor Newsom recently signed Assembly Bill 101, which makes many changes to Planning and Zoning Law, as well as the establishment of the Homeless Housing, Assistance, and Prevention Program (HHAP) to be administered by the Business, Consumer Services, and Housing Agency for the purpose of providing jurisdictions with one-time grant funds to support regional coordination and expand or develop local capacity to address homelessness challenges with a program allocation of \$650 million. CoCs will have \$190 million made available through the grant based on each CoCs proportional share of the state's total homeless population, based on the 2019 PIT. Jurisdictions that have a population of 300,000 or more as of January 1, 2019, will have \$275 million of funding available. The funding will be allocated based on the city's proportional share of the total homeless population of the region served by the CoC based on the PIT count. Counties will have \$175 million of funding available based on the same criteria. The funding may be used for a variety of uses with the exception of supplanting existing local funds. The funding can provide:

- Rental assistance and rapid rehousing;
- Operating subsidies in new and existing affordable or supportive housing units, emergency shelter, and navigational centers;
- Incentives to landlords, including but not limited to, security deposits and holding fees;
- Outreach and coordination, including job programs;
- Assisting vulnerable populations in accessing permanent housing and to promote housing stability in supportive housing;
- Systems support for activities necessary to create regional partnerships and maintain a homeless services and housing delivery system, particularly for vulnerable populations including families and homeless youth; and
- Delivery of permanent housing and innovative housing solutions such as hotel and motel conversions. As well as prevention and shelter diversion to permanent housing.

In addition to establishment and funding of HHAP, AB 101 enacts the following provisions that affect Planning and Zoning Law in an effort to increase housing development. HCD requires cities to adopt a HCD-approved housing element. AB 101 requires HCD to publish an annual list of cities that have failed to adopt a HCD-approved housing element. Cities that don't comply will be litigated by the Attorney General and receive financial penalties listed below if the city fails to bring the housing element into compliance with state law, unless the court finds that there are mitigating circumstances for the delay. The fines are to be deposited into the Building Homes and Jobs Trust Funds. If the fines are not paid, the State Controller will have the authority to intercept state and local funds. The City of Porterville's Housing Element is currently in good standing.

The legislation also will provide financial incentives to cities that have a housing element that is approved by HCD and is designated by HCD to have "pro-housing local policies." Pro-housing local policies are intended to facilitate the planning, approval and construction of housing. City of Porterville will need to evaluate and make changes to the existing Porterville Development Ordinance, as well as develop other incentives. Due to the current state of local infrastructure, staff does not recommend reducing development impact fees. Examples of policies include:

- Establishment of local housing trust fund
- Reductions in parking requirements
- By right approval
- Reduction of permit processing time
- Reduction of development impact fees
- Establishment of Workforce Housing and Opportunity Zone or housing sustainability district

Local Government Planning and Support Grants are established to provide regions and jurisdictions with one-time funding, including grants for planning activities to assist jurisdictions in meeting the sixth cycle of the regional housing need assessment (RHNA). The grants will make \$250 million available to regions and jurisdictions for technical assistance, preparation and adoption of planning documents, and process improvements to accelerate housing production and compliance to implement the RHNA. Council adopted the City of Porterville's 5th Cycle Housing Element with the RHNA on December 15, 2015, which identified that 3,196 housing units need to be added by the year 2023.

This is only a summary of some of the items that AB 101 would enact that are intended to increase housing production in California. The common thread throughout the bill is that the funding is one-time monies and each jurisdiction must have an HCD-approved housing element to be eligible for the funding. Conversely, if a jurisdiction doesn't adopt an HCD-approved housing element, it will be subject to litigation and possible fines for which the State Controller may pay by intercepting state and local funds going to the jurisdiction. City of Porterville staff will be providing suggested modifications in the upcoming months, for not only compliance with AB 101, but also to assist in the eligibility of these funds.

RECOMMENDATION: Informational Only

ATTACHMENTS:

1. 2019 Point In Time Report
2. Resolution 17-2019
3. PHIL Award 2019
4. AB 101 Summary - Provided by League of CA Cities

Appropriated/Funded:

Review By:

Department Director:

Jenni Byers, Community Development Director

Final Approver: John Lollis, City Manager

KINGS & TULARE COUNTIES 2019 POINT IN TIME COUNT

June 2019



Photo: Joshua Yeager, Visalia Times Delta

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ACKNOWLEDGEMENTS

Considerable efforts and talents of many individuals helped to ensure the success of the Point in Time count in Kings and Tulare Counties. The Kings/Tulare Homeless Alliance would like to thank the U.S. Department of Housing and Urban Development and the cities of Hanford, Porterville, Tulare and Visalia who contributed funding for this project as well as all of the volunteers who administered the surveys, the service providers who supported this effort, and the survey respondents who shared their personal stories with us.



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TABLE OF CONTENTS

<i>Summary</i>	1
<i>Key Findings</i>	2
<i>Introduction</i>	5
<i>Data Collection Methodology</i>	7
<i>Survey Findings</i>	11
<i>Geographic Analysis</i>	17
<i>Population Comparison</i>	18
<i>Adults & Children</i>	14
<i>Household Composition</i>	15
<i>Race & Ethnicity</i>	16
<i>Current Housing</i>	17
<i>Unsheltered Homelessness</i>	18
<i>Sheltered Homelessness</i>	19
<i>Chronic Homelessness</i>	20
<i>Veterans</i>	21
<i>Disabling Conditions</i>	22
<i>Sources of Income</i> [^]	23
<i>Reasons for Homelessness</i> [^]	23
<i>Trend over Time</i>	24
<i>Bed Capacity and Unmet Needs</i>	25
<i>Looking Ahead</i>	26
<i>Appendix A – Definitions</i>	27
<i>Appendix B – Point in Time Survey Questionnaire</i>	29
<i>Appendix C – Housing Inventory Chart</i>	34
<i>Appendix D – Housing Inventory Map</i>	36
<i>Appendix E – Survey Results, by Location/Subpopulation</i>	38
<i>Appendix F – HUD Homeless Data Exchange Point in Time Report</i>	59

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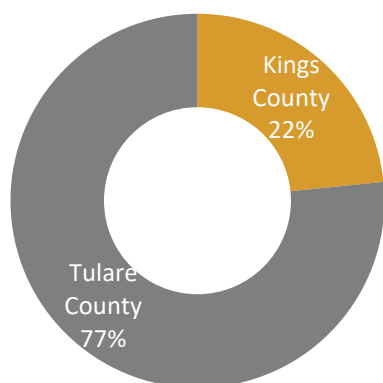
Summary

Each year, the Kings/Tulare Homeless Alliance (Alliance) conducts a Point in Time (PIT) count of the number of people experiencing homelessness within Kings and Tulare Counties. Information gathered through the PIT survey is used by the Alliance to better understand the issues associated with homelessness, including causes of homelessness, service needs of the homeless, the region's unmet housing needs, and trends over time of homelessness in the region.

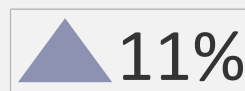
The 2019 PIT was held on the night of January 23, 2019. This one-day PIT survey provides a snapshot of the adults, children and unaccompanied youth living in Kings and Tulare Counties, who meet HUD's definition of homeless. It is important to note that the results of the count are influenced by a variety of factors such as weather, number of volunteers canvassing and the ability to locate and engage with people experiencing homelessness on the night of the count.

Key Findings

1,069
People
Experiencing
Homelessness



From 2018 to 2019



From 2009 to 2019

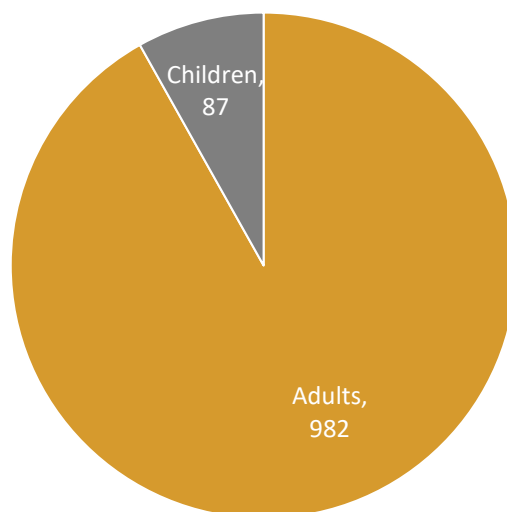
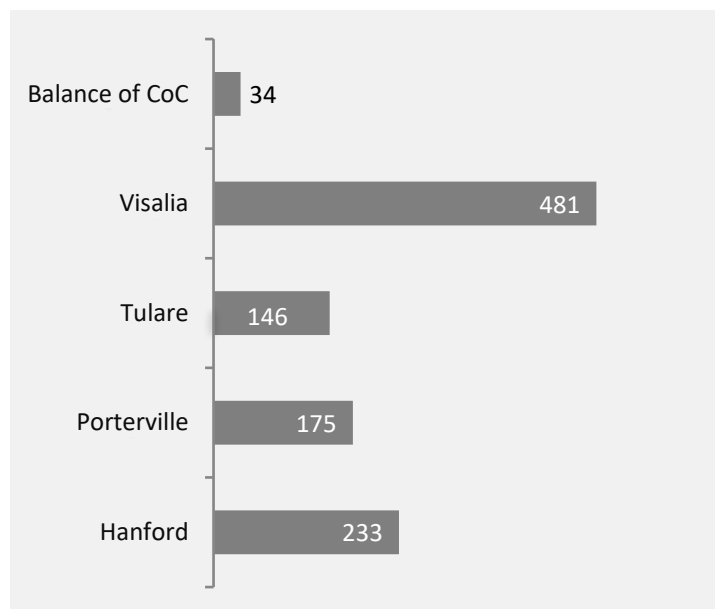


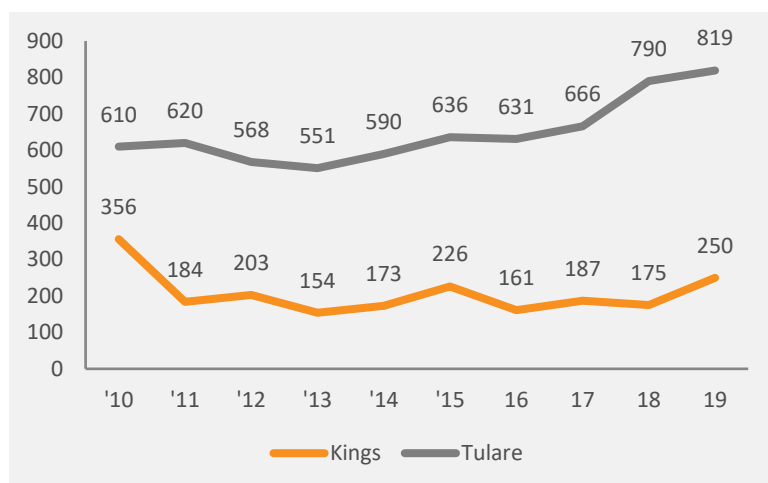
TABLE 1. COUNT OF HOMELESS PERSONS BY COUNTY

County	Count	Percentage
Kings	250	23%
Tulare	819	77%
Total	1,069	100%

FIGURE 1. HOMELESS TREND 2010-2019



FIGURE 2. HOMELESS TREND BY COUNTY 2010-2019



Trends

Homelessness increased by 11% over the prior year (1,069 in 2019 vs. 965 in 2018).

Since its low point in 2013, homelessness has increased 52% (1069 in 2019 vs. 705 in 2013) in the bi-county region.

Homelessness in **Kings County now represents 23% of the total bi-county homeless population**. In 2018, only 18% of those experiencing homelessness resided in Kings County.

The number of people experiencing **homelessness in Kings County increased by 43% since 2018** (250 in 2019 vs. 175 in 2018).

Tulare County has experienced a sharp increase in homelessness since 2017 (23%).

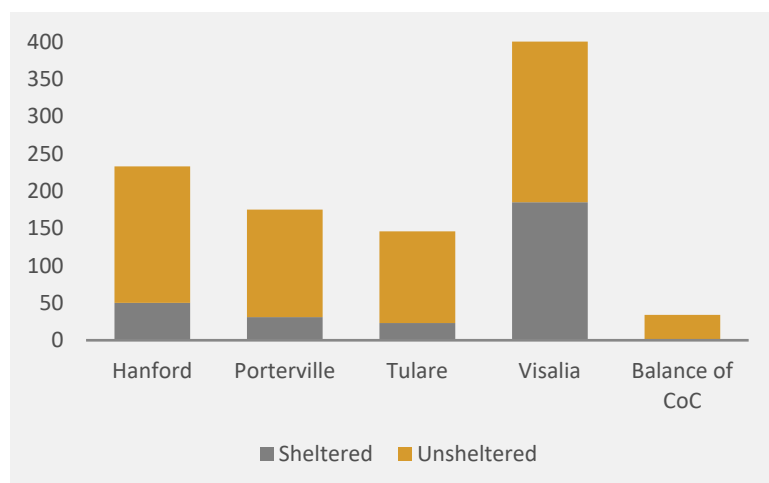
TABLE 2. COUNTS OF SHELTERED AND UNSHELTERED PERSONS

	Sheltered		Unsheltered	
	Count	Percentage	Count	Percentage
Adults	220	21%	762	71%
Children	69	6%	18	2%
Unknown	0	0%	0	0%
Total	289	27%	780	73%

TABLE 3. HOMELESS BY CITY 2018-2019

City	2018	2019	Actual Change	Percent Change
Hanford	168	233	65	39%
Porterville	195	175	-20	-10%
Tulare	115	146	31	27%
Visalia	462	481	19	4%
Balance of CoC	25	34	9	36%
Total	965	1069	104	11%

FIGURE 3. HOUSING STATUS BY CITY



Where People Slept

Unsheltered

People with a primary nighttime residence that is a place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground.

Sheltered

People sleeping in a shelter designated to provide temporary housing to homeless persons. This includes emergency shelters and transitional housing programs.

Eight out of every ten people experiencing homelessness in Kings County were unsheltered. In Tulare County, seven out of every ten people are unsheltered.

Introduction

The PIT is a count of sheltered and unsheltered homeless persons on a single night in January. The U.S. Department of Housing and Urban Development (HUD) requires that a PIT count is conducted by every community receiving McKinney-Vento funding for homeless services. Annual counts include only those who meet HUD's definition of homelessness which include only those who are sleeping in emergency shelters, transitional housing, safe havens or unsheltered situations on the night of the PIT count.

PIT Counts provide valuable information regarding the current state of homelessness in our community and nationally. The PIT also provides information on the extent to which homeless persons live with disabling conditions or belong to other subpopulations.

The findings in this report are estimates of how many people are homeless on a given night throughout Kings and Tulare Counties. The PIT Count in Kings and Tulare Counties identified 1,069 people experiencing homelessness on the night of January 23, 2019.

Data for the 2019 report were collected in the following three categories, as required by HUD:

1. Persons in households with at least one adult and one child.

This category includes households with one adult and at least one child under age 18.

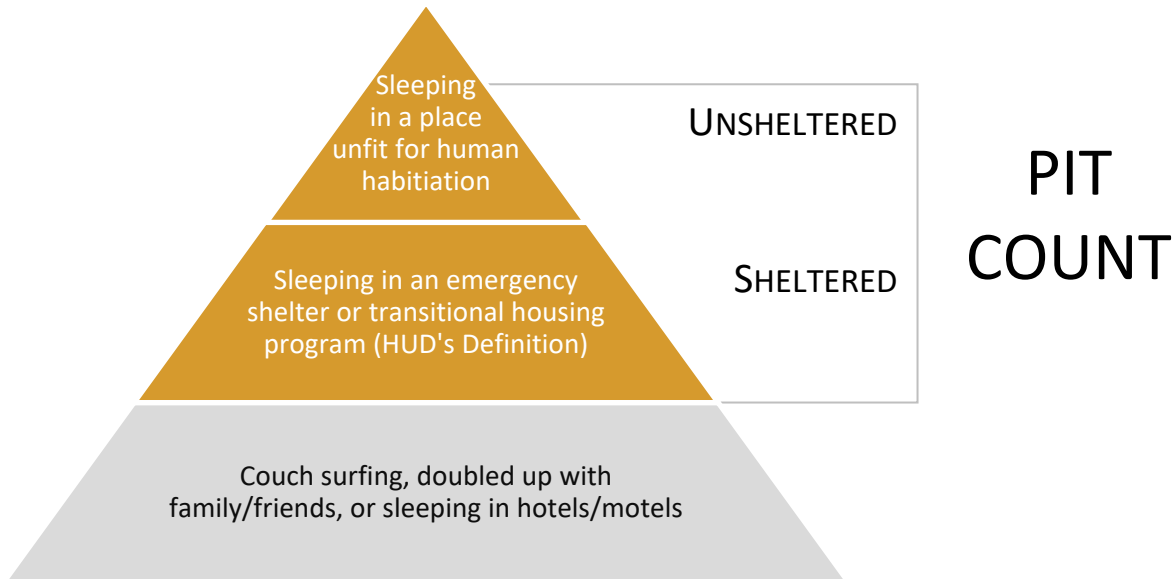
2. Persons in households without children.

This category includes single adults, adult couples with no children, and groups of adults (including adult parents with their adult children).

3. Persons in households with only children.

This category includes persons under age 18, including children in one-child households, adolescent parents (under age 18) and their children, adolescent siblings, or other household configurations composed only of children.

Similar to past enumerations, the 2019 PIT count does not include persons who were couch surfing, precariously housed, or "doubled up". Per the HUD definition of homelessness, persons who reported spending the night in a house or apartment, a permanent housing program, medical institution, or jail, were defined as housed.



The data provided by the PIT survey is not an absolute measure of the extent of homelessness in Kings and Tulare Counties. Rather, it provides a representative sample and trends of homeless persons in the region. This enables the Alliance and other planning bodies to tailor the activities and calculate the unmet needs of people experiencing homelessness or at risk of becoming homeless.

The information provided by the PIT not only increases our understanding of the homelessness situation, but is also a tool to monitor progress and create achievable goals in our work to end homelessness, including:

- Assist local planning efforts by identifying unmet needs;
- Approximate the size of our homeless population and its characteristics;
- Increase awareness about homelessness issues,
- Provide an avenue to identify shifting needs and prioritize resources accordingly;
- Create targeted intervention for homeless sub-populations;
- Outline main community goals for the upcoming year;
- Define benchmarks for tracking and measuring progress on the reduction of homelessness; and
- Identify strategies that provide positive outcomes to decrease the incidence of homelessness.

The annual PIT survey count requires a significant amount of coordination from volunteers, agencies and the community at large. As such, the Alliance would like to extend gratitude to the survey team leaders, volunteers, sponsors, agencies, and survey participants that helped make the count a success.

Data Collection Methodology

This study aims to gain an understanding of the number and trends of adults, children and unaccompanied youth living in Kings and Tulare Counties who meet HUD's definition of homeless. The PIT Count uses the HUD definition of homelessness in Federal regulation 24 CFR §578.3. Data are collected at both the individual and household level by utilizing two methods: the questionnaire and the HMIS (Homeless Management Information System) Database.

The Kings/Tulare PIT Count uses a census methodology, in which all homeless persons are counted throughout the bi-county region. This counting approach provides a direct and complete count of all people and their characteristics.

Questionnaire

Basic demographic and socio-economic information of individuals and households who are living in uninhabitable locations and of persons residing in shelters that do not actively enter information into HMIS was collected through administering a questionnaire (Appendix B). The survey instrument captured demographic information such as age, income, relationship to head of household and place of habitation, along with duration of homelessness, and reason for current episode of homelessness.

HMIS Database

The sheltered portion of the count is extracted from data in the region's Homeless Management Information System (HMIS). HMIS includes data on all persons who occupied an emergency voucher, shelter or transitional housing bed on the night of the count. This information is available from emergency shelters and transitional housing programs that actively enter client level data into HMIS. This includes all the same demographic and socio-economic data fields captured by the questionnaire.

As of January 23, 2019 there were 40 programs in Kings and Tulare counties that actively enter data into HMIS. This represents 98% of the programs providing housing to the homeless population within the bi-county region.

Surveying

The PIT Count collected information on where homeless people slept on the night of January 23, 2019. It was held in conjunction with Project Homeless Connect (PHC) events held in Hanford, Porterville, Tulare and Visalia on January 24-25, 2019. As in prior years, combining the PHC and PIT events have led to a tremendous success in improved data quality and coverage.

In order to successfully complete the count, volunteers engaged in intake and assessment through PHC, street canvassing, and meal site counts, while the HMIS method was implemented through residential emergency and transitional housing programs that actively enter data into the database.

Service Count: For the 2019 PIT, the Alliance contracted with Simtech Solutions for the Counting US mobile app. Counting Us replaced paper surveys for the majority of street outreach. Counting Us was also used in lieu of HMIS at the PHC events. We did experience technical difficulties in using the web-based app in areas that had unreliable internet connections. In these instances, a paper survey was used to conduct the interview. All intake volunteers were required to attend a specialized training session prior to participating in the count.

Street Canvassing: The questionnaire took approximately 15 minutes to complete and was conducted in either English or Spanish. Teams of volunteers were sent out into the community to pre-assigned locations. In preparation to administer the questionnaire, a list of locations throughout the community where homeless persons congregate was created. The PIT committee mapped census areas based on cities and unincorporated areas of Kings and Tulare counties, highlighting “hot spots” (i.e. parks, soup kitchen, recycling centers, the river) within each region where the homeless are known to congregate.

Team leaders with experience in homeless census tracking were assigned to individual mapped regions. They were responsible for recruiting volunteers for their respective PIT team and were strongly encouraged to include homeless, formerly homeless and bilingual volunteers. All team leaders and volunteers were required to attend a mandatory training in preparation for the survey. When possible, canvass teams were partnered with service providers in order to disseminate information about existing programs and services at the same time.

Meal Site Count: Volunteers administered questionnaires at sites where free meals are served to the public. The meal site count is focused on identifying and interviewing people who are homeless, but did not utilize a shelter on the night of January 23, 2019.

Residential Surveys: Residential surveys utilized both research methods. For the emergency and transitional shelter programs that actively enter client information into HMIS, the database administrator extracted the necessary data fields from the system to provide reliable, comparable data for the PIT. Shelter programs who do not participate in HMIS were visited in order to capture PIT information on their clients residing in their program the night of the PIT count.

Limitations of the Study

While the PIT count provides valuable information about homelessness in our community, it has some limitations that are important to keep in mind:

Variations in site participation: The PIT count relies heavily on the participation of social service organizations, many of whom are stretched thin and have limited staff capacity. While every effort is made to ensure that all relevant organizations participate, there is inevitably some variation in the level and rate of participation of sites/ service providers from year to year.

Refusals to participate: Some respondents refuse to participate in the count because they want to preserve their privacy, do not trust service providers, or do not consider themselves homeless.

Difficulty finding people: It is widely acknowledged in all the research on homelessness that surveys undercount homeless populations. It is easy to “miss” homeless individuals and families -- they might not receive services at the agencies where homeless persons were counted on the night of the PIT Count, or if they do frequent a particular agency, they might not be there during the count. Youth on their own, recently homeless individuals and families who are doubled up with friends and relatives are often underrepresented among those who access homeless services.¹

Unsheltered homeless people are particularly difficult to count. By definition, they are living on the street, in automobiles and other kinds of uninhabitable, temporary housing situations that limit the opportunity to complete the survey.² People enter and leave homelessness frequently and may become homeless shortly after the PIT Count. Furthermore, some individuals and families experiencing homelessness avoid accessing available services and try to hide from view. Even those who are not hiding are often difficult to locate. During the day, homeless camps are typically vacant and there is only a narrow window of time when campers can be located and questionnaires completed for the count.

Unaccompanied youth and children: As in years past, the Alliance experienced difficulty identifying homeless youth because they are not accessing services or frequenting typical homeless “hot spots”; do not appear homeless to enumerators; are more mobile throughout the day; and are more intermittently homeless.

Summary of Limitations

- Variations in agency participation
- Count is a one-night estimate
- Client trust issues/refusal to participate
- Self-reported data may have reliability issues
- Unable to find people experiencing homelessness

¹ For example, “Number of Homeless Ohioans,” Coalition on Homelessness and Housing in Ohio, 8/27/02; “Report on Homelessness in North Dakota, March 2005” (p. 15); S.J. Farrell and E.D. Reissing, “Picking Up the Challenge: Developing a Methodology to Enumerate and Assess the Needs of the Street Homeless Population, Evaluation Review, Vol. 28, No. 2, April 2004, pp. 144-155.

² Ibid.

As explained by the United States Inter-Agency Council on Homelessness, “Due to barriers that exist for young people in accessing adult-only shelters and their lack of connection to most social services, many if not most youth experiencing homelessness go uncounted” (U.S. Interagency Council on Homelessness, 2012a).

Self-reported data: Self-reported data should not be viewed as an exact number. Individuals choose whether or not to answer these highly personal questions or to do so truthfully. Therefore, the numbers provided in this report are only reflective of those who chose to answer these questions.

Validity and Reliability

Validity and reliability of the quantitative methodology was endorsed throughout the process. The volunteers who conducted the questionnaire were required to complete a mandatory training and report to their experienced team lead. In order to avoid duplication, volunteers asked each person if they had already completed an interview. Furthermore, the survey instrument collected personal identifying information that was used for de-duplication purposes.

The database administrator ran multiple data quality tests to ensure the accuracy and completeness of the subpopulation data entered into HMIS and to ensure data quality of all completed questionnaires.



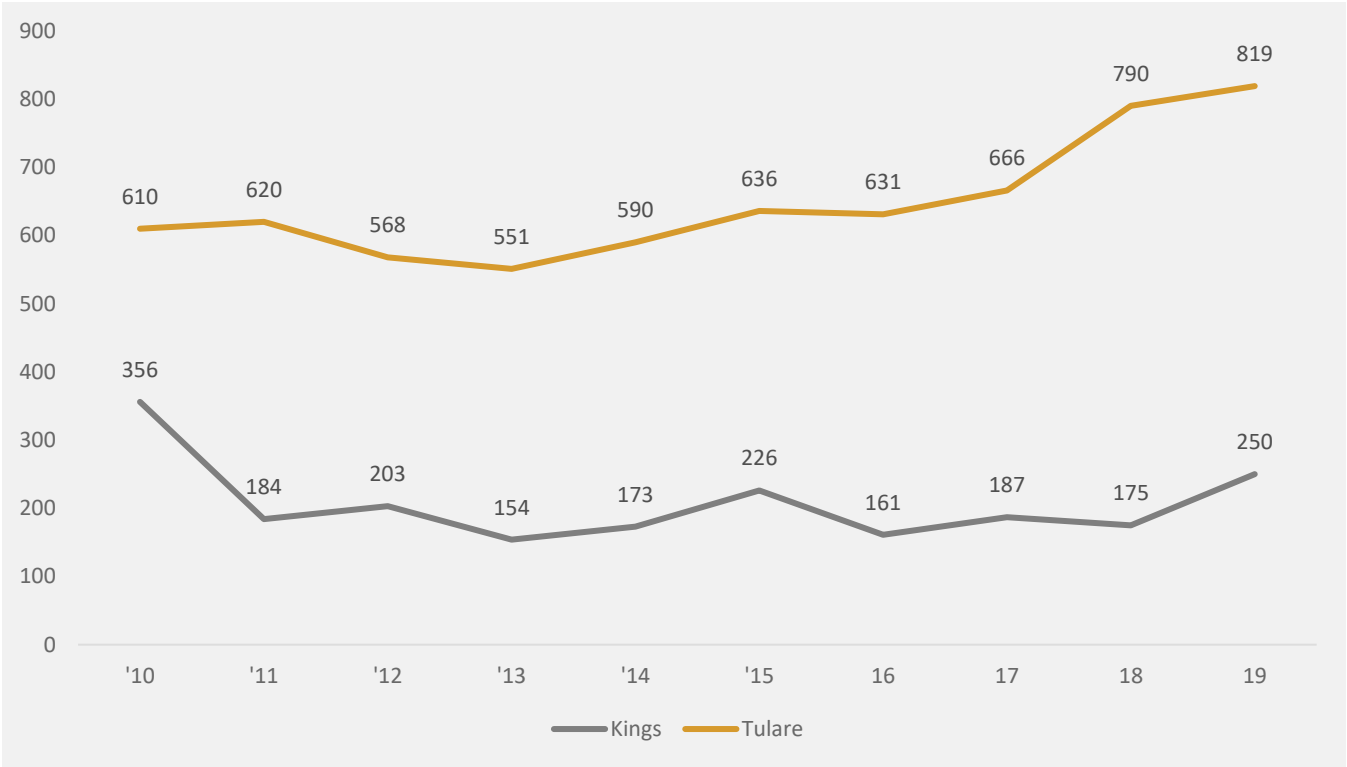
Photo: Porterville Unified School District, Granite Hills High School Students

Survey Findings

The 2019 PIT Count collected data on individuals and families experiencing homelessness on the night of Wednesday, January 23, 2019 in Kings and Tulare Counties. The Count identified 780 people who were sleeping in unsheltered situations and 289 people that were sleeping in an emergency shelter or transitional housing. In all, 1,069 people met HUD’s definition of homelessness on the night of the count.

Kings County experienced a sharp increase over the 2018 count and now represents 23% of people experiencing homelessness in the bi-county region. Since a low in 2013, the bi-county region has experienced a 52% increase in people experiencing homelessness (1,069 in 2019 vs. 705 in 2013).

FIGURE 1. HOMELESSNESS TREND BY COUNTY 2010-2019



According to the HUD’s 2018 Annual Homeless Assessment Report, there were 552,830 people experiencing homelessness in the United States. This figure represents .18% of the nation’s total population. Figure 1 highlights the number of people experiencing homelessness counted during the PIT as a percentage of its total population in the bi-county region. Hanford (.43%) and Visalia (.39%) exceed both the state and national averages of .35% and .18%, respectively. Both Porterville (.32%) and Tulare (.25%) exceed the national average (.18%), but are slightly below the state average (.35%).

TABLE 1. COUNT OF HOMELESS PERSONS BY COUNTY

County	Count	Percentage
Kings	250	23%
Tulare	819	77%
Total	1,069	100%

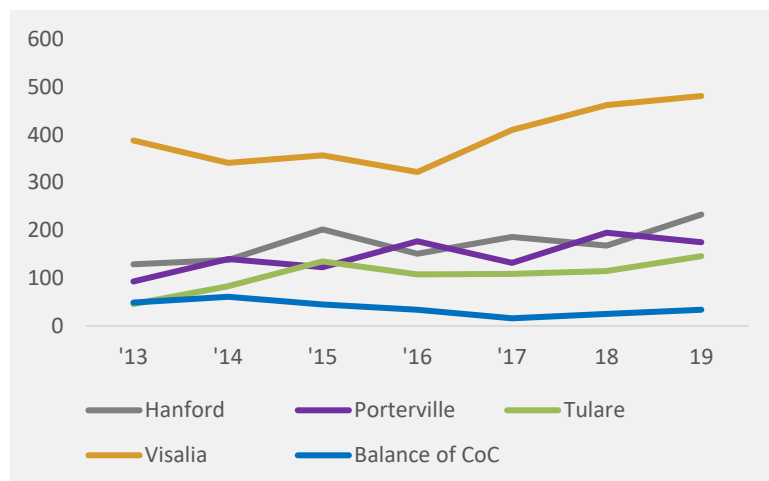
TABLE 2. COUNT OF HOMELESS PERSONS BY CITY

City	Count	Percentage of Region
Hanford	233	17%
Porterville	175	20%
Tulare	146	12%
Visalia	481	48%
Balance of CoC	34	3%
Total	1,069	100%

TABLE 3. HOMELESS BY CITY 2018-2019

City	2018	2019	Actual Change	Percent Change
Hanford	168	233	65	39%
Porterville	195	175	-20	-10%
Tulare	115	146	31	27%
Visalia	462	481	19	4%
Balance of CoC	25	34	9	36%
Total	965	1,069	104	11%

FIGURE 2. HOMELESSNESS BY CITY 2013-2019



Geographic Analysis

Three out of every four people experiencing **homelessness in the bi-county region live in Tulare County.**

Since 2013, Hanford, Porterville and Tulare have experienced a dramatic increase in homelessness (81%, 88% and 217% respectively).

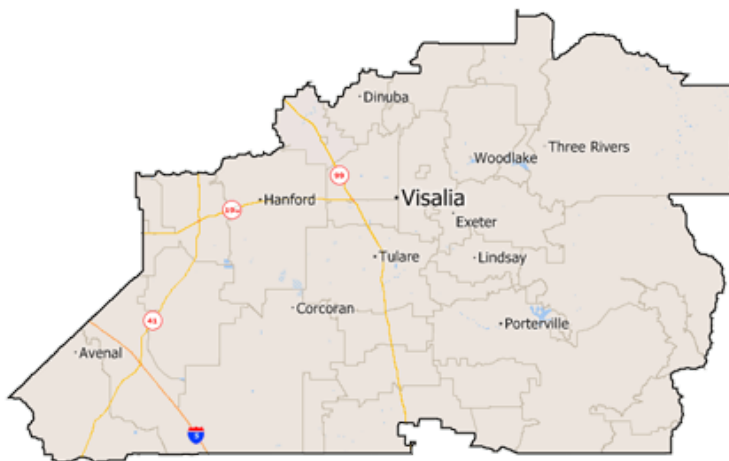
The primary reason for the 10% reduction in homelessness in Porterville is that people were categorized between East Porterville and Porterville (175 in 2019 vs. 195 in 2018). This new categorization resulted in the balance of CoC number to increase by 36% (34 in 2019 vs. 25 in 2018).

The 39% increase in homelessness in Hanford may be due to increased street outreach efforts (233 in 2019 vs. 168 in 2018).

TABLE 4. HOMELESS VS. TOTAL POPULATION

Jurisdiction	Total Population ³	2019 Count	Homeless % of Total Population
Hanford	53,967	233	0.43%
Porterville	54,165	175	0.32%
Tulare	59,278	146	0.25%
Visalia	124,442	481	0.39%
Balance of CoC	303,309	34	0.01%
Total	595,161	1,069	0.18%
California ⁴	37,253,956	129,972	.35%
National ⁵	308,745,538	552,830	.18%

FIGURE 3. MAP OF REGION SURVEYED FOR PIT COUNT



Population Comparison

Hanford has the highest per capita rate of homelessness in the region (.43%), followed by Visalia (.39%).

Both Hanford (+23%) and Visalia (+11%) have a higher per capita rate of homelessness than the state per capita rate of .35%. **These two cities also exceed the per capita rate in Los Angeles of .33%.**

The Kings/Tulare CoC is considered an “Other Largely Urban CoC” for the purposes of national analysis. This category represents 15% of all CoCs in the United States (*Annual Homeless Assessment Report, 2018*).

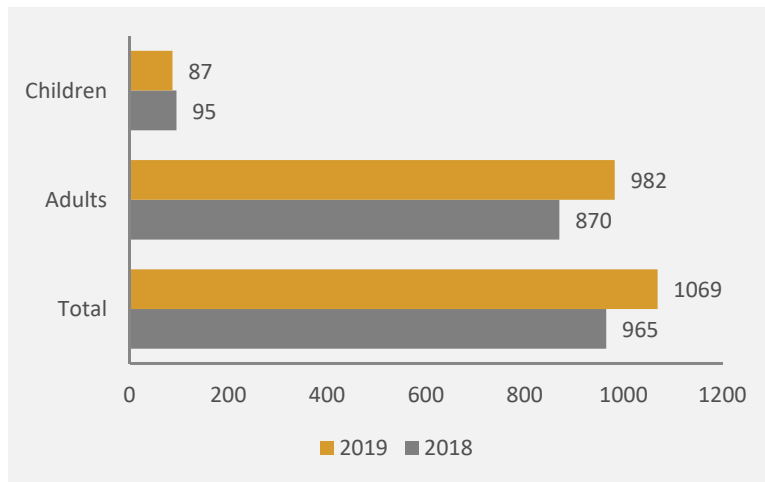
“Other Largely Urban CoCs,” such as Kings/Tulare, accounted for just six percent of all homelessness in the United States (*Annual Homeless Assessment Report, 2018*).

³ 2010 Census results.

⁴ 2018 AHAR results.

⁵ 2018 AHAR results.

FIGURE 4. ADULTS AND CHILDREN

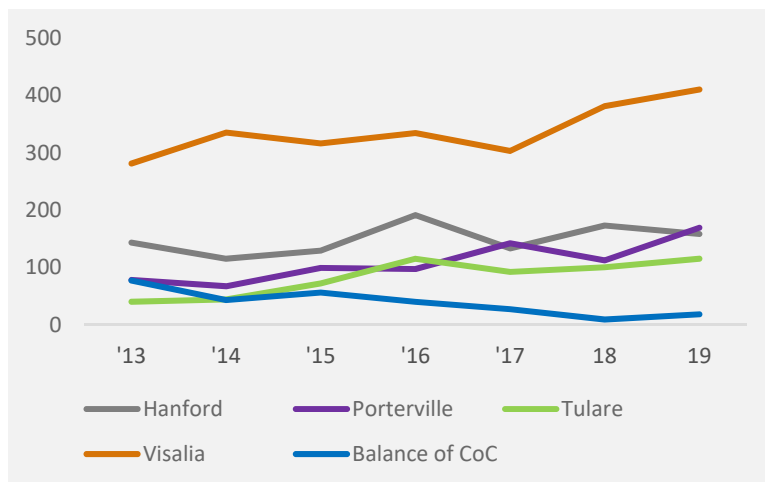


Adults & Children

982 (92%) **were adults** experiencing homelessness.

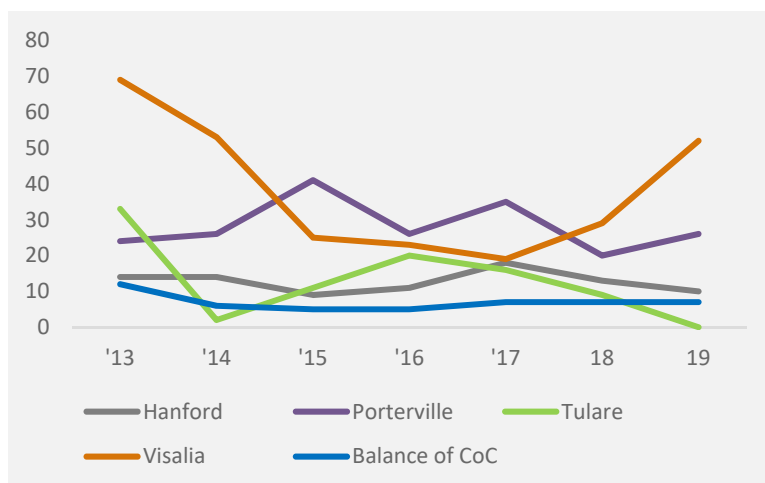
The number of **children experiencing homelessness slightly declined from the 2018 count** (87 in 2019 vs. 95 in 2018).

FIGURE 5. TRENDS BY CITY, ADULTS



Nearly **85% of people experiencing homelessness are over the age of 24**. This incidence is less than our “Other Largely Urban CoC” counterparts who report that 91% are over the age of 24 (*Annual Homeless Assessment Report, 2018*).

FIGURE 6. TRENDS BY CITY, CHILDREN



The **percentage of children experiencing homelessness is dramatically higher in the Kings/Tulare CoC** than in comparison to our “Other Largely Urban CoC” counterparts (8% versus 1%, respectively) (*Annual Homeless Assessment Report, 2018*).

FIGURE 7. HOUSEHOLD COMPOSITION

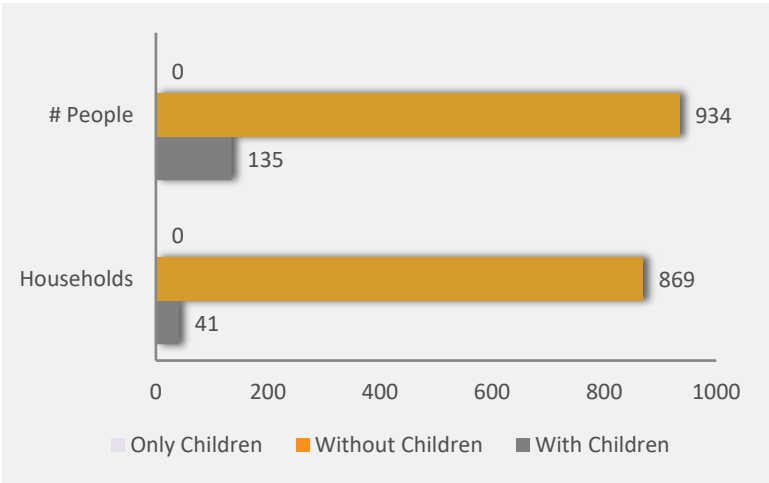


TABLE 5. HOUSEHOLD SIZE BY COUNTY

County	# of Households	# of People	Average Household Size
Kings	223	250	1.12
Tulare	687	819	1.19
Total	910	1,069	1.17



Project Homeless Connect, Visalia

Household Composition

Over three-quarters (**87%**) of people experiencing homelessness **are in single households or households without children.**

In **households with children**, the **average family size is 3.3.**

Children under the age of 18 **made up 64% of people experiencing homelessness in families.**

One in four people experiencing homelessness in families with children **were unsheltered** (34 people).

One-third of adults experiencing homelessness in families with children **have been homeless one year or longer.**

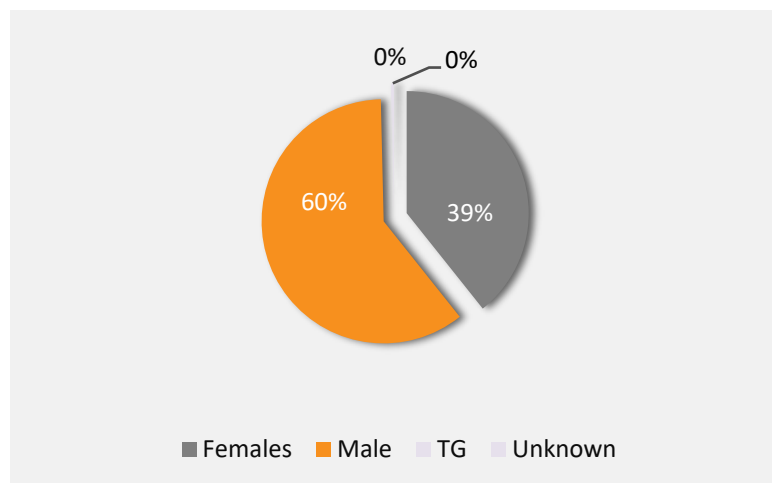
TABLE 6. ETHNICITY

Ethnicity	Count	Percentage
Hispanic/Latino	456	43%
Non-Hispanic/Latino	556	52%
Unknown	57	5%

TABLE 7. RACE

Race	Count	Percentage
American Indian/ Alaskan Native	48	4%
Asian	11	1%
Black/African American	105	10%
Native Hawaiian/ Other Pacific Islander	6	1%
White	794	74%
Multiple Races	30	3%
Unknown	75	7%

FIGURE 8. GENDER



Race & Ethnicity

It is important to note that **race classification is exclusive of ethnicity** responses.

The **majority of homeless** persons identified their ethnicity as **Non-Hispanic/ Non-Latino** (52%), down from 2018.

There was a **significant increase in respondents not choosing an ethnicity or race in 2019**. We believe this is due to the Counting Us app used to administer surveys.

Native Hawaiian/Pacific Islanders (1%) and **Asians** (1%) continue to have a **very low prevalence** amongst the **homeless population in Kings and Tulare Counties**.

Males continue to represent the majority of homeless persons with 60% prevalence versus female (39%). These figures have remained consistent with results from prior years.

FIGURE 9. CURRENT HOUSING

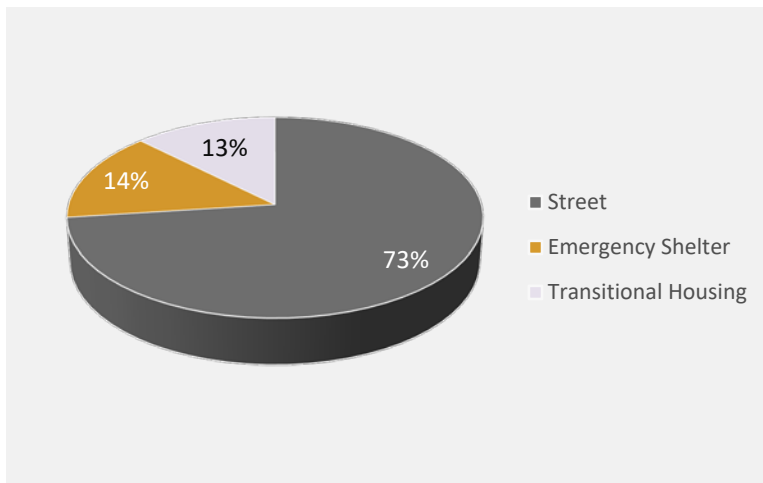


FIGURE 10. SHELTERED VS. UNSHELTERED, BY CITY

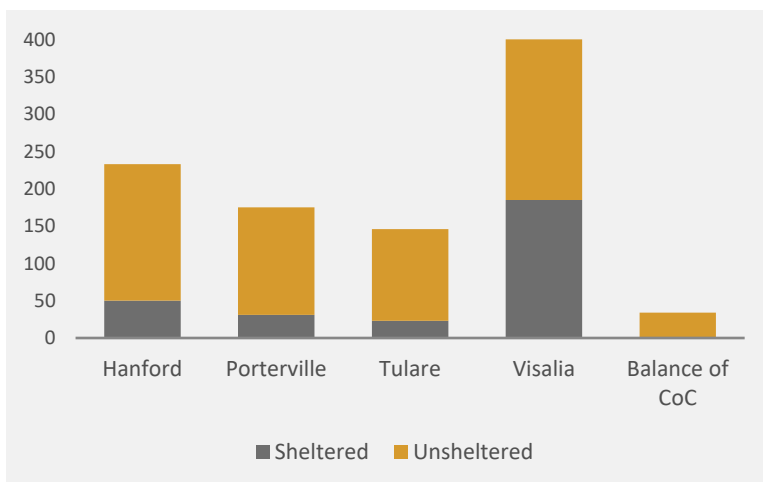
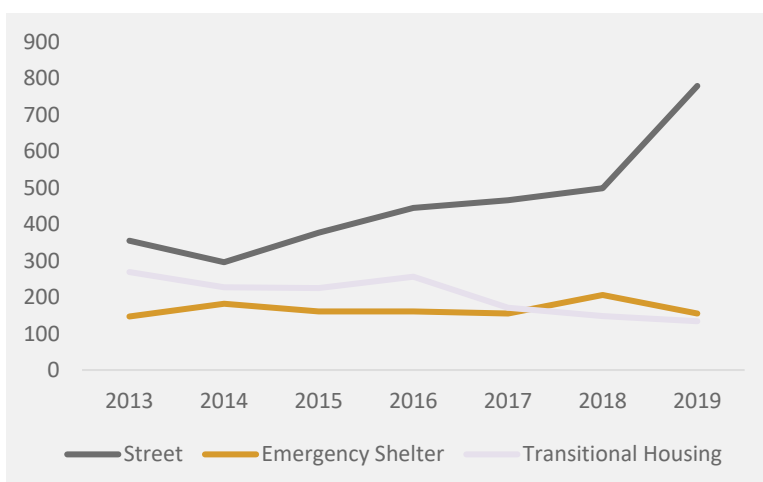


FIGURE 11. CURRENT HOUSING, TREND OVER TIME



Current Housing

People sleeping in unsheltered situations has risen 263% since 2013 (780 in 2019 vs. 296 in 2013).

Since last year, unsheltered homelessness increased 20% (780 in 2019 vs. 650 in 2018).

In 2018, the Kings/Tulare region had the 4th highest rate (67%) of unsheltered homelessness in the United States within those CoCs that were categorized as “Other Largely Urban CoCs”. This year, 73% of our unsheltered population is unsheltered (Annual Homeless Assessment Report, 2018).

Despite the number of homeless increasing, **the total number of homeless beds has remained virtually unchanged from 2013** (795 in 2019 vs. 790 in 2013).

FIGURE 12. PER CAPITA RATE OF UNSHELTERED HOMELESS

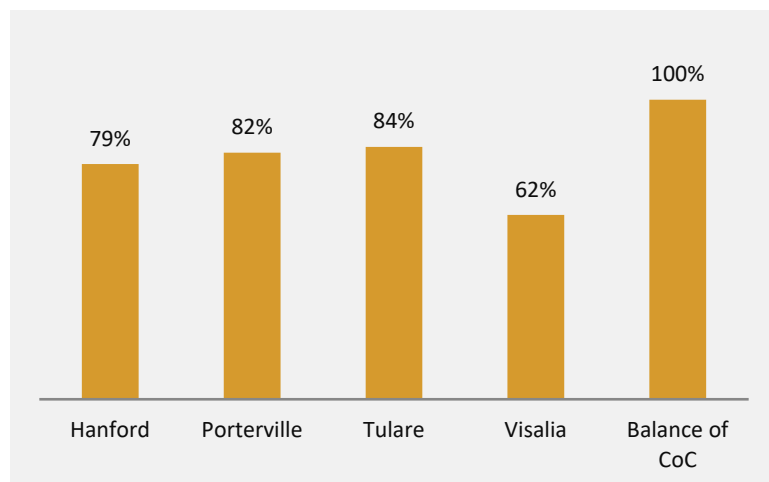


Photo: Jeremy Hogan, Visalia, CA

TABLE 8. UNSHELTERED HOMELESS PERSONS, 2018-2019

City	2018	2019	Actual Change	% Change
Hanford	124	183	+59	+48%
Porterville	152	144	-8	-5%
Tulare	114	123	+9	+8%
Visalia	244	296	+52	+21%
Balance of CoC	16	34	+18	+113%
Total	650	780	+130	+20%

Unsheltered Homelessness

Tulare continues to have the highest prevalence of unsheltered homelessness within the incorporated areas of the bi-county region (**84%**).

Nine out of every ten (**90%**) people with a disabling condition are **sleeping in a place not meant for human habitation**.

Nearly all chronic homeless persons are sleeping in unsheltered situations (96% or 288 persons). Nationally, the unsheltered rate amongst those experiencing chronic homelessness is 65%. (*Annual Homeless Assessment Report, 2018*)

Nationally, 35% of the homeless population are sleeping in unsheltered situations. In Kings and Tulare Counties, **the prevalence of unsheltered homelessness is 73%**. (*Annual Homeless Assessment Report, 2018*)

FIGURE 13. PER CAPITA RATE OF SHELTERED HOMELESS

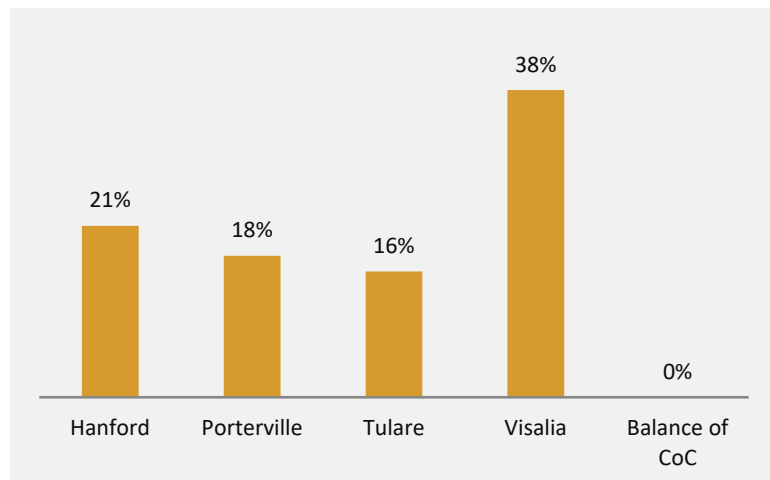


TABLE 9. SHELTERED HOMELESS PERSONS, 2018-2019

City	2018	2019	Actual Change	% Change
Hanford	44	50	+6	+14%
Porterville	43	31	-12	-28%
Tulare	1	23	+22	+2300%
Visalia	218	185	-33	-15%
Balance of CoC	9	0	-9	-100%
Total	315	289	-26	-11%



Visalia Rescue Mission

Sheltered Homelessness

289 people (**27%**) were sleeping in **sheltered** locations.

Visalia has the highest rate of people who are experiencing homelessness sleeping in **sheltered** locations (**38%**).

The decrease in sheltered homelessness in the Balance of CoC **is due to the closure of the** emergency shelter operated by **Open Gate Ministries** in Dinuba.

Average family size for households with children in sheltered situations **is 3.29**.

Many shelters are restricted to certain sub-populations such as victims of domestic violence, transition-age youth, or single males/females.

FIGURE 14. CHRONIC HOMELESS TREND, 2013-2019

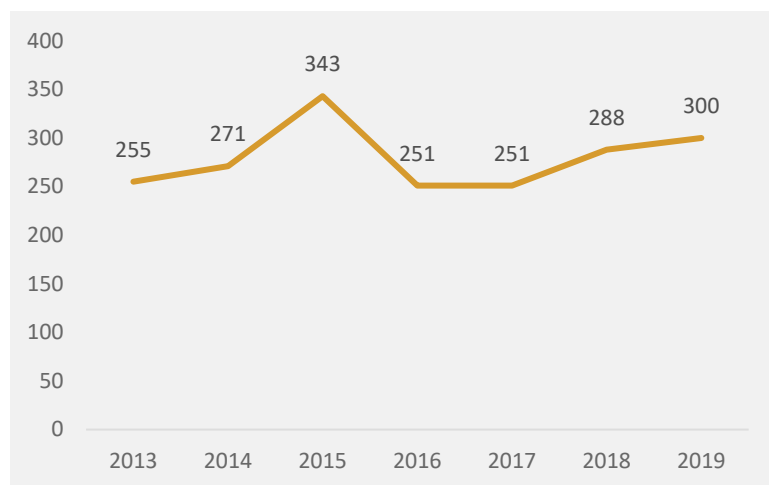


FIGURE 15. CHRONIC HOMELESS BY HOUSING STATUS, 2013-2019

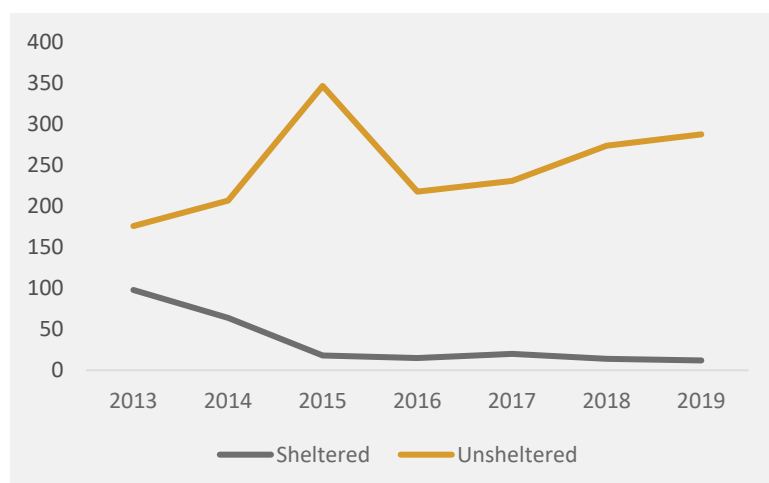
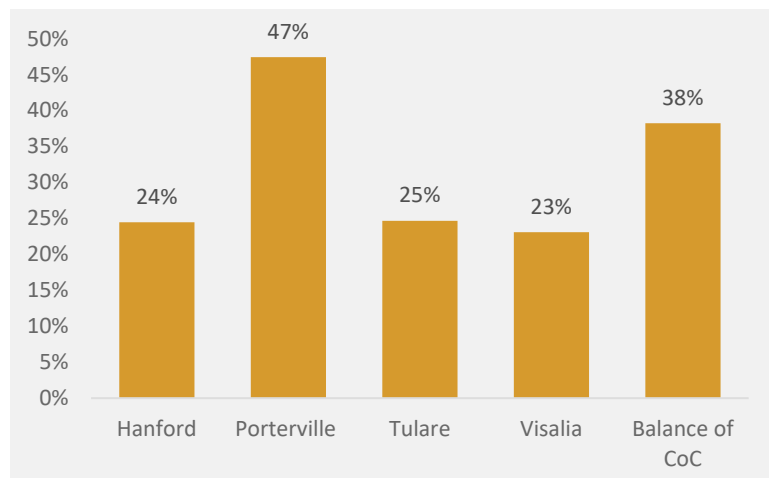


FIGURE 16. PER CAPITA RATE OF CHRONIC HOMELESS



Chronic Homelessness

28% of people experiencing homelessness **meet the definition of chronic homelessness.**

There has been an **18% increase in chronic homelessness since 2013** (300 in 2019 vs. 255 in 2013) **and a 4% increase over 2018** (288).

The average **length of homelessness for a chronically homeless person** in Kings and Tulare Counties **is 5.11 years**, an increase over 2018 (4.47 years).

In 2015, HUD no longer categorized people in Transitional Housing as chronically homeless, which is why the number of people sleeping in sheltered situations decreased.

FIGURE 17. HOMELESS VETERANS BY SHELTER TYPE

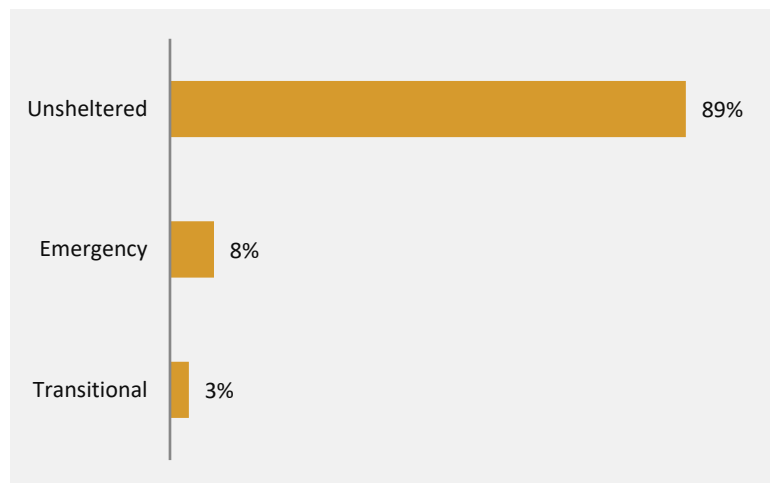


FIGURE 18. GEOGRAPHICAL DISTRIBUTION, VETERANS

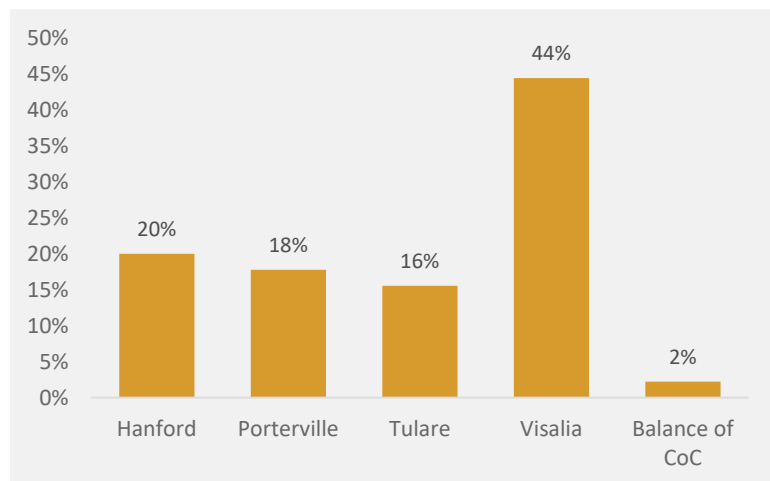
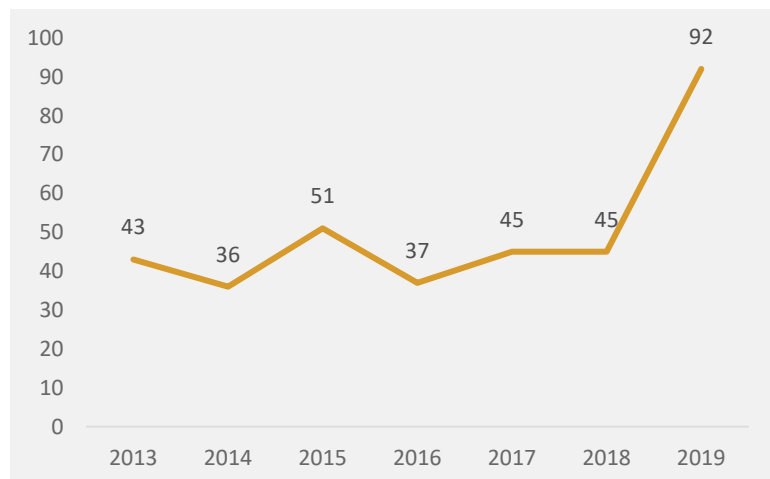


FIGURE 19. VETERAN TREND, 2013-2019



Veterans

Veterans represent 9% of homeless adults in Kings and Tulare Counties.

The national instance of veteran homelessness is just under 9%.

(Annual Homeless Assessment Report, 2018)

The number of **veterans experiencing homelessness rose sharply in 2019** (90 in 2019 vs. 45 in 2018).

Nearly nine out of every ten veterans cites having a disabling condition (86%).

Nine out of every ten **veterans** (89%) experiencing homelessness **are sleeping in unsheltered** situations.

Thirty-seven percent (**37%**) of **veterans are chronically homeless** versus twenty-eight percent (28%) of non-veteran adults.

FIGURE 20. DISABLED PERSONS BY SHELTER TYPE

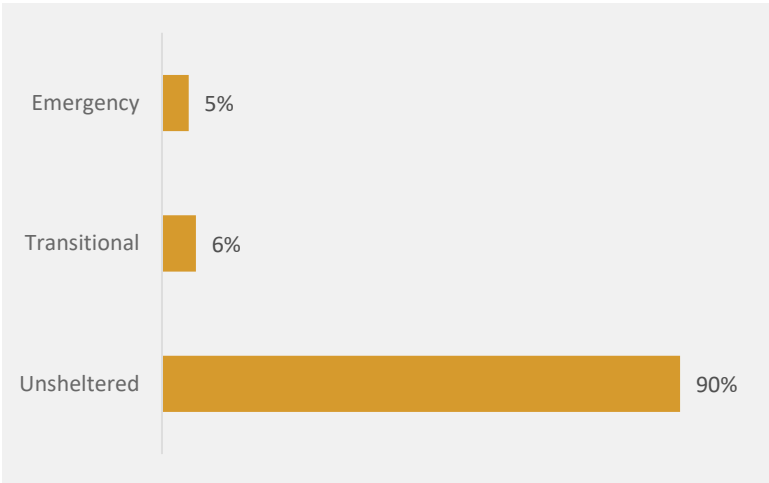


FIGURE 21. DISABLING CONDITION BY GENDER

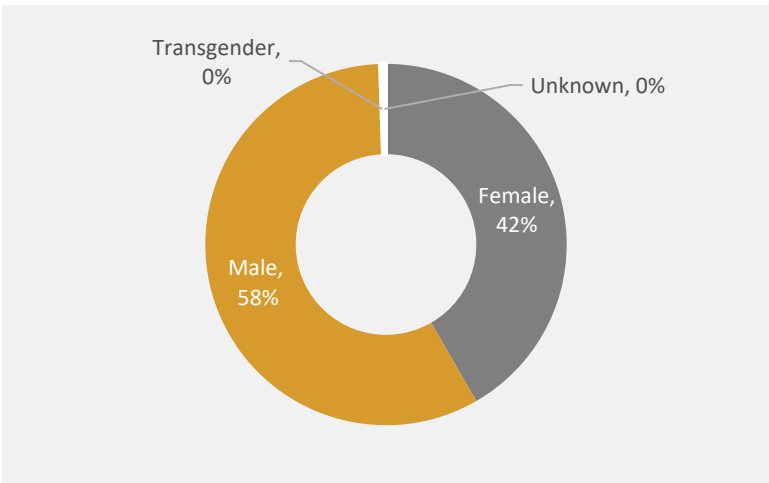
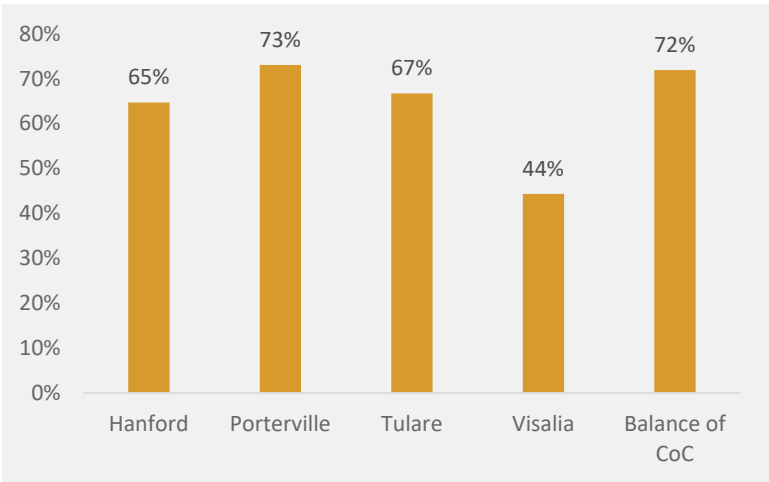


FIGURE 22. PER CAPITA RATE OF DISABLING CONDITION



Disabling Conditions

Of the 982 adults who responded to the disabling condition questions, **one out of every two** indicated they **have a disabling condition** (57%).

Porterville has the highest per capita rate of people experiencing homelessness with a disabling condition (73%), followed by Balance of CoC (72%), Tulare (67%), Hanford (65%), and Visalia (44%).

Adults with a disabling condition spend an average of 3.83 years homeless in Kings and Tulare Counties.

Over half of the respondents indicate they **have a mental health condition** (57%).

Only eighteen percent (18%) of adults with a disabling condition **receive SSI/SSDI** benefits.

FIGURE 23. SOURCES OF INCOME

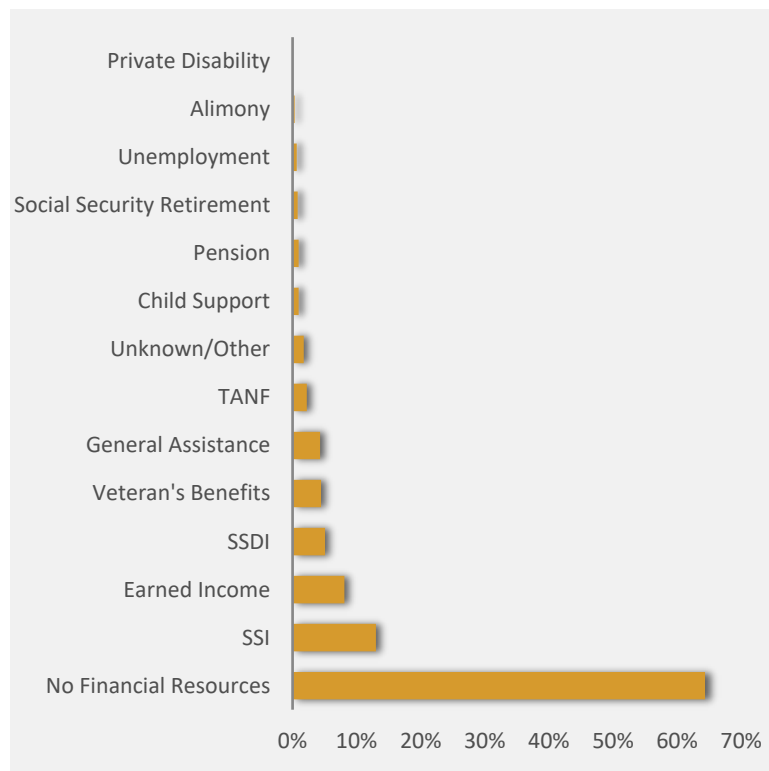
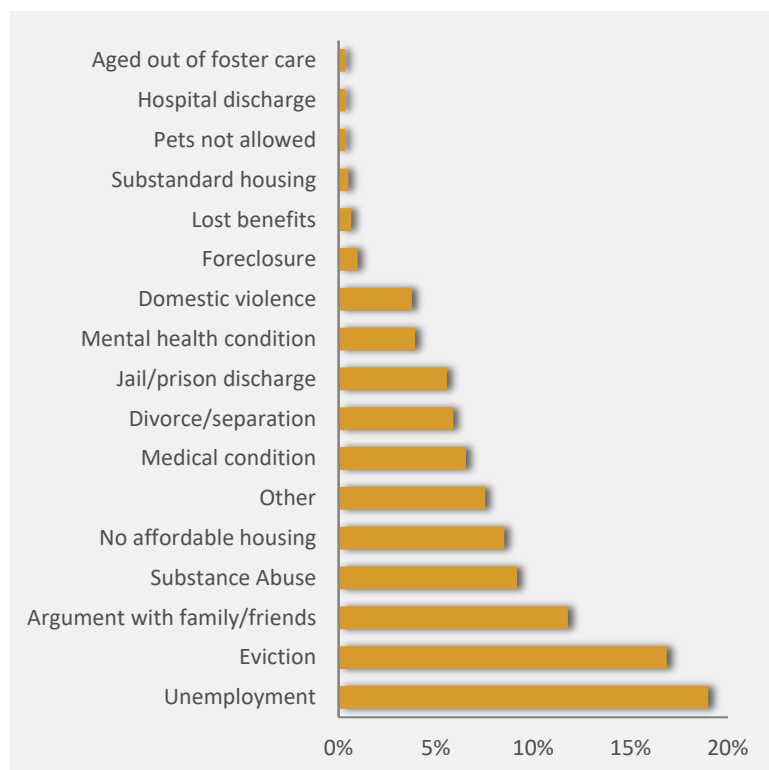


FIGURE 24. REASONS CITED FOR HOMELESSNESS



Sources of Income^

Of those responding to the income question, **the highest percentage were receiving SSI or SSDI (18%)**, followed by Earned Income (8%).

Sixty-four percent (**64%**) of respondents indicated that they **did not have any financial resources**.

Nine out of every ten people experiencing chronic homelessness have a disabling condition, **yet only 27% receive Social Security benefits**.

Reasons for Homelessness^

Unemployment continues to be the **most common reason cited for people experiencing unsheltered homelessness (19% or 116 adult respondents)**.

Eviction was the second highest reason (17% or 103 adult respondents).



FIGURE 25. HOMELESSNESS TREND BY COUNTY, 2010-2019

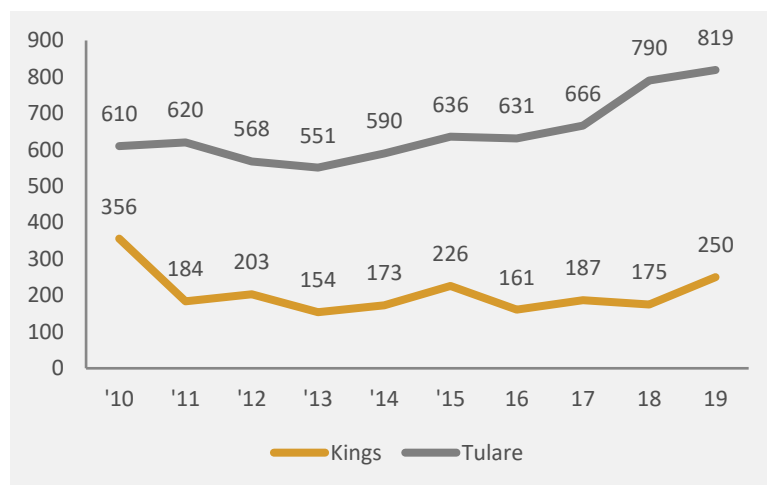
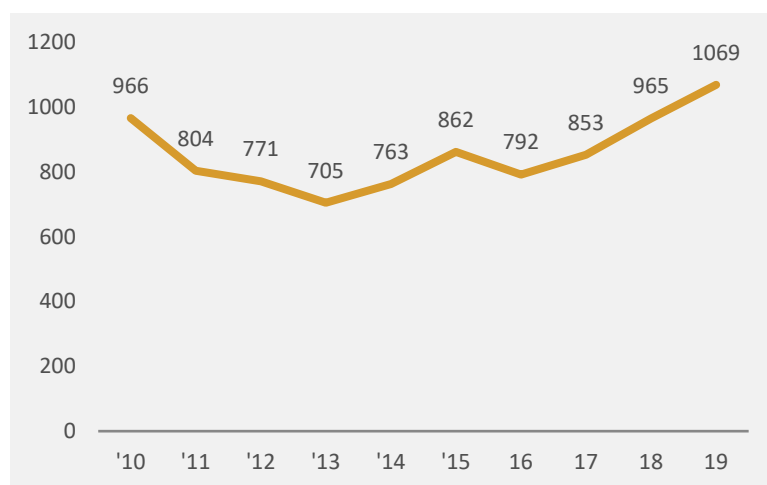


FIGURE 26. HOMELESSNESS TREND, 2010-2019



Trend over Time

Homelessness in Tulare County has risen by 209 people since 2010 or a 34% increase (819 in 2019 vs. 610 in 2010).

Kings County homelessness has decreased by 106 people since 2010, or a 30% reduction (250 in 2019 vs. 356 in 2010). However, homelessness has drastically increased since 2018 (250 in 2019 vs. 175 in 2019).

The number of people experiencing **homelessness** in Kings and Tulare Counties **is on the rise**. Without permanent housing solutions, homelessness will continue to increase.

On the night of January 23, 2019, **there were 367 people residing in PSH & RRH beds that would have otherwise been counted as homeless.**



FIGURE 27. HOUSING INVENTORY, 2018-2019

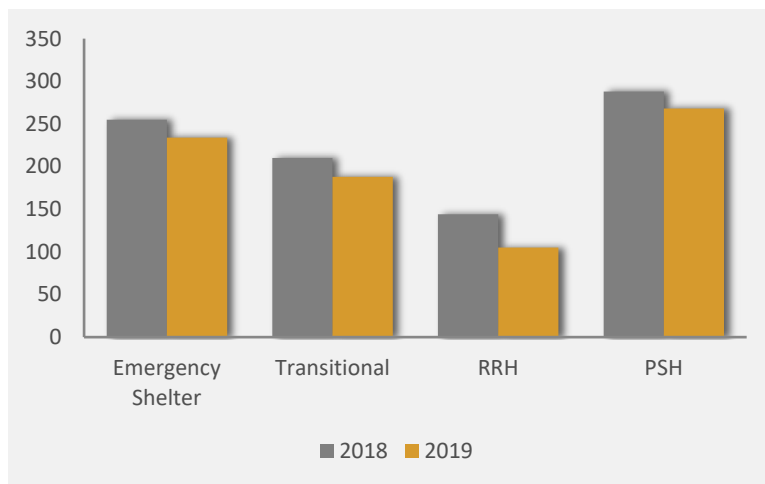
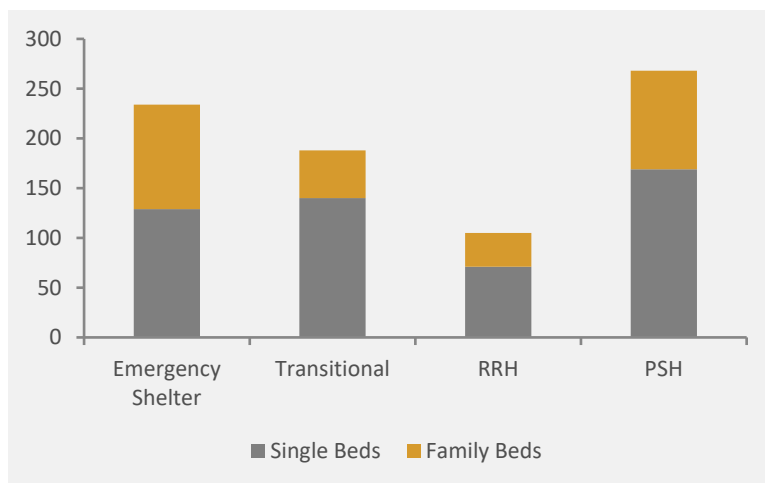


FIGURE 28. HOUSING INVENTORY, SINGLE VS FAMILY BEDS



Bed Capacity and Unmet Needs

On the night of the PIT, the bi-county region had **268 Permanent Supportive Housing (PSH) beds** and **105 Rapid Re-Housing (RRH) beds** available to serve people experiencing homelessness. An additional **26 Permanent Supportive Housing beds** were under development.

The development of low-barrier Permanent Supportive Housing and Rapid Re-Housing beds continue to remain a top priority for program development in the region.

On average, there are only six homeless housing vouchers available per month through the Coordinated Entry System.

Looking Ahead

Together with its partners, the Alliance has undertaken a number of targeted strategies to combat homelessness within the region and maximize the limited resources available.

Efforts include:

- Utilizing the coordinated entry system to prioritize those most in need for housing assistance;
- Quickly housing people with disabilities that are experiencing homelessness through the Homeless Disability Advocacy Program and Mainstream Voucher Program;
- Implementing a Flex Funding Pool to assist with barriers to housing placements such as utility arrearages and security deposits;
- Hosting monthly case management roundtables to staff cases, share best practices, and strategize on housing placements;
- Hiring a Landlord Relations Specialist to develop landlord relationships, maximize the Landlord Mitigation Fund, and identify new affordable housing opportunities;
- Collaborating with mainstream benefit agencies to leverage other homeless assistance programs such as Bringing Families Home, Housing Support Program, and the Homeless Disability Advocacy Program.

For more information on how to get involved, visit www.kthomelessalliance.org.

Appendix A – Definitions

Bridge Housing

Short-term housing facility generally intended for those individuals experiencing homelessness that are matched to a long-term housing opportunity but are waiting for administrative requirements to clear.

Child Only Households

Households where members are under the age of 18.

Chronically Homeless (CH)

Individual or head of household with a disability who lives in a place not meant for human habitation, a safe haven, or in an emergency shelter; and who has either been continuously homeless for at least 12 months or has experienced at least four episodes of homelessness in the last 3 years where the combined occasions total at least 12 months. Occasions are separated by a break of at least seven nights. Stays in institutions of fewer than 90 days do not constitute a break.

Continuum of Care (CoC)

Local planning body responsible for coordinating the full range of homelessness services in a geographic area, which may cover a city, county, metropolitan area, or even an entire state.

Couch Surfing

Describes situations where runaway or homeless youth are living in unstable and/or temporary living arrangements such as the couches or spare bedrooms of friends, lovers, or other family members⁶.

Disabling Condition

Any one of (1) a disability as defined in Section 223 of the Social Security Act; (2) a physical, mental, or emotional impairment which is (a) expected to be of long-continued and indefinite duration, (b) substantially impedes an individual's ability to live

independently, and (c) of a nature that such ability could be improved by more suitable housing conditions; (3) a developmental disability as defined in Section 102 of the Developmental Disabilities Assistance and Bill of Rights Act; (4) the disease of acquired immunodeficiency syndrome or any conditions arising from the etiological agency for acquired immunodeficiency syndrome; or (5) a diagnosable substance abuse disorder.

Emergency Shelter (ES)

A facility with the primary purpose of providing temporary shelter for homeless people.

Homeless

An individual or family who lacks a fixed, regular, and adequate nighttime residence and seek shelter in places not meant for habitation such as cars, camps, streets and abandoned buildings. Public or privately operated congregate emergency shelters are also places that house persons and families who are experiencing a housing crisis.

Homeless Management Information System (HMIS)

A software application designed to record and store client-level information on the characteristics and service needs of homeless people. Each CoC maintains its own HMIS, which can be tailored to meet local needs, but must also conform to HUD's HMIS Data and Technical Standards.

Households with Adults and Children

People who are homeless as part of households that have at least one adult and one child under the age of 18.

⁶ National Resource Center on Domestic Violence, 2009

Households with Adults Only

Households with single adults and adult couples unaccompanied by children under the age of 18.

Housing Inventory Chart (HIC)

The HIC is produced by each CoC and provides an annual inventory of beds that assist people in the CoC who are experiencing homelessness or leaving homelessness.

Navigation Center

Temporary low-barrier shelter offering case managers to connect homeless individuals and families to income, public benefits, health services, permanent housing, or other shelter.

Parenting Youth

Youth (under age 25) who identify as the parent or legal guardian of one or more children who are present with or sleeping in the same place as that youth parent.

Permanent Supportive Housing (PSH)

Designed to provide housing and supportive services on a long-term basis to formerly homeless people that have a disabling condition.

Point in Time Count (PIT)

An unduplicated one-night estimate of both sheltered and unsheltered homeless populations.

Rapid Re-Housing (RRH)

A program that provides financial assistance and services to help those experiencing homelessness to be quickly re-housed and stabilized. This is considered permanent housing.

Sheltered Homeless People

People who are living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels

paid for by charitable organizations or by federal, state, or local government programs for low-income individuals.)

Transitional Aged Youth (TAY)

Unaccompanied youth under age 25, including youth with children.

Transitional Housing (TH)

A program that provides temporary housing and supportive services for up to 24 months with the intent for the person to move towards permanent housing.

Unaccompanied Youth

People in households without children who are not part of a family with children or accompanied by their parent or guardian during their episode of homelessness, and who are between the ages of 18 and 24.

Unsheltered Homeless People

People with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings.

Veteran

Refers to any person who served on active duty in the armed forces of the United States. This includes Reserves and National Guard members who were called up to active duty.

Victims of Domestic Violence

This subpopulation category includes persons who have been victims of domestic violence at any point in the past.

Appendix B – Point in Time Survey Questionnaire

1. Including yourself, how many adults and children are there in your household <i>who slept in the same location with you Wednesday night?</i>	_____ Adults (Age 18 and older)		_____ Children (Age 17 and younger)	
2. What are the names of the people in your household from oldest to youngest, including yourself?	Person 1	Person 2	Person 3	Person 4
	_____ First and Last Name	_____ First and Last Name	_____ First and Last Name	_____ First and Last Name
3. How is [state name] related to you/Person 1?	Self	☐ Child ☐ Spouse ☐ Other Family ☐ Non-Married Partner ☐ Other, Non-Family	☐ Child ☐ Spouse ☐ Other Family ☐ Non-Married Partner ☐ Other, Non-Family	☐ Child ☐ Spouse ☐ Other Family ☐ Non-Married Partner ☐ Other, Non-Family
4. What is your/Person [2-4] Date of Birth? [If DOB is unknown, enter age]	____/____/____ ☐ DK/Ref	____/____/____ ☐ DK/Ref	____/____/____ ☐ DK/Ref	____/____/____ ☐ DK/Ref
	____-____-____ ☐ DK/Ref	____-____-____ ☐ DK/Ref	____-____-____ ☐ DK/Ref	____-____-____ ☐ DK/Ref
6. Are you/Person [2-4] male, female or transgender?	☐ Male ☐ Female ☐ Trans Female (MTF) ☐ Trans Male (FTM) ☐ Gender Non-Conforming ☐ DK/Ref	☐ Male ☐ Female ☐ Trans Female (MTF) ☐ Trans Male (FTM) ☐ Gender Non-Conforming ☐ DK/Ref	☐ Male ☐ Female ☐ Trans Female (MTF) ☐ Trans Male (FTM) ☐ Gender Non-Conforming ☐ DK/Ref	☐ Male ☐ Female ☐ Trans Female (MTF) ☐ Trans Male (FTM) ☐ Gender Non-Conforming ☐ DK/Ref
7. Are you/Person [2-4] Hispanic or Latino?	☐ Yes ☐ DK/Ref ☐ No	☐ Yes ☐ DK/Ref ☐ No	☐ Yes ☐ DK/Ref ☐ No	☐ Yes ☐ DK/Ref ☐ No

8. What is your/Person [2-4] Race? [SELECT ALL THAT APPLY]	Person 1	Person 2	Person 3	Person 4
	☐ American Indian or Alaska Native ☐ Asian ☐ Black or African American ☐ Native Hawaiian or Pacific Islander ☐ White ☐ DK/Ref	☐ American Indian or Alaska Native ☐ Asian ☐ Black or African American ☐ Native Hawaiian or Pacific Islander ☐ White ☐ DK/Ref	☐ American Indian or Alaska Native ☐ Asian ☐ Black or African American ☐ Native Hawaiian or Pacific Islander ☐ White ☐ DK/Ref	☐ American Indian or Alaska Native ☐ Asian ☐ Black or African American ☐ Native Hawaiian or Pacific Islander ☐ White ☐ DK/Ref
9. Have you/Person [2-4] served in the US Armed Forces? [ADULTS ONLY]	☐ Yes ☐ DK/Ref ☐ No	☐ Yes ☐ DK/Ref ☐ No	☐ Yes ☐ DK/Ref ☐ No	☐ Yes ☐ DK/Ref ☐ No
10. [If yes to Q9] What is the Discharge Status on your/Person [2-4] DD214? [ADULTS ONLY]				
11. [If yes to Q9] Have you/Person [2-4] ever received health care or benefits from a Veterans Administration medical center? [ADULTS ONLY]	☐ Yes ☐ DK/Ref ☐ No	☐ Yes ☐ DK/Ref ☐ No	☐ Yes ☐ DK/Ref ☐ No	☐ Yes ☐ DK/Ref ☐ No
12. Where did you/Person [2-4] sleep on Wednesday night? [DO NOT READ CATEGORIES. SELECT ONLY ONE CATEGORY.]	☐ Place not meant for habitation ☐ Emergency shelter: _____ ☐ Transitional housing: _____ ☐ At Risk – SURVEY COMPLETE	☐ Place not meant for habitation ☐ Emergency shelter: _____ ☐ Transitional housing: _____ ☐ At Risk – SURVEY COMPLETE	☐ Place not meant for habitation ☐ Emergency shelter: _____ ☐ Transitional housing: _____ ☐ At Risk – SURVEY COMPLETE	☐ Place not meant for habitation ☐ Emergency shelter: _____ ☐ Transitional housing: _____ ☐ At Risk – SURVEY COMPLETE
13. To the best of your ability, please describe where this place is located.				
14. Why did you sleep in that particular place last night?				
15. How many months have you /Person [2-4] been homeless this time?	_____ months	_____ months	_____ months	_____ months

16. Approximate Date Homelessness Started for you/Person [2-4]	Person 1 ____/____/____	Person 2 ____/____/____	Person 3 ____/____/____	Person 4 ____/____/____
17. How many times have you/Person [2-4] been homeless on the streets, emergency shelter, or safe haven in the past 3 years, including today?	☐ One Time ☐ Two Times ☐ Three Times ☐ Four or More Times ☐ DK/Ref	☐ One Time ☐ Two Times ☐ Three Times ☐ Four or More Times ☐ DK/Ref	☐ One Time ☐ Two Times ☐ Three Times ☐ Four or More Times ☐ DK/Ref	☐ One Time ☐ Two Times ☐ Three Times ☐ Four or More Times ☐ DK/Ref
18. Number of months homeless on the streets or emergency shelter you/Person [2-4] has been in the past 3 years?	☐ This is the 1 st mo. ☐ 2-12 mo. (#____) ☐ More than 12 mo. ☐ DK/Ref	☐ This is the 1 st mo. ☐ 2-12 mo. (#____) ☐ More than 12 mo. ☐ DK/Ref	☐ This is the 1 st mo. ☐ 2-12 mo. (#____) ☐ More than 12 mo. ☐ DK/Ref	☐ This is the 1 st mo. ☐ 2-12 mo. (#____) ☐ More than 12 mo. ☐ DK/Ref
[ONLY ASK Q19 – Q20 TO PERSONS AGE 18 AND OLDER & YOUTH HEAD OF HOUSEHOLDS]				
19. Please tell me whether any of these situations apply to you. a. Do you/Does Person [2-4] have any substance abuse issues? (illegal or prescription for non-medical reasons)	☐ No ☐ Alcohol ☐ Drugs ☐ DK/Ref	☐ No ☐ Alcohol ☐ Drugs ☐ DK/Ref	☐ No ☐ Alcohol ☐ Drugs ☐ DK/Ref	☐ No ☐ Alcohol ☐ Drugs ☐ DK/Ref
b. Do you/Does Person [2-4] have a chronic health condition? (e.g. heart disease, cancer, stroke, etc.)	☐ Yes ☐ DK/Ref ☐ No	☐ Yes ☐ DK/Ref ☐ No	☐ Yes ☐ DK/Ref ☐ No	☐ Yes ☐ DK/Ref ☐ No
c. Have you/Has Person [2-4] have a developmental disability?	☐ Yes ☐ DK/Ref ☐ No	☐ Yes ☐ DK/Ref ☐ No	☐ Yes ☐ DK/Ref ☐ No	☐ Yes ☐ DK/Ref ☐ No
d. Do you/Does Person [2-4] have AIDS or an HIV-related illness?	☐ Yes ☐ DK/Ref ☐ No	☐ Yes ☐ DK/Ref ☐ No	☐ Yes ☐ DK/Ref ☐ No	☐ Yes ☐ DK/Ref ☐ No
e. Do you/Does Person [2-4] have a mental health condition?	☐ Yes ☐ DK/Ref ☐ No	☐ Yes ☐ DK/Ref ☐ No	☐ Yes ☐ DK/Ref ☐ No	☐ Yes ☐ DK/Ref ☐ No
f. Do you/Does Person [2-4] have a physical disability?	☐ Yes ☐ DK/Ref ☐ No	☐ Yes ☐ DK/Ref ☐ No	☐ Yes ☐ DK/Ref ☐ No	☐ Yes ☐ DK/Ref ☐ No

g. Which, if any, of the situations we just discussed keep you/Person [2-4] from holding a job or living in stable housing?	Person 1	Person 2	Person 3	Person 4																					
	☐ Alcohol/Drug use ☐ Chronic health cond. ☐ Mental condition ☐ Physical disability ☐ HIV/AIDS ☐ Developmental disability ☐ None of these	☐ Alcohol/Drug use ☐ Chronic health cond. ☐ Mental condition ☐ Physical disability ☐ HIV/AIDS ☐ Developmental disability ☐ None of these	☐ Alcohol/Drug use ☐ Chronic health cond. ☐ Mental condition ☐ Physical disability ☐ HIV/AIDS ☐ Developmental disability ☐ None of these	☐ Alcohol/Drug use ☐ Chronic health cond. ☐ Mental condition ☐ Physical disability ☐ HIV/AIDS ☐ Developmental disability ☐ None of these																					
20. Are you/Is Person [2-4] experiencing homelessness because you are currently fleeing domestic violence, dating violence, sexual assault or stalking? [IF YES, ASK IF IN IMMINENT THREAT OF HARM. IF YES, CONTACT AUTHORITIES IMMEDIATELY.]	☐ Yes ☐ DK/Ref ☐ No	☐ Yes ☐ DK/Ref ☐ No	☐ Yes ☐ DK/Ref ☐ No	☐ Yes ☐ DK/Ref ☐ No																					
21. What City/Town and State were you living in when you became homeless this time?	City: _____ State: _____	City: _____ State: _____	City: _____ State: _____	City: _____ State: _____																					
22. How long in months have you been in this community?	_____ months	_____ months	_____ months	_____ months																					
23. What is your household's primary reason for being homeless? [SELECT ONLY ONE REASON]	<table border="0"> <tr> <td>☐ Alcohol/Drug use</td> <td>☐ Jail/Prison discharge</td> <td>☐ Aged out of foster care</td> </tr> <tr> <td>☐ Medical condition</td> <td>☐ Divorce/Separation</td> <td>☐ Lost public assistance/benefits</td> </tr> <tr> <td>☐ Mental health condition</td> <td>☐ Eviction</td> <td>☐ Unemployment/loss of income</td> </tr> <tr> <td>☐ Argument with family /friends</td> <td>☐ Foreclosure</td> <td>☐ Pets not allowed</td> </tr> <tr> <td>☐ Domestic violence</td> <td>☐ No affordable housing</td> <td>☐ Other: _____</td> </tr> <tr> <td>☐ Hospital discharge</td> <td>☐ Substandard housing</td> <td>☐ DK/Ref</td> </tr> </table>				☐ Alcohol/Drug use	☐ Jail/Prison discharge	☐ Aged out of foster care	☐ Medical condition	☐ Divorce/Separation	☐ Lost public assistance/benefits	☐ Mental health condition	☐ Eviction	☐ Unemployment/loss of income	☐ Argument with family /friends	☐ Foreclosure	☐ Pets not allowed	☐ Domestic violence	☐ No affordable housing	☐ Other: _____	☐ Hospital discharge	☐ Substandard housing	☐ DK/Ref			
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☐ Argument with family /friends	☐ Foreclosure	☐ Pets not allowed																							
☐ Domestic violence	☐ No affordable housing	☐ Other: _____																							
☐ Hospital discharge	☐ Substandard housing	☐ DK/Ref																							
24. Do you/Does Person [2-4] receive any of the following income/public benefits? [SELECT ALL THAT APPLY]	<table border="0"> <tr> <td>☐ Earned Income</td> <td>☐ Private Disability Insurance</td> <td>☐ Child Support</td> </tr> <tr> <td>☐ Unemployment</td> <td>☐ Worker's Compensation</td> <td>☐ Alimony or Other Spousal Support</td> </tr> <tr> <td>☐ SSI</td> <td>☐ TANF</td> <td>☐ Food Stamps</td> </tr> <tr> <td>☐ SSDI</td> <td>☐ General Assistance</td> <td>☐ Medi-Cal</td> </tr> <tr> <td>☐ VA Service-Connected Disability Comp</td> <td>☐ Retirement Income from Social Security</td> <td>☐ Other Source: _____</td> </tr> <tr> <td>☐ VA Non-Service-Connected Disability Comp</td> <td>☐ Pension/Retirement from Former Job</td> <td>☐ No Benefits Received</td> </tr> <tr> <td></td> <td></td> <td>☐ DK/Ref</td> </tr> </table>				☐ Earned Income	☐ Private Disability Insurance	☐ Child Support	☐ Unemployment	☐ Worker's Compensation	☐ Alimony or Other Spousal Support	☐ SSI	☐ TANF	☐ Food Stamps	☐ SSDI	☐ General Assistance	☐ Medi-Cal	☐ VA Service-Connected Disability Comp	☐ Retirement Income from Social Security	☐ Other Source: _____	☐ VA Non-Service-Connected Disability Comp	☐ Pension/Retirement from Former Job	☐ No Benefits Received			☐ DK/Ref
☐ Earned Income	☐ Private Disability Insurance	☐ Child Support																							
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☐ VA Service-Connected Disability Comp	☐ Retirement Income from Social Security	☐ Other Source: _____																							
☐ VA Non-Service-Connected Disability Comp	☐ Pension/Retirement from Former Job	☐ No Benefits Received																							
		☐ DK/Ref																							

Appendix C – Housing Inventory Chart

Prog. Type	Agency	Program Name	Region	Target Population	Target Population	Beds HH w/ Children	Beds HH w/o Children	Year-Round Beds	PIT Count
ES	CCFCC DV	Porterville Women's Shelter	Porterville	SF+HC	DV	3	3	6	3
ES	CCFCC	Porterville Women's Shelter	Porterville	SF+HC	NA	17	15	32	14
ES	FSTC	Karen's House	Visalia	SMF+HC	DV	31	2	33	11
ES	LRM	Light House Rescue Mission	Tulare	SF+HC	NA	0	16	16	7
ES	VRM	ONG	Visalia	SM	NA	0	50	50	41
ES	VRM	Shelter of Hope	Visalia	SF+HC	NA	23	17	40	36
ES	KCAO DV	Barbara Saville Shelter DV	Hanford	SMF+HC	DV	20	5	25	19
ES	KGM	Barbara Saville Woman's	Hanford	SF+HC	NA	11	1	12	8
ES	KGM	Overnight Shelter	Hanford	SM	NA	0	20	20	16
PSH	Champions	Grace Homes	Hanford	SMF	NA	0	12	12	*
PSH	CCFCC	Ridge Connections 2	Porterville	SMF+HC	NA	0	12	12	12
PSH	CSET	Tulare County PSH	Tulare	SMF+HC	NA	14	17	31	27
PSH	CSET	Visalia PSH	Visalia	SMF	NA	0	9	9	8
PSH	FSTC	PSH II Myrtle Ct.	Visalia	HC	NA	12	0	12	7
PSH	FSTC	PSH III United Way	Tulare	SMF+HC	NA	17	0	17	19
PSH	FSTC	Tulare Housing First	Tulare	SMF	NA	0	7	7	7
PSH	FSTC	Tulare Housing First II	Tulare	SMF	NA	0	19	19	10
PSH	FSTC	Tulare Housing First II	Tulare	SMF	NA	0	5	5	5
PSH	HATC	VASH	Tulare	SMF+HC	VET	52	28	80	80
PSH	Tulare Co.	East Tulare Avenue	Tulare	SMF	NA	0	22	22	17
PSH	Kings	Anchors II	Hanford	SMF+HC	NA	0	6	6	4
PSH	Kings	Anchors IV	Hanford	SMF	NA	4	2	6	10
PSH	Kings	Hope Survives	Hanford	SMF	NA	0	6	6	6
PSH	TPOCC	Casa de Robles 2	Tulare	SMF	NA	0	5	5	4
PSH	TPOCC	Casa de Robles 3	Porterville	SMF	NA	0	12	12	12
PSH	TPOCC	Kings Permanent	Tulare	SMF	NA	0	7	7	6
RRH	KCAO	Every Door Open	Hanford	HC	NA	0	1	1	1
RRH	CCFCC	Ridge Connections I	Porterville	SMF	NA	3	1	4	4
RRH	CSET	ESG 2	Tulare	SMF+HC	NA	13	16	29	29
RRH	Westcare	SSVF	Kings/Tular	SMF+HC	NA	18	53	71	71
TH	Champions	Hannah's House	Hanford	HC	NA	0	1	1	1
TH	KGM	New Song Academy	Hanford	SM	NA	0	6	6	6
TH	CCFCC DV	Transitional Housing	Porterville	SF+HC	DV	8	0	8	7
TH	FSTC	Transition to Independence	Tulare	SMF+HC	DV	40	0	40	34
TH	Tulare Co.	Transitional Living Center	Tulare	SMF	NA	0	36	36	21
TH	Tulare Co.	Transitional Living Center	Tulare	SMF	NA	0	17	17	*
TH	Uplift	Crossroads TAY Housing -	Tulare	SMF	NA	0	10	10	7
TH	Uplift	Crossroads TAY Housing -	Tulare	SMF	NA	0	10	10	8
TH	VRM	House of Hope	Visalia	SF	NA	0	16	16	11
TH	VRM	House of Restoration	Visalia	SM	NA	0	40	40	37
TH	VRM	Women's Transitional	Visalia	SF	NA	0	4	4	2

**Program under development*

Agency Codes:

CCFCC: Central California Family Crisis Center
CSET: Community Services Employment Training
FSTC: Family Services of Tulare County
HATC: Housing Authority of Tulare County
KCAO: Kings Community Action Organization
KGM: Kings Gospel Mission
LHRM: Lighthouse Rescue Mission
OGM: Open Gate Ministries
Sal. Army: Salvation Army
Tulare Co: Tulare County HHSA
TPOCC: Turning Point of Central California
Uplift: Uplift Family Services
VRM: Visalia Rescue Mission

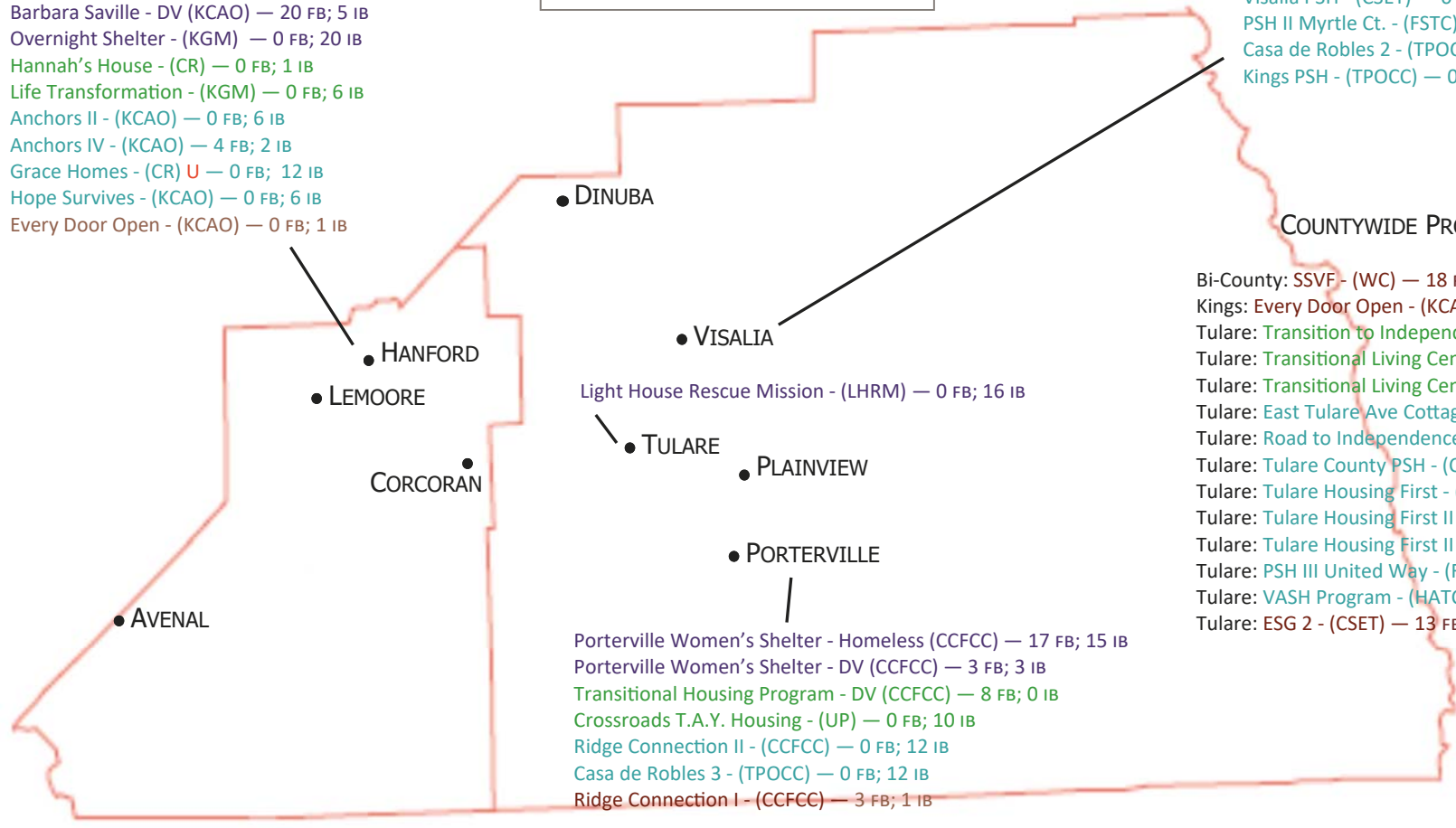
General Key:

SF: Single Females
SM: Single Males
SMF: Single Males or Females
HC: Households with Children
SFHC: Single Female or Households with Children
SMF+HC: Single Males, Females, Households with Children
DV: Domestic Violence
VET: Veterans

Appendix D – Housing Inventory Map

INVENTORY KEY	
■	Emergency Shelter
■	Transitional Housing
■	Permanent Supportive Housing
■	Rapid Re-Housing
“FB”= Family Beds	
“IB”= Individual Beds	
(U) = Under Construction	

Barbara Saville - Homeless (KCAO) — 11 FB; 1 IB
 Barbara Saville - DV (KCAO) — 20 FB; 5 IB
 Overnight Shelter - (KGM) — 0 FB; 20 IB
 Hannah’s House - (CR) — 0 FB; 1 IB
 Life Transformation - (KGM) — 0 FB; 6 IB
 Anchors II - (KCAO) — 0 FB; 6 IB
 Anchors IV - (KCAO) — 4 FB; 2 IB
 Grace Homes - (CR) U — 0 FB; 12 IB
 Hope Survives - (KCAO) — 0 FB; 6 IB
 Every Door Open - (KCAO) — 0 FB; 1 IB



Shelter of Hope - (VRM) — 23 FB; 17 IB
 ONG Shelter - (VRM) — 0 FB; 50 IB
 Karen’s House - (FSTC) — 31 FB; 2 IB
 Crossroads T.A.Y. Housing - (UP)— 0 FB; 10 IB
 House of Hope - (VRM) — 0 FB; 16 IB
 House of Restoration - (VRM) — 0 FB; 40 IB
 Women’s Transitional - (VRM) — 0 FB; 4 IB
 Visalia PSH - (CSET) — 0 FB; 9 IB
 PSH II Myrtle Ct. - (FSTC) — 12 FB; 0 IB
 Casa de Robles 2 - (TPOCC) — 0 FB; 5 IB
 Kings PSH - (TPOCC) — 0 FB; 7 IB

COUNTYWIDE PROGRAMS

Bi-County: SSVF - (WC) — 18 FB; 53 IB
 Kings: Every Door Open - (KCAO) — 0 FB; 1 IB
 Tulare: Transition to Independence - (FSTC) — 40 FB; 0 IB
 Tulare: Transitional Living Center - (THHSA) — 0 fb; 36 ib
 Tulare: Transitional Living Center II - (THHSA) U — 0 FB; 17 IB
 Tulare: East Tulare Ave Cottages - (THHSA) — 0 FB; 22 IB
 Tulare: Road to Independence - (FSTC) — 14 FB; 0 IB
 Tulare: Tulare County PSH - (CSET) — 14 FB; 17 IB
 Tulare: Tulare Housing First - (FSTC) — 0 FB; 7 IB
 Tulare: Tulare Housing First II - (FSTC) — 0 FB; 19 IB
 Tulare: Tulare Housing First II Bonus - (FSTC) — 0 FB; 5 IB
 Tulare: PSH III United Way - (FSTC) — 17 FB; 0 IB
 Tulare: VASH Program - (HATC) — 52 FB; 28 IB
 Tulare: ESG 2 - (CSET) — 13 FB; 16 IB

Light House Rescue Mission - (LHRM) — 0 FB; 16 IB
 Porterville Women’s Shelter - Homeless (CCFCC) — 17 FB; 15 IB
 Porterville Women’s Shelter - DV (CCFCC) — 3 FB; 3 IB
 Transitional Housing Program - DV (CCFCC) — 8 FB; 0 IB
 Crossroads T.A.Y. Housing - (UP) — 0 FB; 10 IB
 Ridge Connection II - (CCFCC) — 0 FB; 12 IB
 Casa de Robles 3 - (TPOCC) — 0 FB; 12 IB
 Ridge Connection I - (CCFCC) — 3 FB; 1 IB

PROVIDER KEY

CCFCC	Central CA Family Crisis Center	HATC	Housing Authority Tulare County	SA	Salvation Army	VRM	Visalia Rescue Mission
CR	Champions Recovery	KCAO	Kings County Action Organization	THHSA	Tulare County HHSA	WC	WestCare
CSET	Community Services & Emp. Training	KGM	Kings Gospel Mission	TPOCC	Turning Point		
FSTC	Family Services Tulare County	LHRM	Light House Rescue Mission	UP	Uplift Family Services		

Appendix E – Survey Results, by Location/Subpopulation

Kings & Tulare Counties: Sheltered & Unsheltered

Kings & Tulare Counties: Sheltered

Kings & Tulare Counties: Unsheltered

Kings & Tulare Counties: Chronically Homeless

Kings & Tulare Counties: Disabled

Kings & Tulare Counties: Veterans

Kings & Tulare Counties: Sheltered

Kings & Tulare Counties: Unsheltered

Kings County: Sheltered & Unsheltered

Kings County: Chronically Homeless

Kings County: Sheltered

Kings County: Unsheltered

Kings County: Chronically Homeless

Kings County: Hanford

Kings County: Balance of County

Tulare County: Sheltered & Unsheltered

Tulare County: Chronically Homeless

Tulare County: Sheltered

Tulare County: Unsheltered

Tulare County: Porterville

Tulare County: Tulare

Tulare County: Visalia

Tulare County: Balance of County

PIT Survey

2019 Kings/Tulare Counties: Sheltered & Unsheltered

Total Count	Adults	982	92%
	Children	87	8%
	Unknown	0	0%
	Total	1069	100%
Household Composition	# HH	# People	
	Households with Children	41	135
	Households without Children	869	934
	Households with only Children	0	0
	Total	910	1069
Unaccompanied/ Parenting Youth (up to age 24)	# HH	# People	
	Unaccompanied Children (<18)	0	0
	Unaccompanied Youth (18-24)	71	74
	Parenting Youth (18-24)	3	6
	Total	74	80
Chronically Homeless	# HH	# People	
	Households with Children	6	23
	Households without Children	242	277
	No	232	294
	Unknown	430	475
	Total	910	1069
Homeless One Year or More (adults only)	Yes	485	49%
	No	378	38%
	Unknown	119	12%
	Total	982	100%
# Times Homeless Past 3 Years (adults only)	Less Than 4	311	32%
	At Least 4	118	12%
	Unknown	553	56%
	Total	982	100%
Gender	Female	420	39%
	Male	645	60%
	Transgender	1	0%
	Unknown	3	0%
	Total	1069	100%
Age Group	<18	87	8%
	18-24	80	7%
	25-34	215	20%
	35-44	263	25%
	45-54	213	20%
	55-64	164	15%
	65-69	35	3%
	70+	12	1%
	Total	1069	100%
Ethnicity	Hispanic/Latino	456	43%
	Non-Hispanic/Latino	556	52%
	Unknown	57	5%
	Total	1069	100%
Race	American Indian/ Alaskan Native	48	4%
	Asian	11	1%
	Black/African American	105	10%
	Native Hawaiian/ Other Pacific	6	1%
	White	794	74%
	Multiple Races	30	3%
	Unknown	75	7%
	Total	1069	100%
Currently Fleeing Domestic Violence^ (adults only)	Yes	58	8%
	No	542	71%
	Unknown	162	21%
	Total	762	100%

Place Slept Last Night	Place not meant for human	780	73%
	Emergency Shelter	155	14%
	Transitional Housing	134	13%
	Total	1069	100%
Location of Last Stable Housing^ (adults only)	Within Kings County	163	21%
	Within Tulare County	407	53%
	Within State of CA	38	5%
	Another State	18	2%
	Another Country	0	0%
	Unknown	136	18%
	# of Responses	762	100%
Veteran (adults only)	Yes	90	9%
	No	855	87%
	Unknown	37	4%
	Total	982	100%
Disabling Condition (adults only)	Yes	564	80%
	No	145	20%
	# of Responses	709	100%
Barriers* (adults only)	Chronic Health	301	54%
	Developmental	97	17%
	HIV/AIDS	7	1%
	Mental Illness	317	57%
	Physical	265	48%
	Substance Abuse	199	36%
	# of Responses	557	-
Reason for Homelessness^ (adults only)	Substance Abuse	56	9%
	Medical Condition	40	7%
	Mental Health Condition	24	4%
	Eviction	103	17%
	Argument w/ family/friends	72	12%
	Domestic Violence	23	4%
	Hospital Discharge	2	0%
	Jail/Prison Discharge	34	6%
	Divorce/Separation	36	6%
	Foreclosure	6	1%
	No affordable housing	52	9%
	Substandard housing	3	0%
	Aged out of foster care	2	0%
	Lost benefits	4	1%
	Unemployment	116	19%
	Pets not Allowed	2	0%
	Other	46	8%
	# of Responses	611	-
Benefits^ (adults only)	No Financial Resources	406	64%
	Earned Income	51	8%
	Unemployment	4	1%
	Veteran's Benefits	28	4%
	Child Support	6	1%
	General Assistance	27	4%
	TANF	14	2%
	SSI	82	13%
	SSDI	32	5%
	Social Security Retirement	5	1%
	Private Disability	0	0%
	Alimony	2	0%
	Pension	6	1%
	Other	11	2%
	# of Responses	631	-

^ Data only reported on unsheltered clients.

* Subpopulations are not mutually exclusive and a given person may fall into more than one subpopulation category.

PIT Survey 2019 Kings/Tulare Counties: Sheltered

Total Count	Adults	220	76%
	Children	69	24%
	Unknown	0	0%
	Total	289	100%
Household Composition	# HH	# People	
	Households with Children	32	101
	Households without Children	188	188
	Households with only Children	0	0
	Total	220	289
Unaccompanied/ Parenting Youth (up to age 24)	# HH	# People	
	Unaccompanied Children (<18)	0	0
	Unaccompanied Youth (18-24)	29	29
	Parenting Youth (18-24)	3	6
	Total	32	35
Chronically Homeless	# HH	# People	
	Households with Children	1	2
	Households without Children	10	10
	No	198	257
	Unknown	11	20
	Total	220	289
Homeless One Year or More (adults only)	Yes	44	20%
	No	114	52%
	Unknown	62	28%
	Total	220	100%
# Times Homeless Past 3 Years (adults only)	Less Than 4	114	52%
	At Least 4	41	19%
	Unknown	65	30%
	Total	220	100%
Gender	Female	133	46%
	Male	156	54%
	Transgender	0	0%
	Unknown	0	0%
	Total	289	100%
Age Group	<18	69	24%
	18-24	33	11%
	25-34	59	20%
	35-44	58	20%
	45-54	44	15%
	55-64	21	7%
	65-69	3	1%
	70+	2	1%
	Total	289	100%
Ethnicity	Hispanic/Latino	132	46%
	Non-Hispanic/Latino	157	54%
	Unknown	0	0%
	Total	289	100%
Race	American Indian/ Alaskan Native	11	4%
	Asian	5	2%
	Black/African American	40	14%
	Native Hawaiian/ Other Pacific	2	1%
	White	229	79%
	Multiple Races	2	1%
	Unknown	0	0%
	Total	289	100%
Currently Fleeing Domestic Violence^ (adults only)	Yes	0	#DIV/0!
	No	0	#DIV/0!
	Unknown	0	#DIV/0!
	Total	0	#DIV/0!

Place Slept Last Night	Place not meant for human	0	0%
	Emergency Shelter	155	54%
	Transitional Housing	134	46%
	Total	289	100%
Location of Last Stable Housing^ (adults only)	Within Kings County	0	#DIV/0!
	Within Tulare County	0	#DIV/0!
	Within State of CA	0	#DIV/0!
	Another State	0	#DIV/0!
	Another Country	0	#DIV/0!
	Unknown	0	#DIV/0!
	# of Responses	0	#DIV/0!
Veteran (adults only)	Yes	10	5%
	No	208	95%
	Unknown	2	1%
	Total	220	100%
Disabling Condition (adults only)	Yes	59	97%
	No	2	3%
	# of Responses	61	100%
Barriers* (adults only)	Chronic Health	16	28%
	Developmental	6	11%
	HIV/AIDS	0	0%
	Mental Illness	45	79%
	Physical	17	30%
	Substance Abuse	13	23%
	# of Responses	57	-
Reason for Homelessness^ (adults only)	Substance Abuse	0	#DIV/0!
	Medical Condition	0	#DIV/0!
	Mental Health Condition	0	#DIV/0!
	Eviction	0	#DIV/0!
	Argument w/ family/friends	0	#DIV/0!
	Domestic Violence	0	#DIV/0!
	Hospital Discharge	0	#DIV/0!
	Jail/Prison Discharge	0	#DIV/0!
	Divorce/Separation	0	#DIV/0!
	Foreclosure	0	#DIV/0!
	No affordable housing	0	#DIV/0!
	Substandard housing	0	#DIV/0!
	Aged out of foster care	0	#DIV/0!
	Lost benefits	0	#DIV/0!
	Unemployment	0	#DIV/0!
	Pets not Allowed	0	#DIV/0!
	Other	0	#DIV/0!
	# of Responses	0	-
Benefits^ (adults only)	No Financial Resources	0	#DIV/0!
	Earned Income	0	#DIV/0!
	Unemployment	0	#DIV/0!
	Veteran's Benefits	0	#DIV/0!
	Child Support	0	#DIV/0!
	General Assistance	0	#DIV/0!
	TANF	0	#DIV/0!
	SSI	0	#DIV/0!
	SSDI	0	#DIV/0!
	Social Security Retirement	0	#DIV/0!
	Private Disability	0	#DIV/0!
	Alimony	0	#DIV/0!
	Pension	0	#DIV/0!
	Other	0	#DIV/0!
	# of Responses	0	-

^ Data only reported on unsheltered clients.

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PIT Survey

2019 Kings/Tulare Counties: Unsheltered

Total Count	Adults	762	98%
	Children	18	2%
	Unknown	0	0%
	Total	780	100%
Household Composition	# HH	# People	
	Households with Children	9	34
	Households without Children	681	746
	Households with only Children	0	0
	Total	690	780
Unaccompanied/ Parenting Youth (up to age 24)	# HH	# People	
	Unaccompanied Children (<18)	0	0
	Unaccompanied Youth (18-24)	42	45
	Parenting Youth (18-24)	0	0
	Total	42	45
Chronically Homeless	# HH	# People	
	Households with Children	5	21
	Households without Children	232	267
	No	34	37
	Unknown	419	455
	Total	690	780
Homeless One Year or More (adults only)	Yes	441	58%
	No	264	35%
	Unknown	57	7%
	Total	762	100%
# Times Homeless Past 3 Years (adults only)	Less Than 4	197	26%
	At Least 4	77	10%
	Unknown	488	64%
	Total	762	100%
Gender	Female	287	37%
	Male	489	63%
	Transgender	1	0%
	Unknown	3	0%
	Total	780	100%
Age Group	<18	18	2%
	18-24	47	6%
	25-34	156	20%
	35-44	205	26%
	45-54	169	22%
	55-64	143	18%
	65-69	32	4%
	70+	10	1%
	Total	780	100%
Ethnicity	Hispanic/Latino	324	42%
	Non-Hispanic/Latino	399	51%
	Unknown	57	7%
	Total	780	100%
Race	American Indian/ Alaskan Native	37	5%
	Asian	6	1%
	Black/African American	65	8%
	Native Hawaiian/ Other Pacific	4	1%
	White	565	72%
	Multiple Races	28	4%
	Unknown	75	10%
	Total	780	100%
Currently Fleeing Domestic Violence^ (adults only)	Yes	58	8%
	No	542	71%
	Unknown	162	21%
	Total	762	100%

Place Slept Last Night	Place not meant for human	780	100%
	Emergency Shelter	0	0%
	Transitional Housing	0	0%
	Total	780	100%
Location of Last Stable Housing^ (adults only)	Within Kings County	163	21%
	Within Tulare County	407	53%
	Within State of CA	38	5%
	Another State	18	2%
	Another Country	0	0%
	Unknown	136	18%
	# of Responses	762	100%
Veteran (adults only)	Yes	80	10%
	No	647	85%
	Unknown	35	5%
	Total	762	100%
Disabling Condition (adults only)	Yes	505	78%
	No	143	22%
	# of Responses	648	100%
Barriers* (adults only)	Chronic Health	285	57%
	Developmental	91	18%
	HIV/AIDS	7	1%
	Mental Illness	272	54%
	Physical	248	50%
	Substance Abuse	186	37%
	# of Responses	500	-
Reason for Homelessness^ (adults only)	Substance Abuse	56	9%
	Medical Condition	40	7%
	Mental Health Condition	24	4%
	Eviction	103	17%
	Argument w/ family/friends	72	12%
	Domestic Violence	23	4%
	Hospital Discharge	2	0%
	Jail/Prison Discharge	34	6%
	Divorce/Separation	36	6%
	Foreclosure	6	1%
	No affordable housing	52	9%
	Substandard housing	3	0%
	Aged out of foster care	2	0%
	Lost benefits	4	1%
	Unemployment	116	19%
	Pets not Allowed	2	0%
	Other	46	8%
	# of Responses	611	-
Benefits^ (adults only)	No Financial Resources	406	64%
	Earned Income	51	8%
	Unemployment	4	1%
	Veteran's Benefits	28	4%
	Child Support	6	1%
	General Assistance	27	4%
	TANF	14	2%
	SSI	82	13%
	SSDI	32	5%
	Social Security Retirement	5	1%
	Private Disability	0	0%
	Alimony	2	0%
	Pension	6	1%
	Other	11	2%
	# of Responses	631	-

^ Data only reported on unsheltered clients.

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PIT Survey

2019 Kings/Tulare Counties: Chronically Homeless

Total Count	Adults	287	96%
	Children	13	4%
	Unknown	0	0%
	Total	300	100%
Household Composition	# HH	# People	
	Households with Children	6	23
	Households without Children	242	277
	Households with only Children	0	0
	Total	248	300
Unaccompanied/ Parenting Youth (up to age 24)	# HH	# People	
	Unaccompanied Children (<18)	0	0
	Unaccompanied Youth (18-24)	8	9
	Parenting Youth (18-24)	0	0
Chronically Homeless	Total	8	9
	# HH	# People	
	Households with Children	6	23
	Households without Children	242	277
	No	0	0
Homeless One Year or More (adults only)	Unknown	0	0
	Total	248	300
	Yes	261	91%
	No	24	8%
# Times Homeless Past 3 Years (adults only)	Unknown	2	1%
	Total	287	100%
	Less Than 4	84	29%
	At Least 4	49	17%
Gender	Unknown	154	54%
	Total	287	100%
	Female	116	39%
	Male	181	60%
	Transgender	1	0%
Age Group	Unknown	2	1%
	Total	300	100%
	<18	13	4%
	18-24	11	4%
	25-34	47	16%
	35-44	81	27%
	45-54	64	21%
	55-64	66	22%
Ethnicity	65-69	13	4%
	70+	5	2%
	Total	300	100%
	Hispanic/Latino	120	40%
Race	Non-Hispanic/Latino	175	58%
	Unknown	5	2%
	Total	300	100%
	American Indian/ Alaskan Native	15	5%
Currently Fleeing Domestic Violence^ (adults only)	Asian	1	0%
	Black/African American	29	10%
	Native Hawaiian/ Other Pacific	2	1%
	White	222	74%
	Multiple Races	8	3%
	Unknown	23	8%
	Total	300	100%
	Yes	17	6%
Total	No	227	82%
	Unknown	32	12%
	Total	276	100%

Place Slept Last Night	Place not meant for human	288	96%
	Emergency Shelter	12	4%
	Transitional Housing	0	0%
	Total	300	100%
Location of Last Stable Housing^ (adults only)	Within Kings County	53	19%
	Within Tulare County	168	61%
	Within State of CA	18	7%
	Another State	7	3%
	Another Country	0	0%
	Unknown	30	11%
Veteran (adults only)	# of Responses	276	100%
	Yes	32	11%
	No	255	89%
	Unknown	0	0%
Disabling Condition (adults only)	Total	287	100%
	Yes	272	95%
	No	13	5%
Barriers* (adults only)	# of Responses	285	100%
	Chronic Health	161	61%
	Developmental	69	26%
	HIV/AIDS	4	2%
	Mental Illness	167	63%
	Physical	150	56%
Reason for Homelessness^ (adults only)	Substance Abuse	97	36%
	# of Responses	266	-
	Substance Abuse	32	13%
	Medical Condition	23	9%
	Mental Health Condition	15	6%
	Eviction	29	12%
	Argument w/ family/friends	32	13%
	Domestic Violence	5	2%
	Hospital Discharge	1	0%
	Jail/Prison Discharge	14	6%
	Divorce/Separation	19	8%
	Foreclosure	3	1%
	No affordable housing	24	10%
	Substandard housing	1	0%
Benefits^ (adults only)	Aged out of foster care	0	0%
	Lost benefits	3	1%
	Unemployment	32	13%
	Pets not Allowed	1	0%
	Other	19	8%
	# of Responses	245	-
	No Financial Resources	154	61%
	Earned Income	21	8%
Total	Unemployment	2	1%
	Veteran's Benefits	10	4%
	Child Support	4	2%
	General Assistance	12	5%
	TANF	5	2%
	SSI	31	12%
	SSDI	16	6%
	Social Security Retirement	4	2%
	Private Disability	0	0%
	Alimony	2	1%
Total	Pension	2	1%
	Other	8	3%
	# of Responses	251	-

^ Data only reported on unsheltered clients.

* Subpopulations are not mutually exclusive and a given person may fall into more than one subpopulation category.

PIT Survey 2019 Kings/Tulare Counties: Disabled

Total Count	Adults	564	100%
	Children	0	0%
	Unknown	0	0%
	Total	564	100%
Household Composition	# HH	# People	
	Households with Children	13	18
	Households without Children	502	546
	Households with only Children	0	0
	Total	515	564
Unaccompanied/ Parenting Youth (up to age 24)	# HH	# People	
	Unaccompanied Children (<18)	0	0
	Unaccompanied Youth (18-24)	34	35
	Parenting Youth (18-24)	2	2
	Total	36	37
Chronically Homeless	# HH	# People	
	Households with Children	5	9
	Households without Children	238	263
	No	49	49
	Unknown	223	243
	Total	515	564
Homeless One Year or More (adults only)	Yes	350	62%
	No	186	33%
	Unknown	28	5%
	Total	564	100%
# Times Homeless Past 3 Years (adults only)	Less Than 4	170	30%
	At Least 4	81	14%
	Unknown	313	55%
	Total	564	100%
Gender	Female	235	42%
	Male	326	58%
	Transgender	1	0%
	Unknown	2	0%
	Total	564	100%
Age Group	<18	0	0%
	18-24	38	7%
	25-34	118	21%
	35-44	149	26%
	45-54	131	23%
	55-64	104	18%
	65-69	17	3%
	70+	7	1%
	Total	564	100%
Ethnicity	Hispanic/Latino	232	41%
	Non-Hispanic/Latino	323	57%
	Unknown	9	2%
	Total	564	100%
Race	American Indian/ Alaskan Native	25	4%
	Asian	6	1%
	Black/African American	52	9%
	Native Hawaiian/ Other Pacific	5	1%
	White	418	74%
	Multiple Races	18	3%
	Unknown	40	7%
	Total	564	100%
Currently Fleeing Domestic Violence^ (adults only)	Yes	49	10%
	No	414	82%
	Unknown	42	8%
	Total	505	100%

Place Slept Last Night	Place not meant for human	505	90%
	Emergency Shelter	26	5%
	Transitional Housing	33	6%
	Total	564	100%
Location of Last Stable Housing^ (adults only)	Within Kings County	116	23%
	Within Tulare County	304	60%
	Within State of CA	30	6%
	Another State	17	3%
	Another Country	0	0%
	Unknown	38	8%
	# of Responses	505	100%
Veteran (adults only)	Yes	56	10%
	No	506	90%
	Unknown	2	0%
	Total	564	100%
Disabling Condition (adults only)	Yes	564	100%
	No	0	0%
	# of Responses	564	100%
Barriers* (adults only)	Chronic Health	301	54%
	Developmental	97	17%
	HIV/AIDS	7	1%
	Mental Illness	317	57%
	Physical	265	48%
	Substance Abuse	199	36%
	# of Responses	557	-
Reason for Homelessness^ (adults only)	Substance Abuse	46	10%
	Medical Condition	32	7%
	Mental Health Condition	23	5%
	Eviction	67	15%
	Argument w/ family/friends	56	12%
	Domestic Violence	15	3%
	Hospital Discharge	2	0%
	Jail/Prison Discharge	24	5%
	Divorce/Separation	26	6%
	Foreclosure	1	0%
	No affordable housing	42	9%
	Substandard housing	3	1%
	Aged out of foster care	1	0%
	Lost benefits	4	1%
	Unemployment	76	17%
	Pets not Allowed	2	0%
	Other	32	7%
	# of Responses	458	-
Benefits^ (adults only)	No Financial Resources	281	60%
	Earned Income	42	9%
	Unemployment	4	1%
	Veteran's Benefits	22	5%
	Child Support	5	1%
	General Assistance	21	4%
	TANF	9	2%
	SSI	74	16%
	SSDI	30	6%
	Social Security Retirement	5	1%
	Private Disability	0	0%
	Alimony	2	0%
	Pension	3	1%
	Other	8	2%
	# of Responses	471	-

^ Data only reported on unsheltered clients.

* Subpopulations are not mutually exclusive and a given person may fall into more than one subpopulation category.

PIT Survey 2019 Kings/Tulare Counties: Veterans

Total Count	Adults	90	98%
	Children	2	2%
	Unknown	0	0%
	Total	92	100%
Household Composition	# HH # People		
	Households with Children	0	4
	Households without Children	87	88
	Households with only Children	0	0
	Total	87	92
Unaccompanied/ Parenting Youth (up to age 24)	# HH # People		
	Unaccompanied Children (<18)	0	0
	Unaccompanied Youth (18-24)	4	5
	Parenting Youth (18-24)	0	0
	Total	4	5
Chronically Homeless	# HH # People		
	Households with Children	0	3
	Households without Children	30	31
	No	17	17
	Unknown	40	41
	Total	87	92
Homeless One Year or More (adults only)	Yes	47	52%
	No	36	40%
	Unknown	7	8%
	Total	90	100%
# Times Homeless Past 3 Years (adults only)	Less Than 4	35	39%
	At Least 4	13	14%
	Unknown	42	47%
	Total	90	100%
Gender	Female	3	3%
	Male	87	95%
	Transgender	0	0%
	Unknown	2	2%
	Total	92	100%
Age Group	<18	2	2%
	18-24	5	5%
	25-34	20	22%
	35-44	18	20%
	45-54	26	28%
	55-64	12	13%
	65-69	6	7%
	70+	3	3%
	Total	92	100%
Ethnicity	Hispanic/Latino	45	49%
	Non-Hispanic/Latino	25	27%
	Unknown	22	24%
	Total	92	100%
Race	American Indian/ Alaskan Native	2	2%
	Asian	1	1%
	Black/African American	11	12%
	Native Hawaiian/ Other Pacific	0	0%
	White	29	32%
	Multiple Races	5	5%
	Unknown	44	48%
	Total	92	100%
Currently Fleeing Domestic Violence^ (adults only)	Yes	6	8%
	No	37	46%
	Unknown	37	46%
	Total	80	100%

Place Slept Last Night	Place not meant for human	82	89%
	Emergency Shelter	7	8%
	Transitional Housing	3	3%
	Total	92	100%
Location of Last Stable Housing^ (adults only)	Within Kings County	14	18%
	Within Tulare County	34	43%
	Within State of CA	2	3%
	Another State	4	5%
	Another Country	0	0%
	Unknown	26	33%
	# of Responses	80	100%
Veteran (adults only)	Yes	90	100%
	No	0	0%
	Unknown	0	0%
	Total	90	100%
Disabling Condition (adults only)	Yes	56	86%
	No	9	14%
	# of Responses	65	100%
Barriers* (adults only)	Chronic Health	31	56%
	Developmental	6	11%
	HIV/AIDS	1	2%
	Mental Illness	33	60%
	Physical	33	60%
	Substance Abuse	12	22%
	# of Responses	55	-
Reason for Homelessness^ (adults only)	Substance Abuse	3	6%
	Medical Condition	5	9%
	Mental Health Condition	1	2%
	Eviction	14	26%
	Argument w/ family/friends	5	9%
	Domestic Violence	2	4%
	Hospital Discharge	1	2%
	Jail/Prison Discharge	3	6%
	Divorce/Separation	2	4%
	Foreclosure	0	0%
	No affordable housing	3	6%
	Substandard housing	0	0%
	Aged out of foster care	0	0%
	Lost benefits	0	0%
	Unemployment	9	17%
	Pets not Allowed	0	0%
	Other	6	11%
	# of Responses	53	-
Benefits^ (adults only)	No Financial Resources	28	39%
	Earned Income	5	7%
	Unemployment	0	0%
	Veteran's Benefits	26	36%
	Child Support	0	0%
	General Assistance	1	1%
	TANF	0	0%
	SSI	19	26%
	SSDI	6	8%
	Social Security Retirement	3	4%
	Private Disability	0	0%
	Alimony	0	0%
	Pension	3	4%
	Other	0	0%
	# of Responses	72	-

^ Data only reported on unsheltered clients.

* Subpopulations are not mutually exclusive and a given person may fall into more than one subpopulation category.

PIT Survey

2019 Kings County: Sheltered & Unsheltered

Total Count	Adults	231	92%
	Children	19	8%
	Unknown	0	0%
	Total	250	100%
Household Composition	# HH	# People	
	Households with Children	9	29
	Households without Children	214	221
	Households with only Children	0	0
	Total	223	250
Unaccompanied/ Parenting Youth (up to age 24)	# HH	# People	
	Unaccompanied Children (<18)	0	0
	Unaccompanied Youth (18-24)	15	15
	Parenting Youth (18-24)	0	0
Chronically Homeless	Total	15	15
	# HH	# People	
	Households with Children	0	0
	Households without Children	60	63
	No	36	52
Homeless One Year or More (adults only)	Unknown	127	135
	Total	223	250
	Yes	121	52%
	No	96	42%
# Times Homeless Past 3 Years (adults only)	Unknown	14	6%
	Total	231	100%
	Less Than 4	69	30%
	At Least 4	33	14%
Gender	Unknown	129	56%
	Total	231	100%
	Female	84	34%
	Male	166	66%
	Transgender	0	0%
Age Group	Unknown	0	0%
	Total	250	100%
	<18	19	8%
	18-24	16	6%
	25-34	53	21%
	35-44	60	24%
	45-54	52	21%
	55-64	40	16%
	65-69	6	2%
Ethnicity	70+	4	2%
	Total	250	100%
	Hispanic/Latino	123	49%
	Non-Hispanic/Latino	115	46%
Race	Unknown	12	5%
	Total	250	100%
	American Indian/ Alaskan Native	13	5%
	Asian	1	0%
	Black/African American	30	12%
	Native Hawaiian/ Other Pacific	1	0%
	White	178	71%
	Multiple Races	6	2%
Currently Fleeing Domestic Violence^ (adults only)	Unknown	21	8%
	Total	250	100%
	Yes	14	7%
	No	161	82%
Total	Unknown	22	11%
	Total	197	100%

Place Slept Last Night	Place not meant for human	200	80%
	Emergency Shelter	43	17%
	Transitional Housing	7	3%
	Total	250	100%
Location of Last Stable Housing^ (adults only)	Within Kings County	47	24%
	Within Tulare County	115	58%
	Within State of CA	10	5%
	Another State	10	5%
	Another Country	0	0%
	Unknown	15	8%
Veteran (adults only)	# of Responses	197	100%
	Yes	29	13%
	No	196	85%
	Unknown	6	3%
Disabling Condition (adults only)	Total	231	100%
	Yes	151	78%
	No	42	22%
Barriers* (adults only)	# of Responses	193	100%
	Chronic Health	86	57%
	Developmental	22	15%
	HIV/AIDS	2	1%
	Mental Illness	78	52%
	Physical	72	48%
Reason for Homelessness^ (adults only)	Substance Abuse	59	39%
	# of Responses	151	-
	Substance Abuse	16	9%
	Medical Condition	9	5%
	Mental Health Condition	10	6%
	Eviction	26	15%
	Argument w/ family/friends	19	11%
	Domestic Violence	5	3%
	Hospital Discharge	2	1%
	Jail/Prison Discharge	15	8%
Benefits^ (adults only)	Divorce/Separation	8	5%
	Foreclosure	2	1%
	No affordable housing	12	7%
	Substandard housing	1	1%
	Aged out of foster care	1	1%
	Lost benefits	2	1%
	Unemployment	36	20%
	Pets not Allowed	0	0%
	Other	14	8%
	# of Responses	177	-
Benefits^ (adults only)	No Financial Resources	118	64%
	Earned Income	13	7%
	Unemployment	1	1%
	Veteran's Benefits	10	5%
	Child Support	3	2%
	General Assistance	7	4%
	TANF	5	3%
	SSI	23	13%
	SSDI	7	4%
	Social Security Retirement	3	2%
	Private Disability	0	0%
	Alimony	0	0%
	Pension	3	2%
Total	Other	3	2%
	# of Responses	183	-

^ Data only reported on unsheltered clients.

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PIT Survey 2019 Kings County: Sheltered

Total Count	Adults	34	68%
	Children	16	32%
	Unknown	0	0%
	Total	50	100%
Household Composition	# HH	# People	
	Households with Children	7	23
	Households without Children	27	27
	Households with only Children	0	0
	Total	34	50
Unaccompanied/ Parenting Youth (up to age 24)	# HH	# People	
	Unaccompanied Children (<18)	0	0
	Unaccompanied Youth (18-24)	3	3
	Parenting Youth (18-24)	0	0
Chronically Homeless	Total	3	3
	# HH	# People	
	Households with Children	0	0
	Households without Children	2	2
	No	30	46
Homeless One Year or More (adults only)	Unknown	2	2
	Total	34	50
	Yes	8	24%
	No	20	59%
# Times Homeless Past 3 Years (adults only)	Unknown	6	18%
	Total	34	100%
	Less Than 4	17	50%
	At Least 4	9	26%
Gender	Unknown	8	24%
	Total	20	59%
	Female	21	42%
	Male	29	58%
	Transgender	0	0%
Age Group	Unknown	0	0%
	Total	50	100%
	<18	16	32%
	18-24	4	8%
	25-34	13	26%
	35-44	8	16%
	45-54	7	14%
	55-64	2	4%
	65-69	0	0%
Ethnicity	70+	0	0%
	Total	50	100%
	Hispanic/Latino	24	48%
	Non-Hispanic/Latino	26	52%
Race	Unknown	0	0%
	Total	50	100%
	American Indian/ Alaskan Native	5	10%
	Asian	0	0%
	Black/African American	7	14%
	Native Hawaiian/ Other Pacific	0	0%
	White	38	76%
	Multiple Races	0	0%
Currently Fleeing Domestic Violence^ (adults only)	Unknown	0	0%
	Total	50	100%
	Yes	0	#DIV/0!
	No	0	#DIV/0!
	Unknown	0	#DIV/0!
	Total	0	#DIV/0!
	Yes	0	#DIV/0!
	No	0	#DIV/0!

Place Slept Last Night	Place not meant for human	0	0%
	Emergency Shelter	43	86%
	Transitional Housing	7	14%
	Total	50	100%
Location of Last Stable Housing^ (adults only)	Within Kings County	0	#DIV/0!
	Within Tulare County	0	#DIV/0!
	Within State of CA	0	#DIV/0!
	Another State	0	#DIV/0!
	Another Country	0	#DIV/0!
	Unknown	0	#DIV/0!
Veteran (adults only)	# of Responses	0	#DIV/0!
	Yes	2	6%
	No	31	91%
	Unknown	1	3%
Disabling Condition (adults only)	Total	34	100%
	Yes	8	100%
	No	0	0%
Barriers* (adults only)	# of Responses	8	100%
	Chronic Health	6	75%
	Developmental	2	25%
	HIV/AIDS	0	0%
	Mental Illness	5	63%
	Physical	5	63%
Reason for Homelessness^ (adults only)	Substance Abuse	1	13%
	# of Responses	8	-
	Substance Abuse	0	#DIV/0!
	Medical Condition	0	#DIV/0!
	Mental Health Condition	0	#DIV/0!
	Eviction	0	#DIV/0!
	Argument w/ family/friends	0	#DIV/0!
	Domestic Violence	0	#DIV/0!
	Hospital Discharge	0	#DIV/0!
	Jail/Prison Discharge	0	#DIV/0!
	Divorce/Separation	0	#DIV/0!
	Foreclosure	0	#DIV/0!
	No affordable housing	0	#DIV/0!
	Substandard housing	0	#DIV/0!
	Aged out of foster care	0	#DIV/0!
Benefits^ (adults only)	Lost benefits	0	#DIV/0!
	Unemployment	0	#DIV/0!
	Pets not Allowed	0	#DIV/0!
	Other	0	#DIV/0!
	# of Responses	0	-
	No Financial Resources	0	#DIV/0!
	Earned Income	0	#DIV/0!
	Unemployment	0	#DIV/0!
	Veteran's Benefits	0	#DIV/0!
	Child Support	0	#DIV/0!
	General Assistance	0	#DIV/0!
	TANF	0	#DIV/0!
	SSI	0	#DIV/0!
	SSDI	0	#DIV/0!
	Social Security Retirement	0	#DIV/0!
	Private Disability	0	#DIV/0!
	Alimony	0	#DIV/0!
	Pension	0	#DIV/0!
	Other	0	#DIV/0!
	# of Responses	0	-

^ Data only reported on unsheltered clients.

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PIT Survey 2019 Kings County: Unsheltered

Total Count	Adults	197	99%
	Children	3	2%
	Unknown	0	0%
	Total	200	100%
Household Composition	# HH	# People	
	Households with Children	2	6
	Households without Children	187	194
	Households with only Children	0	0
	Total	189	200
Unaccompanied/ Parenting Youth (up to age 24)	# HH	# People	
	Unaccompanied Children (<18)	0	0
	Unaccompanied Youth (18-24)	12	12
	Parenting Youth (18-24)	0	0
Chronically Homeless	Total	12	12
	# HH	# People	
	Households with Children	0	0
	Households without Children	58	61
	No	6	6
Homeless One Year or More (adults only)	Unknown	125	133
	Total	189	200
	Yes	113	57%
	No	76	39%
# Times Homeless Past 3 Years (adults only)	Unknown	8	4%
	Total	197	100%
	Less Than 4	52	26%
	At Least 4	24	12%
Gender	Unknown	121	61%
	Total	197	100%
	Female	63	32%
	Male	137	69%
	Transgender	0	0%
Age Group	Unknown	0	0%
	Total	200	100%
	<18	3	2%
	18-24	12	6%
	25-34	40	20%
	35-44	52	26%
	45-54	45	23%
	55-64	38	19%
	65-69	6	3%
Ethnicity	70+	4	2%
	Total	200	100%
	Hispanic/Latino	99	50%
	Non-Hispanic/Latino	89	45%
Race	Unknown	12	6%
	Total	200	100%
	American Indian/ Alaskan Native	8	4%
	Asian	1	1%
	Black/African American	23	12%
	Native Hawaiian/ Other Pacific	1	1%
	White	140	70%
	Multiple Races	6	3%
Currently Fleeing Domestic Violence^ (adults only)	Unknown	21	11%
	Total	200	100%
	Yes	14	7%
	No	161	82%
Total Count	Unknown	22	11%
	Total	197	100%
	Yes	14	7%
	No	161	82%

Place Slept Last Night	Place not meant for human	200	100%
	Emergency Shelter	0	0%
	Transitional Housing	0	0%
	Total	200	100%
Location of Last Stable Housing^ (adults only)	Within Kings County	47	24%
	Within Tulare County	115	58%
	Within State of CA	10	5%
	Another State	10	5%
	Another Country	0	0%
	Unknown	15	8%
Veteran (adults only)	# of Responses	197	100%
	Yes	27	14%
	No	165	84%
	Unknown	5	3%
Disabling Condition (adults only)	Total	197	100%
	Yes	143	77%
	No	42	23%
Barriers* (adults only)	# of Responses	185	100%
	Chronic Health	80	56%
	Developmental	20	14%
	HIV/AIDS	2	1%
	Mental Illness	73	51%
	Physical	67	47%
Reason for Homelessness^ (adults only)	Substance Abuse	58	41%
	# of Responses	143	-
	Substance Abuse	16	9%
	Medical Condition	9	5%
	Mental Health Condition	10	6%
	Eviction	26	15%
	Argument w/ family/friends	19	11%
	Domestic Violence	5	3%
	Hospital Discharge	2	1%
	Jail/Prison Discharge	15	8%
	Divorce/Separation	8	5%
	Foreclosure	2	1%
	No affordable housing	12	7%
	Substandard housing	1	1%
Benefits^ (adults only)	Aged out of foster care	1	1%
	Lost benefits	2	1%
	Unemployment	36	20%
	Pets not Allowed	0	0%
	Other	14	8%
	# of Responses	177	-
	No Financial Resources	118	64%
	Earned Income	13	7%
	Unemployment	1	1%
	Veteran's Benefits	10	5%
Total Count	Child Support	3	2%
	General Assistance	7	4%
	TANF	5	3%
	SSI	23	13%
	SSDI	7	4%
	Social Security Retirement	3	2%
	Private Disability	0	0%
	Alimony	0	0%
	Pension	3	2%
	Other	3	2%
Benefits^ (adults only)	# of Responses	183	-
	Yes	14	7%
	No	161	82%
	Unknown	22	11%

^ Data only reported on unsheltered clients.

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PIT Survey

2019 Kings County: Chronic Homeless

Total Count	Adults	63	100%
	Children	0	0%
	Unknown	0	0%
	Total	63	100%
Household Composition	# HH	# People	
	Households with Children	0	0
	Households without Children	60	63
	Households with only Children	0	0
	Total	60	63
Unaccompanied/ Parenting Youth (up to age 24)	# HH	# People	
	Unaccompanied Children (<18)	0	0
	Unaccompanied Youth (18-24)	2	2
	Parenting Youth (18-24)	0	0
Chronically Homeless	Total	2	2
	# HH	# People	
	Households with Children	0	0
	Households without Children	60	63
	No	0	0
Homeless One Year or More (adults only)	Unknown	0	0
	Total	63	100%
# Times Homeless Past 3 Years (adults only)	Less Than 4	21	33%
	At Least 4	12	19%
	Unknown	30	48%
	Total	63	100%
Gender	Female	19	30%
	Male	44	70%
	Transgender	0	0%
	Unknown	0	0%
	Total	63	100%
Age Group	<18	0	0%
	18-24	2	3%
	25-34	7	11%
	35-44	20	32%
	45-54	14	22%
	55-64	15	24%
	65-69	4	6%
	70+	1	2%
Ethnicity	Total	63	100%
	Hispanic/Latino	34	54%
	Non-Hispanic/Latino	27	43%
	Unknown	2	3%
Race	Total	63	100%
	American Indian/ Alaskan Native	3	5%
	Asian	0	0%
	Black/African American	7	11%
	Native Hawaiian/ Other Pacific	0	0%
	White	46	73%
	Multiple Races	0	0%
	Unknown	7	11%
Currently Fleeing Domestic Violence^ (adults only)	Total	63	100%
	Yes	3	5%
	No	53	87%
	Unknown	5	8%

Place Slept Last Night	Place not meant for human	61	97%
	Emergency Shelter	2	3%
	Transitional Housing	0	0%
	Total	63	100%
Location of Last Stable Housing^ (adults only)	Within Kings County	14	23%
	Within Tulare County	36	59%
	Within State of CA	4	7%
	Another State	3	5%
	Another Country	0	0%
	Unknown	4	7%
Veteran (adults only)	# of Responses	61	100%
	Yes	9	14%
	No	54	86%
	Unknown	0	0%
Disabling Condition (adults only)	Total	63	100%
	Yes	62	98%
	No	1	2%
	# of Responses	63	100%
Barriers* (adults only)	Chronic Health	41	66%
	Developmental	14	23%
	HIV/AIDS	0	0%
	Mental Illness	40	65%
	Physical	38	61%
	Substance Abuse	21	34%
Reason for Homelessness^ (adults only)	# of Responses	62	-
	Substance Abuse	6	11%
	Medical Condition	4	7%
	Mental Health Condition	7	12%
	Eviction	7	12%
	Argument w/ family/friends	7	12%
	Domestic Violence	1	2%
	Hospital Discharge	1	2%
	Jail/Prison Discharge	5	9%
	Divorce/Separation	4	7%
	Foreclosure	0	0%
	No affordable housing	2	4%
	Substandard housing	0	0%
	Aged out of foster care	0	0%
	Lost benefits	1	2%
	Unemployment	6	11%
	Pets not Allowed	0	0%
	Other	6	11%
Benefits^ (adults only)	# of Responses	57	-
	No Financial Resources	36	61%
	Earned Income	4	7%
	Unemployment	0	0%
	Veteran's Benefits	3	5%
	Child Support	2	3%
	General Assistance	2	3%
	TANF	2	3%
	SSI	8	14%
	SSDI	4	7%
	Social Security Retirement	2	3%
	Private Disability	0	0%
	Alimony	0	0%
	Pension	1	2%
	Other	2	3%
	# of Responses	59	-

^ Data only reported on unsheltered clients.

* Subpopulations are not mutually exclusive and a given person may fall into more than one subpopulation category.

PIT Survey 2019 Kings County: Hanford

Total Count	Adults	215	92%
	Children	18	8%
	Unknown	0	0%
	Total	233	100%
Household Composition	# HH	# People	
	Households with Children	9	28
	Households without Children	198	205
	Households with only Children	0	0
	Total	207	233
Unaccompanied/ Parenting Youth (up to age 24)	# HH	# People	
	Unaccompanied Children (<18)	0	0
	Unaccompanied Youth (18-24)	15	15
	Parenting Youth (18-24)	0	0
Chronically Homeless	Total	15	15
	# HH	# People	
	Households with Children	0	0
	Households without Children	54	57
	No	35	51
Homeless One Year or More (adults only)	Unknown	118	125
	Total	207	233
	Yes	113	53%
	No	89	41%
# Times Homeless Past 3 Years (adults only)	Unknown	13	6%
	Total	215	100%
	Less Than 4	64	30%
	At Least 4	30	14%
Gender	Unknown	121	56%
	Total	215	100%
	Female	82	35%
	Male	151	65%
	Transgender	0	0%
Age Group	Unknown	0	0%
	Total	233	100%
	<18	18	8%
	18-24	16	7%
	25-34	50	21%
	35-44	58	25%
	45-54	45	19%
	55-64	37	16%
	65-69	6	3%
Ethnicity	70+	3	1%
	Total	233	100%
	Hispanic/Latino	109	47%
	Non-Hispanic/Latino	114	49%
Race	Unknown	10	4%
	Total	233	100%
	American Indian/ Alaskan Native	12	5%
	Asian	1	0%
	Black/African American	28	12%
	Native Hawaiian/ Other Pacific	1	0%
	White	165	71%
	Multiple Races	6	3%
Currently Fleeing Domestic Violence^ (adults only)	Unknown	20	9%
	Total	233	100%
	Yes	14	8%
	No	149	82%
Total	Unknown	18	10%
	Total	181	100%

Place Slept Last Night	Place not meant for human	183	79%
	Emergency Shelter	43	18%
	Transitional Housing	7	3%
	Total	233	100%
Location of Last Stable Housing^ (adults only)	Within Kings County	42	23%
	Within Tulare County	109	60%
	Within State of CA	8	4%
	Another State	10	6%
	Another Country	0	0%
	Unknown	12	7%
Veteran (adults only)	# of Responses	181	100%
	Yes	26	12%
	No	184	86%
	Unknown	5	2%
Disabling Condition (adults only)	Total	215	100%
	Yes	139	78%
	No	40	22%
	# of Responses	179	100%
Barriers* (adults only)	Chronic Health	81	58%
	Developmental	18	13%
	HIV/AIDS	2	1%
	Mental Illness	74	53%
	Physical	66	47%
	Substance Abuse	54	39%
Reason for Homelessness^ (adults only)	# of Responses	139	-
	Substance Abuse	13	8%
	Medical Condition	9	5%
	Mental Health Condition	9	5%
	Eviction	26	16%
	Argument w/ family/friends	17	10%
	Domestic Violence	5	3%
	Hospital Discharge	2	1%
	Jail/Prison Discharge	12	7%
	Divorce/Separation	6	4%
	Foreclosure	2	1%
	No affordable housing	12	7%
	Substandard housing	1	1%
	Aged out of foster care	1	1%
	Lost benefits	1	1%
	Unemployment	35	21%
	Pets not Allowed	0	0%
	Other	13	8%
Benefits^ (adults only)	# of Responses	164	-
	No Financial Resources	108	64%
	Earned Income	11	7%
	Unemployment	1	1%
	Veteran's Benefits	8	5%
	Child Support	3	2%
	General Assistance	6	4%
	TANF	5	3%
	SSI	23	14%
	SSDI	7	4%
	Social Security Retirement	3	2%
	Private Disability	0	0%
	Alimony	0	0%
	Pension	2	1%
	Other	3	2%
Total	# of Responses	168	-

^ Data only reported on unsheltered clients.

* Subpopulations are not mutually exclusive and a given person may fall into more than one subpopulation category.

PIT Survey 2019 Kings County: Balance of County

Total Count	Adults	16	94%
	Children	1	6%
	Unknown	0	0%
	Total	17	100%
Household Composition	# HH	# People	
	Households with Children	0	1
	Households without Children	16	16
	Households with only Children	0	0
	Total	16	17
Unaccompanied/ Parenting Youth (up to age 24)	# HH	# People	
	Unaccompanied Children (<18)	0	0
	Unaccompanied Youth (18-24)	0	0
	Parenting Youth (18-24)	0	0
Chronically Homeless	Total	0	0
	# HH	# People	
	Households with Children	0	0
	Households without Children	6	6
	No	1	1
Homeless One Year or More (adults only)	Unknown	9	10
	Total	16	17
	Yes	8	50%
	No	7	44%
# Times Homeless Past 3 Years (adults only)	Unknown	1	6%
	Total	16	100%
	Less Than 4	5	31%
	At Least 4	3	19%
Gender	Unknown	8	50%
	Total	7	44%
	Female	2	12%
	Male	15	88%
	Transgender	0	0%
Age Group	Unknown	0	0%
	Total	0	0%
	<18	1	6%
	18-24	0	0%
	25-34	3	18%
	35-44	2	12%
	45-54	7	41%
	55-64	3	18%
	65-69	0	0%
Ethnicity	70+	1	6%
	Total	17	100%
	Hispanic/Latino	14	82%
	Non-Hispanic/Latino	1	6%
Race	Unknown	2	12%
	Total	17	100%
	American Indian/ Alaskan Native	1	6%
	Asian	0	0%
	Black/African American	2	12%
	Native Hawaiian/ Other Pacific	0	0%
	White	13	76%
	Multiple Races	0	0%
Currently Fleeing Domestic Violence^ (adults only)	Unknown	0	0%
	No	12	75%
	Yes	4	25%
	Total	16	100%

Place Slept Last Night	Place not meant for human	17	100%
	Emergency Shelter	0	0%
	Transitional Housing	0	0%
	Total	17	100%
Location of Last Stable Housing^ (adults only)	Within Kings County	5	31%
	Within Tulare County	6	38%
	Within State of CA	2	13%
	Another State	0	0%
	Another Country	0	0%
	Unknown	3	19%
Veteran (adults only)	# of Responses	16	100%
	Yes	3	19%
	No	12	75%
	Unknown	1	6%
Disabling Condition (adults only)	Total	16	100%
	Yes	12	86%
	No	2	14%
Barriers* (adults only)	# of Responses	14	100%
	Chronic Health	5	42%
	Developmental	4	33%
	HIV/AIDS	0	0%
	Mental Illness	4	33%
	Physical	6	50%
Reason for Homelessness^ (adults only)	Substance Abuse	5	42%
	# of Responses	12	-
	Substance Abuse	3	23%
	Medical Condition	0	0%
	Mental Health Condition	1	8%
	Eviction	0	0%
	Argument w/ family/friends	2	15%
	Domestic Violence	0	0%
	Hospital Discharge	0	0%
	Jail/Prison Discharge	3	23%
	Divorce/Separation	2	15%
	Foreclosure	0	0%
	No affordable housing	0	0%
	Substandard housing	0	0%
	Aged out of foster care	0	0%
Benefits^ (adults only)	Lost benefits	1	8%
	Unemployment	1	8%
	Pets not Allowed	0	0%
	Other	1	8%
	# of Responses	13	-
	No Financial Resources	10	67%
	Earned Income	2	13%
	Unemployment	0	0%
	Veteran's Benefits	2	13%
	Child Support	0	0%
	General Assistance	1	7%
# of Responses	TANF	0	0%
	SSI	0	0%
	SSDI	0	0%
	Social Security Retirement	0	0%
	Private Disability	0	0%
	Alimony	0	0%
	Pension	1	7%
Other	Other	0	0%
	# of Responses	15	-

^ Data only reported on unsheltered clients.

* Subpopulations are not mutually exclusive and a given person may fall into more than one subpopulation category.

PIT Survey

2019 Tulare County: Sheltered & Unsheltered

Total Count	Adults	751	92%
	Children	68	8%
	Unknown	0	0%
	Total	819	100%
Household Composition	# HH	# People	
	Households with Children	32	106
	Households without Children	655	713
	Households with only Children	0	0
	Total	687	819
Unaccompanied/ Parenting Youth (up to age 24)	# HH	# People	
	Unaccompanied Children (<18)	0	0
	Unaccompanied Youth (18-24)	56	59
	Parenting Youth (18-24)	3	6
	Total	59	65
Chronically Homeless	# HH	# People	
	Households with Children	6	23
	Households without Children	182	214
	No	196	242
	Unknown	303	340
	Total	687	819
Homeless One Year or More (adults only)	Yes	364	48%
	No	282	38%
	Unknown	105	14%
	Total	751	100%
# Times Homeless Past 3 Years (adults only)	Less Than 4	242	32%
	At Least 4	85	11%
	Unknown	424	56%
	Total	751	100%
Gender	Female	336	41%
	Male	479	58%
	Transgender	1	0%
	Unknown	3	0%
	Total	819	100%
Age Group	<18	68	8%
	18-24	64	8%
	25-34	162	20%
	35-44	203	25%
	45-54	161	20%
	55-64	124	15%
	65-69	29	4%
	70+	8	1%
	Total	819	100%
Ethnicity	Hispanic/Latino	333	41%
	Non-Hispanic/Latino	441	54%
	Unknown	45	5%
	Total	819	100%
Race	American Indian/ Alaskan Native	35	4%
	Asian	10	1%
	Black/African American	75	9%
	Native Hawaiian/ Other Pacific	5	1%
	White	616	75%
	Multiple Races	24	3%
	Unknown	54	7%
	Total	819	100%
Currently Fleeing Domestic Violence^ (adults only)	Yes	44	8%
	No	381	67%
	Unknown	140	25%
	Total	565	100%

Place Slept Last Night	Place not meant for human	580	71%
	Emergency Shelter	112	14%
	Transitional Housing	127	16%
	Total	819	100%
Location of Last Stable Housing^ (adults only)	Within Kings County	116	21%
	Within Tulare County	292	52%
	Within State of CA	28	5%
	Another State	8	1%
	Another Country	0	0%
	Unknown	121	21%
	# of Responses	565	100%
Veteran (adults only)	Yes	61	8%
	No	659	88%
	Unknown	31	4%
	Total	751	100%
Disabling Condition (adults only)	Yes	413	80%
	No	103	20%
	# of Responses	516	100%
Barriers* (adults only)	Chronic Health	215	53%
	Developmental	75	18%
	HIV/AIDS	5	1%
	Mental Illness	239	59%
	Physical	193	48%
	Substance Abuse	140	34%
	# of Responses	406	-
Reason for Homelessness^ (adults only)	Substance Abuse	40	9%
	Medical Condition	31	7%
	Mental Health Condition	14	3%
	Eviction	77	18%
	Argument w/ family/friends	53	12%
	Domestic Violence	18	4%
	Hospital Discharge	0	0%
	Jail/Prison Discharge	19	4%
	Divorce/Separation	28	6%
	Foreclosure	4	1%
	No affordable housing	40	9%
	Substandard housing	2	0%
	Aged out of foster care	1	0%
	Lost benefits	2	0%
	Unemployment	80	18%
	Pets not Allowed	2	0%
	Other	32	7%
	# of Responses	434	-
Benefits^ (adults only)	No Financial Resources	288	64%
	Earned Income	38	8%
	Unemployment	3	1%
	Veteran's Benefits	18	4%
	Child Support	3	1%
	General Assistance	20	4%
	TANF	9	2%
	SSI	59	13%
	SSDI	25	6%
	Social Security Retirement	2	0%
	Private Disability	0	0%
	Alimony	2	0%
	Pension	3	1%
	Other	8	2%
	# of Responses	448	-

^ Data only reported on unsheltered clients.

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PIT Survey 2019 Tulare County: Sheltered

Total Count	Adults	186	78%
	Children	53	22%
	Unknown	0	0%
	Total	239	100%
Household Composition	# HH	# People	
	Households with Children	25	78
	Households without Children	161	161
	Households with only Children	0	0
	Total	186	239
Unaccompanied/ Parenting Youth (up to age 24)	# HH	# People	
	Unaccompanied Children (<18)	0	0
	Unaccompanied Youth (18-24)	26	26
	Parenting Youth (18-24)	3	6
	Total	29	32
Chronically Homeless	# HH	# People	
	Households with Children	1	2
	Households without Children	8	8
	No	168	211
	Unknown	9	18
	Total	186	239
Homeless One Year or More (adults only)	Yes	36	19%
	No	94	51%
	Unknown	56	30%
	Total	186	100%
# Times Homeless Past 3 Years (adults only)	Less Than 4	97	52%
	At Least 4	32	17%
	Unknown	57	31%
	Total	186	100%
Gender	Female	112	47%
	Male	127	53%
	Transgender	0	0%
	Unknown	0	0%
	Total	239	100%
Age Group	<18	53	22%
	18-24	29	12%
	25-34	46	19%
	35-44	50	21%
	45-54	37	15%
	55-64	19	8%
	65-69	3	1%
	70+	2	1%
	Total	239	100%
Ethnicity	Hispanic/Latino	108	45%
	Non-Hispanic/Latino	131	55%
	Unknown	0	0%
	Total	239	100%
Race	American Indian/ Alaskan Native	6	3%
	Asian	5	2%
	Black/African American	33	14%
	Native Hawaiian/ Other Pacific	2	1%
	White	191	80%
	Multiple Races	2	1%
	Unknown	0	0%
	Total	239	100%
Currently Fleeing Domestic Violence^ (adults only)	Yes	0	#DIV/0!
	No	0	#DIV/0!
	Unknown	0	#DIV/0!
	Total	0	#DIV/0!

Place Slept Last Night	Place not meant for human	0	0%
	Emergency Shelter	112	47%
	Transitional Housing	127	53%
	Total	239	100%
Location of Last Stable Housing^ (adults only)	Within Kings County	0	#DIV/0!
	Within Tulare County	0	#DIV/0!
	Within State of CA	0	#DIV/0!
	Another State	0	#DIV/0!
	Another Country	0	#DIV/0!
	Unknown	0	#DIV/0!
	# of Responses	0	#DIV/0!
Veteran (adults only)	Yes	8	4%
	No	177	95%
	Unknown	1	1%
	Total	186	100%
Disabling Condition (adults only)	Yes	51	96%
	No	2	4%
	# of Responses	53	100%
Barriers* (adults only)	Chronic Health	10	20%
	Developmental	4	8%
	HIV/AIDS	0	0%
	Mental Illness	40	82%
	Physical	12	24%
	Substance Abuse	12	24%
	# of Responses	49	-
Reason for Homelessness^ (adults only)	Substance Abuse	0	#DIV/0!
	Medical Condition	0	#DIV/0!
	Mental Health Condition	0	#DIV/0!
	Eviction	0	#DIV/0!
	Argument w/ family/friends	0	#DIV/0!
	Domestic Violence	0	#DIV/0!
	Hospital Discharge	0	#DIV/0!
	Jail/Prison Discharge	0	#DIV/0!
	Divorce/Separation	0	#DIV/0!
	Foreclosure	0	#DIV/0!
	No affordable housing	0	#DIV/0!
	Substandard housing	0	#DIV/0!
	Aged out of foster care	0	#DIV/0!
	Lost benefits	0	#DIV/0!
	Unemployment	0	#DIV/0!
	Pets not Allowed	0	#DIV/0!
	Other	0	#DIV/0!
	# of Responses	0	-
Benefits^ (adults only)	No Financial Resources	0	#DIV/0!
	Earned Income	0	#DIV/0!
	Unemployment	0	#DIV/0!
	Veteran's Benefits	0	#DIV/0!
	Child Support	0	#DIV/0!
	General Assistance	0	#DIV/0!
	TANF	0	#DIV/0!
	SSI	0	#DIV/0!
	SSDI	0	#DIV/0!
	Social Security Retirement	0	#DIV/0!
	Private Disability	0	#DIV/0!
	Alimony	0	#DIV/0!
	Pension	0	#DIV/0!
	Other	0	#DIV/0!
	# of Responses	0	-

^ Data only reported on unsheltered clients.

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PIT Survey 2019 Tulare County: Unsheltered

Total Count	Adults	565	97%
	Children	15	3%
	Unknown	0	0%
	Total	580	100%
Household Composition	# HH	# People	
	Households with Children	7	28
	Households without Children	494	552
	Households with only Children	0	0
	Total	501	580
Unaccompanied/ Parenting Youth (up to age 24)	# HH	# People	
	Unaccompanied Children (<18)	0	0
	Unaccompanied Youth (18-24)	30	33
	Parenting Youth (18-24)	0	0
	Total	30	33
Chronically Homeless	# HH	# People	
	Households with Children	5	21
	Households without Children	174	206
	No	28	31
	Unknown	294	322
	Total	501	580
Homeless One Year or More (adults only)	Yes	328	58%
	No	188	33%
	Unknown	49	9%
	Total	565	100%
# Times Homeless Past 3 Years (adults only)	Less Than 4	145	26%
	At Least 4	53	9%
	Unknown	367	65%
	Total	565	100%
Gender	Female	224	39%
	Male	352	61%
	Transgender	1	0%
	Unknown	3	1%
	Total	580	100%
Age Group	<18	15	3%
	18-24	35	6%
	25-34	116	20%
	35-44	153	26%
	45-54	124	21%
	55-64	105	18%
	65-69	26	4%
	70+	6	1%
	Total	580	100%
Ethnicity	Hispanic/Latino	225	39%
	Non-Hispanic/Latino	310	53%
	Unknown	45	8%
	Total	580	100%
Race	American Indian/ Alaskan Native	29	5%
	Asian	5	1%
	Black/African American	42	7%
	Native Hawaiian/ Other Pacific	3	1%
	White	425	73%
	Multiple Races	22	4%
	Unknown	54	9%
	Total	580	100%
Currently Fleeing Domestic Violence^ (adults only)	Yes	44	8%
	No	381	67%
	Unknown	140	25%
	Total	565	100%

Place Slept Last Night	Place not meant for human	580	100%
	Emergency Shelter	0	0%
	Transitional Housing	0	0%
	Total	580	100%
Location of Last Stable Housing^ (adults only)	Within Kings County	116	21%
	Within Tulare County	292	52%
	Within State of CA	28	5%
	Another State	8	1%
	Another Country	0	0%
	Unknown	121	21%
	# of Responses	565	100%
Veteran (adults only)	Yes	53	9%
	No	482	85%
	Unknown	30	5%
	Total	565	100%
Disabling Condition (adults only)	Yes	362	78%
	No	101	22%
	# of Responses	463	100%
Barriers* (adults only)	Chronic Health	205	57%
	Developmental	71	20%
	HIV/AIDS	5	1%
	Mental Illness	199	56%
	Physical	181	51%
	Substance Abuse	128	36%
	# of Responses	357	-
Reason for Homelessness^ (adults only)	Substance Abuse	40	9%
	Medical Condition	31	7%
	Mental Health Condition	14	3%
	Eviction	77	18%
	Argument w/ family/friends	53	12%
	Domestic Violence	18	4%
	Hospital Discharge	0	0%
	Jail/Prison Discharge	19	4%
	Divorce/Separation	28	6%
	Foreclosure	4	1%
	No affordable housing	40	9%
	Substandard housing	2	0%
	Aged out of foster care	1	0%
	Lost benefits	2	0%
	Unemployment	80	18%
	Pets not Allowed	2	0%
	Other	32	7%
	# of Responses	434	-
Benefits^ (adults only)	No Financial Resources	288	64%
	Earned Income	38	8%
	Unemployment	3	1%
	Veteran's Benefits	18	4%
	Child Support	3	1%
	General Assistance	20	4%
	TANF	9	2%
	SSI	59	13%
	SSDI	25	6%
	Social Security Retirement	2	0%
	Private Disability	0	0%
	Alimony	2	0%
	Pension	3	1%
	Other	8	2%
	# of Responses	448	-

^ Data only reported on unsheltered clients.

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PIT Survey 2019 Tulare County: Chronic Homeless

Total Count	Adults	224	95%
	Children	13	5%
	Unknown	0	0%
	Total	237	100%
Household Composition	# HH	# People	
	Households with Children	6	23
	Households without Children	182	214
	Households with only Children	0	0
	Total	188	237
Unaccompanied/ Parenting Youth (up to age 24)	# HH	# People	
	Unaccompanied Children (<18)	0	0
	Unaccompanied Youth (18-24)	6	7
	Parenting Youth (18-24)	0	0
Chronically Homeless	Total	6	7
	# HH	# People	
	Households with Children	6	23
	Households without Children	182	214
	No	0	0
Homeless One Year or More (adults only)	Unknown	0	0
	Total	188	237
	Yes	201	90%
	No	21	9%
# Times Homeless Past 3 Years (adults only)	Unknown	2	1%
	Total	224	100%
	Less Than 4	63	28%
	At Least 4	37	17%
Gender	Unknown	124	55%
	Total	224	100%
	Female	97	41%
	Male	137	58%
	Transgender	1	0%
Age Group	Unknown	2	1%
	Total	237	100%
	<18	13	5%
	18-24	9	4%
	25-34	40	17%
	35-44	61	26%
	45-54	50	21%
	55-64	51	22%
Ethnicity	65-69	9	4%
	70+	4	2%
	Total	237	100%
	Hispanic/Latino	86	36%
	Non-Hispanic/Latino	148	62%
Race	Unknown	3	1%
	Total	237	100%
	American Indian/ Alaskan Native	12	5%
	Asian	1	0%
	Black/African American	22	9%
	Native Hawaiian/ Other Pacific	2	1%
	White	176	74%
	Multiple Races	8	3%
Currently Fleeing Domestic Violence^ (adults only)	Unknown	16	7%
	Total	237	100%
	Yes	14	7%
	No	174	81%
	Unknown	27	13%
	Total	215	100%

Place Slept Last Night	Place not meant for human	227	96%
	Emergency Shelter	10	4%
	Transitional Housing	0	0%
	Total	237	100%
Location of Last Stable Housing^ (adults only)	Within Kings County	39	18%
	Within Tulare County	132	61%
	Within State of CA	14	7%
	Another State	4	2%
	Another Country	0	0%
	Unknown	26	12%
Veteran (adults only)	# of Responses	215	100%
	Yes	23	10%
	No	201	90%
	Unknown	0	0%
Disabling Condition (adults only)	Total	224	100%
	Yes	210	95%
	No	12	5%
Barriers* (adults only)	# of Responses	222	100%
	Chronic Health	120	59%
	Developmental	55	27%
	HIV/AIDS	4	2%
	Mental Illness	127	62%
	Physical	112	55%
	Substance Abuse	76	37%
Reason for Homelessness^ (adults only)	# of Responses	204	-
	Substance Abuse	26	14%
	Medical Condition	19	10%
	Mental Health Condition	8	4%
	Eviction	22	12%
	Argument w/ family/friends	25	13%
	Domestic Violence	4	2%
	Hospital Discharge	0	0%
	Jail/Prison Discharge	9	5%
	Divorce/Separation	15	8%
	Foreclosure	3	2%
	No affordable housing	22	12%
	Substandard housing	1	1%
	Aged out of foster care	0	0%
	Lost benefits	2	1%
	Unemployment	26	14%
	Pets not Allowed	1	1%
	Other	13	7%
	# of Responses	188	-
Benefits^ (adults only)	No Financial Resources	118	61%
	Earned Income	17	9%
	Unemployment	2	1%
	Veteran's Benefits	7	4%
	Child Support	2	1%
	General Assistance	10	5%
	TANF	3	2%
	SSI	23	12%
	SSDI	12	6%
	Social Security Retirement	2	1%
	Private Disability	0	0%
	Alimony	2	1%
	Pension	1	1%
	Other	6	3%
	# of Responses	192	-

^ Data only reported on unsheltered clients.

* Subpopulations are not mutually exclusive and a given person may fall into more than one subpopulation category.

PIT Survey 2019 Tulare County: Porterville

Total Count	Adults	163	93%
	Children	12	7%
	Unknown	0	0%
	Total	175	100%
Household Composition	# HH	# People	
	Households with Children	9	23
	Households without Children	134	152
	Households with only Children	0	0
	Total	143	175
Unaccompanied/ Parenting Youth (up to age 24)	# HH	# People	
	Unaccompanied Children (<18)	0	0
	Unaccompanied Youth (18-24)	14	15
	Parenting Youth (18-24)	1	2
Chronically Homeless	Total	15	17
	# HH	# People	
	Households with Children	3	8
	Households without Children	61	75
	No	21	28
Homeless One Year or More (adults only)	Unknown	58	64
	Total	143	175
	Yes	113	69%
	No	42	26%
# Times Homeless Past 3 Years (adults only)	Unknown	8	5%
	Total	163	100%
	Less Than 4	50	31%
	At Least 4	20	12%
Gender	Unknown	93	57%
	Total	163	100%
	Female	86	49%
	Male	87	50%
	Transgender	0	0%
Age Group	Unknown	2	1%
	Total	175	100%
	<18	12	7%
	18-24	18	10%
	25-34	41	23%
	35-44	32	18%
	45-54	35	20%
	55-64	33	19%
	65-69	4	2%
Ethnicity	70+	0	0%
	Total	175	100%
	Hispanic/Latino	56	32%
	Non-Hispanic/Latino	115	66%
Race	Unknown	4	2%
	Total	175	100%
	American Indian/ Alaskan Native	6	3%
	Asian	4	2%
	Black/African American	18	10%
	Native Hawaiian/ Other Pacific	2	1%
	White	125	71%
	Multiple Races	9	5%
Currently Fleeing Domestic Violence^ (adults only)	Unknown	11	6%
	Total	175	100%
	Yes	15	11%
	No	117	84%
Total	Unknown	8	6%
	Total	140	100%
	Yes	15	11%
	No	117	84%

Place Slept Last Night	Place not meant for human	144	82%
	Emergency Shelter	17	10%
	Transitional Housing	14	8%
	Total	175	100%
Location of Last Stable Housing^ (adults only)	Within Kings County	34	24%
	Within Tulare County	91	65%
	Within State of CA	8	6%
	Another State	2	1%
	Another Country	0	0%
	Unknown	5	4%
Veteran (adults only)	# of Responses	140	100%
	Yes	13	8%
	No	148	91%
	Unknown	2	1%
Disabling Condition (adults only)	Total	163	100%
	Yes	119	82%
	No	26	18%
	# of Responses	145	100%
Barriers* (adults only)	Chronic Health	69	58%
	Developmental	32	27%
	HIV/AIDS	2	2%
	Mental Illness	72	61%
	Physical	57	48%
	Substance Abuse	43	36%
Reason for Homelessness^ (adults only)	# of Responses	119	-
	Substance Abuse	10	8%
	Medical Condition	9	7%
	Mental Health Condition	5	4%
	Eviction	19	14%
	Argument w/ family/friends	20	15%
	Domestic Violence	9	7%
	Hospital Discharge	0	0%
	Jail/Prison Discharge	8	6%
	Divorce/Separation	5	4%
	Foreclosure	0	0%
	No affordable housing	12	9%
	Substandard housing	1	1%
	Aged out of foster care	0	0%
	Lost benefits	1	1%
	Unemployment	26	20%
	Pets not Allowed	0	0%
	Other	9	7%
Benefits^ (adults only)	# of Responses	133	-
	No Financial Resources	85	63%
	Earned Income	10	7%
	Unemployment	0	0%
	Veteran's Benefits	4	3%
	Child Support	1	1%
	General Assistance	4	3%
	TANF	5	4%
	SSI	18	13%
	SSDI	10	7%
	Social Security Retirement	1	1%
	Private Disability	0	0%
	Alimony	0	0%
	Pension	1	1%
	Other	2	1%
	# of Responses	135	-

^ Data only reported on unsheltered clients.

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PIT Survey 2019 Tulare County: Tulare

Total Count	Adults	132	90%
	Children	14	10%
	Unknown	0	0%
	Total	146	100%
Household Composition	# HH	# People	
	Households with Children	4	18
	Households without Children	113	128
	Households with only Children	0	0
	Total	117	146
Unaccompanied/ Parenting Youth (up to age 24)	# HH	# People	
	Unaccompanied Children (<18)	0	0
	Unaccompanied Youth (18-24)	6	7
	Parenting Youth (18-24)	0	0
Chronically Homeless	Total	6	7
	# HH	# People	
	Households with Children	0	0
	Households without Children	31	36
	No	10	24
Homeless One Year or More (adults only)	Unknown	76	86
	Total	117	146
	Yes	70	53%
	No	52	39%
# Times Homeless Past 3 Years (adults only)	Unknown	10	8%
	Total	132	100%
	Less Than 4	40	30%
	At Least 4	16	12%
Gender	Unknown	76	58%
	Total	132	100%
	Female	64	44%
	Male	81	55%
	Transgender	0	0%
Age Group	Unknown	1	1%
	Total	146	100%
	<18	14	10%
	18-24	7	5%
	25-34	23	16%
	35-44	44	30%
	45-54	31	21%
	55-64	25	17%
Ethnicity	65-69	2	1%
	70+	0	0%
	Total	146	100%
	Hispanic/Latino	63	43%
Race	Non-Hispanic/Latino	73	50%
	Unknown	10	7%
	Total	146	100%
	American Indian/ Alaskan Native	6	4%
	Asian	1	1%
	Black/African American	14	10%
	Native Hawaiian/ Other Pacific	2	1%
Currently Fleeing Domestic Violence^ (adults only)	White	112	77%
	Multiple Races	7	5%
	Unknown	4	3%
	Total	146	100%
Currently Fleeing Domestic Violence^ (adults only)	Yes	11	9%
	No	102	83%
	Unknown	10	8%
	Total	123	100%

Place Slept Last Night	Place not meant for human	123	84%
	Emergency Shelter	7	5%
	Transitional Housing	16	11%
	Total	146	100%
Location of Last Stable Housing^ (adults only)	Within Kings County	36	29%
	Within Tulare County	66	54%
	Within State of CA	11	9%
	Another State	1	1%
	Another Country	0	0%
	Unknown	9	7%
Veteran (adults only)	# of Responses	123	100%
	Yes	8	6%
	No	120	91%
	Unknown	4	3%
Disabling Condition (adults only)	Total	132	100%
	Yes	88	74%
	No	31	26%
	# of Responses	119	100%
Barriers* (adults only)	Chronic Health	52	60%
	Developmental	12	14%
	HIV/AIDS	1	1%
	Mental Illness	43	49%
	Physical	40	46%
	Substance Abuse	28	32%
Reason for Homelessness^ (adults only)	# of Responses	87	-
	Substance Abuse	12	11%
	Medical Condition	9	8%
	Mental Health Condition	1	1%
	Eviction	18	16%
	Argument w/ family/friends	11	10%
	Domestic Violence	2	2%
	Hospital Discharge	0	0%
	Jail/Prison Discharge	4	4%
	Divorce/Separation	6	5%
	Foreclosure	2	2%
	No affordable housing	8	7%
	Substandard housing	1	1%
	Aged out of foster care	1	1%
	Lost benefits	1	1%
	Unemployment	27	25%
	Pets not Allowed	0	0%
	Other	7	6%
Benefits^ (adults only)	# of Responses	110	-
	No Financial Resources	74	67%
	Earned Income	13	12%
	Unemployment	0	0%
	Veteran's Benefits	1	1%
	Child Support	1	1%
	General Assistance	6	5%
	TANF	1	1%
	SSI	12	11%
	SSDI	5	5%
	Social Security Retirement	0	0%
	Private Disability	0	0%
	Alimony	0	0%
	Pension	0	0%
	Other	2	2%
	# of Responses	110	-

^ Data only reported on unsheltered clients.

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PIT Survey 2019 Tulare County: Visalia

Total Count	Adults	440	91%
	Children	41	9%
	Unknown	0	0%
	Total	481	100%
Household Composition	# HH	# People	
	Households with Children	18	62
	Households without Children	397	419
	Households with only Children	0	0
	Total	415	481
Unaccompanied/ Parenting Youth (up to age 24)	# HH	# People	
	Unaccompanied Children (<18)	0	0
	Unaccompanied Youth (18-24)	35	35
	Parenting Youth (18-24)	2	4
	Total	37	39
Chronically Homeless	# HH	# People	
	Households with Children	3	15
	Households without Children	84	96
	No	165	190
	Unknown	163	180
	Total	415	481
Homeless One Year or More (adults only)	Yes	172	39%
	No	181	41%
	Unknown	87	20%
	Total	440	100%
# Times Homeless Past 3 Years (adults only)	Less Than 4	147	33%
	At Least 4	48	11%
	Unknown	245	56%
	Total	440	100%
Gender	Female	181	38%
	Male	299	62%
	Transgender	1	0%
	Unknown	0	0%
	Total	481	100%
Age Group	<18	41	9%
	18-24	37	8%
	25-34	98	20%
	35-44	124	26%
	45-54	91	19%
	55-64	59	12%
	65-69	23	5%
	70+	8	2%
	Total	481	100%
Ethnicity	Hispanic/Latino	212	44%
	Non-Hispanic/Latino	239	50%
	Unknown	30	6%
	Total	481	100%
Race	American Indian/ Alaskan Native	22	5%
	Asian	5	1%
	Black/African American	42	9%
	Native Hawaiian/ Other Pacific	1	0%
	White	365	76%
	Multiple Races	8	2%
	Unknown	38	8%
	Total	481	100%
Currently Fleeing Domestic Violence^ (adults only)	Yes	18	6%
	No	150	52%
	Unknown	118	41%
	Total	286	100%

Place Slept Last Night	Place not meant for human	296	62%
	Emergency Shelter	88	18%
	Transitional Housing	97	20%
	Total	481	100%
Location of Last Stable Housing^ (adults only)	Within Kings County	45	16%
	Within Tulare County	124	43%
	Within State of CA	8	3%
	Another State	5	2%
	Another Country	0	0%
	Unknown	104	36%
	# of Responses	286	100%
Veteran (adults only)	Yes	39	9%
	No	377	86%
	Unknown	24	5%
	Total	440	100%
Disabling Condition (adults only)	Yes	195	82%
	No	42	18%
	# of Responses	237	100%
Barriers* (adults only)	Chronic Health	87	46%
	Developmental	29	15%
	HIV/AIDS	2	1%
	Mental Illness	117	62%
	Physical	90	48%
	Substance Abuse	67	35%
	# of Responses	189	-
Reason for Homelessness^ (adults only)	Substance Abuse	16	9%
	Medical Condition	13	7%
	Mental Health Condition	8	4%
	Eviction	36	20%
	Argument w/ family/friends	20	11%
	Domestic Violence	7	4%
	Hospital Discharge	0	0%
	Jail/Prison Discharge	7	4%
	Divorce/Separation	15	8%
	Foreclosure	2	1%
	No affordable housing	19	11%
	Substandard housing	0	0%
	Aged out of foster care	0	0%
	Lost benefits	0	0%
	Unemployment	25	14%
	Pets not Allowed	2	1%
	Other	15	8%
	# of Responses	178	-
Benefits^ (adults only)	No Financial Resources	121	64%
	Earned Income	15	8%
	Unemployment	3	2%
	Veteran's Benefits	13	7%
	Child Support	1	1%
	General Assistance	9	5%
	TANF	3	2%
	SSI	27	14%
	SSDI	7	4%
	Social Security Retirement	1	1%
	Private Disability	0	0%
	Alimony	2	1%
	Pension	2	1%
	Other	4	2%
	# of Responses	189	-

^ Data only reported on unsheltered clients.

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PIT Survey 2019 Tulare County: Balance of County

Total Count	Adults	16	94%
	Children	1	6%
	Unknown	0	0%
	Total	17	100%
Household Composition	# HH	# People	
	Households with Children	1	3
	Households without Children	11	14
	Households with only Children	0	0
	Total	12	17
Unaccompanied/ Parenting Youth (up to age 24)	# HH	# People	
	Unaccompanied Children (<18)	0	0
	Unaccompanied Youth (18-24)	1	2
	Parenting Youth (18-24)	0	0
Chronically Homeless	Total	1	2
	# HH	# People	
	Households with Children	0	0
	Households without Children	6	7
	No	0	0
Homeless One Year or More (adults only)	Unknown	6	10
	Total	12	17
	Yes	9	56%
	No	7	44%
# Times Homeless Past 3 Years (adults only)	Unknown	0	0%
	Total	16	100%
	Less Than 4	5	31%
	At Least 4	1	6%
Gender	Unknown	10	63%
	Total	16	100%
	Female	5	29%
	Male	12	71%
	Transgender	0	0%
Age Group	Unknown	0	0%
	Total	17	100%
	<18	1	6%
	18-24	2	12%
	25-34	0	0%
	35-44	3	18%
	45-54	4	24%
	55-64	7	41%
	65-69	0	0%
Ethnicity	70+	0	0%
	Total	17	100%
	Hispanic/Latino	2	12%
	Non-Hispanic/Latino	14	82%
Race	Unknown	1	6%
	Total	17	100%
	American Indian/ Alaskan Native	1	6%
	Asian	0	0%
	Black/African American	1	6%
	Native Hawaiian/ Other Pacific	0	0%
	White	14	82%
	Multiple Races	0	0%
Currently Fleeing Domestic Violence^ (adults only)	Unknown	1	6%
	Total	17	100%
	Yes	0	0%
	No	12	75%
Total	Unknown	4	25%
	Total	16	100%
	Yes	0	0%
	No	12	75%

Place Slept Last Night	Place not meant for human	17	100%
	Emergency Shelter	0	0%
	Transitional Housing	0	0%
	Total	17	100%
Location of Last Stable Housing^ (adults only)	Within Kings County	1	6%
	Within Tulare County	11	69%
	Within State of CA	1	6%
	Another State	0	0%
	Another Country	0	0%
	Unknown	3	19%
Veteran (adults only)	# of Responses	16	100%
	Yes	1	6%
	No	14	88%
	Unknown	1	6%
Disabling Condition (adults only)	Total	16	100%
	Yes	11	73%
	No	4	27%
	# of Responses	15	100%
Barriers* (adults only)	Chronic Health	7	64%
	Developmental	2	18%
	HIV/AIDS	0	0%
	Mental Illness	7	64%
	Physical	6	55%
	Substance Abuse	2	18%
Reason for Homelessness^ (adults only)	# of Responses	11	-
	Substance Abuse	2	15%
	Medical Condition	0	0%
	Mental Health Condition	0	0%
	Eviction	4	31%
	Argument w/ family/friends	2	15%
	Domestic Violence	0	0%
	Hospital Discharge	0	0%
	Jail/Prison Discharge	0	0%
	Divorce/Separation	2	15%
	Foreclosure	0	0%
	No affordable housing	1	8%
	Substandard housing	0	0%
	Aged out of foster care	0	0%
	Lost benefits	0	0%
	Unemployment	2	15%
	Pets not Allowed	0	0%
	Other	1	8%
Benefits^ (adults only)	# of Responses	13	-
	No Financial Resources	8	57%
	Earned Income	0	0%
	Unemployment	0	0%
	Veteran's Benefits	0	0%
	Child Support	0	0%
	General Assistance	1	7%
	TANF	0	0%
	SSI	2	14%
	SSDI	3	21%
	Social Security Retirement	0	0%
	Private Disability	0	0%
	Alimony	0	0%
	Pension	0	0%
	Other	0	0%
Total	# of Responses	14	-
	Yes	0	0%
	No	12	75%
	Unknown	4	25%

^ Data only reported on unsheltered clients.

* Subpopulations are not mutually exclusive and a given person may fall into more than one subpopulation category.

Appendix F – HUD Homeless Data Exchange Point in Time Report

Point-in-Time Count CA-513 Visalia/Kings, Tulare Counties CoC

Population: Sheltered and Unsheltered Count

Persons in Households with at least one Adult and one Child

	Sheltered		Unsheltered	Total
	Emergency	Transitional		
Total Number of Households	22	10	9	41
Total Number of persons (Adults & Children)	61	40	34	135
Number of Persons (under age 18)	39	30	18	87
Number of Persons (18 - 24)	3	0	1	4
Number of Persons (over age 24)	19	10	15	44

Gender (adults and children)	Sheltered		Unsheltered	Total
	Emergency	Transitional		
Female	43	23	16	82
Male	18	17	18	53
Transgender	0	0	0	0
Gender Non-Conforming (i.e. not exclusively male or female)	0	0	0	0

Ethnicity (adults and children)	Sheltered		Unsheltered	Total
	Emergency	Transitional		
Non-Hispanic/Non-Latino	38	15	23	76
Hispanic/Latino	23	25	11	59

Point-in-Time Count CA-513 Visalia/Kings, Tulare Counties CoC

Race (adults and children)	Sheltered		Unsheltered	Total
	Emergency	Transitional		
White	43	34	25	102
Black or African-American	14	3	3	20
Asian	0	3	0	3
American Indian or Alaska Native	3	0	0	3
Native Hawaiian or Other Pacific Islander	0	0	0	0
Multiple Races	1	0	6	7

Chronically Homeless (adults and children)	Sheltered		Unsheltered	Total
	Emergency	Transitional		
Total number of households	1		5	6
Total number of persons	2		21	23

Population: Sheltered and Unsheltered Count

Persons in Households with only Children

	Sheltered			Unsheltered	Total
	Emergency	Transitional	Safe Haven		
Total Number of Households	0	0	0	0	0
Total Number of children (under age 18)	0	0	0	0	0

Gender (adults and children)	Sheltered			Unsheltered	Total
	Emergency	Transitional	Safe Haven		
Female	0	0	0	0	0
Male	0	0	0	0	0
Transgender	0	0	0	0	0
Gender Non-Conforming (i.e. not exclusively male or female)	0	0	0	0	0

Ethnicity (adults and children)	Sheltered			Unsheltered	Total
	Emergency	Transitional	Safe Haven		
Non-Hispanic/Non-Latino	0	0	0	0	0
Hispanic/Latino	0	0	0	0	0

Race (adults and children)	Sheltered			Unsheltered	Total
	Emergency	Transitional			
White	0	0	0	0	0
Black or African-American	0	0	0	0	0
Asian	0	0	0	0	0
American Indian or Alaska Native	0	0	0	0	0
Native Hawaiian or Other Pacific Islander	0	0	0	0	0
Multiple Races	0	0	0	0	0

Chronically Homeless (adults and children)	Sheltered			Unsheltered	Total
	Emergency	Transitional	Safe Haven		
Total number of persons	0		0	0	0

Point-in-Time Count CA-513 Visalia/Kings, Tulare Counties CoC

Population: Sheltered and Unsheltered Count

Persons in Households without Children

	Sheltered			Unsheltered	Total
	Emergency	Transitional	Safe Haven		
Total Number of Households	94	94	0	682	870
Total Number of persons (Adults)	94	94	0	746	934
Number of Persons (18 - 24)	9	21	0	44	74
Number of Persons (over age 24)	85	73	0	702	860

Gender (adults and children)	Sheltered			Unsheltered	Total
	Emergency	Transitional	Safe Haven		
Female	38	30	0	272	340
Male	56	64	0	473	593
Transgender	0	0	0	1	1
Gender Non-Conforming (i.e. not exclusively male or female)	0	0	0	0	0

Ethnicity (adults and children)	Sheltered			Unsheltered	Total
	Emergency	Transitional	Safe Haven		
Non-Hispanic/Non-Latino	59	45	0	406	510
Hispanic/Latino	35	49	0	340	424

Point-in-Time Count CA-513 Visalia/Kings, Tulare Counties CoC

Race (adults and children)	Sheltered			Unsheltered	Total
	Emergency	Transitional	Safe Haven		
White	71	81	0	600	752
Black or African-American	15	8	0	69	92
Asian	0	2	0	7	9
American Indian or Alaska Native	5	3	0	41	49
Native Hawaiian or Other Pacific Islander	2	0	0	4	6
Multiple Races	1	0	0	25	26

Chronically Homeless (adults and children)	Sheltered			Unsheltered	Total
	Emergency	Transitional	Safe Haven		
Total number of persons	10		0	267	277

Date of PIT Count: 1/23/2019

Population: Sheltered and Unsheltered Count

Total Households and Persons

	Sheltered			Unsheltered	Total
	Emergency	Transitional	Safe Haven		
Total Number of Households	116	104	0	691	911
Total Number of Persons	155	134	0	780	1,069
Number of Children (under age 18)	39	30	0	18	87
Number of Persons (18 to 24)	12	21	0	45	78
Number of Persons (over age 24)	104	83	0	717	904

Gender

	Sheltered			Unsheltered	Total
	Emergency	Transitional	Safe Haven		
Female	81	53	0	288	422
Male	74	81	0	491	646
Transgender	0	0	0	1	1
Gender Non-Conforming (i.e. not exclusively male or female)	0	0	0	0	0

Ethnicity

	Sheltered			Unsheltered	Total
	Emergency	Transitional	Safe Haven		
Non-Hispanic/Non-Latino	97	60	0	429	586
Hispanic/Latino	58	74	0	351	483

Race

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7

Point In Time Summary for CA-513 - Visalia/Kings, Tulare Counties CoC

	Sheltered			Unsheltered	Total
	Emergency	Transitional	Safe Haven		
White	114	115	0	625	854
Black or African-American	29	11	0	72	112
Asian	0	5	0	7	12
American Indian or Alaska Native	8	3	0	41	52
Native Hawaiian or Other Pacific Islander	2	0	0	4	6
Multiple Races					
Chronically Homeless	Sheltered			Unsheltered	Total
	Emergency	Transitional	Safe Haven		
Total number of persons	12		0	288	300

Inventory Count Date: 1/23/2019

Population: Sheltered and Unsheltered Count

Unaccompanied Youth Households

	Sheltered			Unsheltered	Total
	Emergency	Transitional	Safe Haven		
Total Number of unaccompanied youth households	9	21	0	41	71
Total number of unaccompanied youth	9	21	0	44	74
Number of unaccompanied children (under age 18)	0	0	0	0	0
Number of unaccompanied young adults (age 18 to 24)	9	21	0	44	74

Gender (unaccompanied youth)	Sheltered			Unsheltered	Total
	Emergency	Transitional	Safe Haven		
Female	5	9	0	14	28
Male	4	12	0	30	46
Transgender	0	0	0	0	0
Gender Non-Conforming (i.e. not exclusively male or female)	0	0	0	0	0

Ethnicity (unaccompanied youth)	Sheltered			Unsheltered	Total
	Emergency	Transitional	Safe Haven		
Non-Hispanic/Non-Latino	7	12	0	22	41
Hispanic/Latino	2	9	0	22	33

Race (unaccompanied youth)	Sheltered			Unsheltered	Total
	Emergency	Transitional	Safe Haven		
White	7	16	0	40	63
Black or African-American	1	5	0	1	7
Asian	0	0	0	0	0
American Indian or Alaska Native	1	0	0	2	3
Native Hawaiian or Other Pacific Islander	0	0	0	0	0
Multiple Races	0	0	0	1	1

Chronically Homeless (unaccompanied youth)	Sheltered			Unsheltered	Total
	Emergency	Transitional	Safe Haven		
Total number of persons	0		0	10	10

Inventory Count Date: 1/23/2019

Population: Sheltered and Unsheltered Count

Parenting Youth Households

	Sheltered		Unsheltered	Total
	Emergency	Transitional		
Total number of parenting youth households	3	0	0	3
Total number of persons in parenting youth households	6	0	0	6
Total Parenting Youth (youth parents only)	3	0	0	3
Total Children in Parenting Youth Households	3	0	0	3
Number of parenting youth (under age 18)	0	0	0	0
Children in households with parenting youth under age 18 (children under age 18 with parent under 18)	0	0	0	0
Number of parenting youth (age 18 to 24)	3	0	0	3
Children in households with parenting youth age 18 to 24 (children under age 18 with parents under age 25)	3	0	0	3

Gender (parenting youth)	Sheltered		Unsheltered	Total
	Emergency	Transitional		
Female	3	0	0	3
Male	0	0	0	0
Transgender	0	0	0	0
Gender Non-Conforming (i.e. not exclusively male or female)	0	0	0	0

Ethnicity (parenting youth)	Sheltered		Unsheltered	Total
	Emergency	Transitional		
Non-Hispanic/Non-Latino	2	0	0	2
Hispanic/Latino	1	0	0	1

Race (parenting youth)	Sheltered		Unsheltered	Total
	Emergency	Transitional		
White	2	0	0	2
Black or African-American	1	0	0	1
Asian	0	0	0	0
American Indian or Alaska Native	0	0	0	0
Native Hawaiian or Other Pacific Islander	0	0	0	0
Multiple Races	0	0	0	0

Chronically Homeless (parenting youth)	Sheltered		Unsheltered	Total
	Emergency	Transitional		
Total number of households	0		0	0
Total number of persons	0		0	0

Point-in-Time Count Veterans CA-513 Visalia/Kings, Tulare Counties CoC

Inventory Count Date: 1/23/2019

Population: Sheltered and Unsheltered Count

Persons in Households with at least one Adult and one Child

	Sheltered		Unsheltered	Total
	Emergency	Transitional		
Total Number of Households	0	0	1	1
Total Number of Persons	0	0	5	5
Total Number of Veterans	0	0	1	1

Gender (veterans only)	Sheltered		Unsheltered	Total
	Emergency	Transitional		
Female	0	0	0	0
Male	0	0	1	1
Transgender	0	0	0	0
Gender Non-Conforming (i.e. not exclusively male or female)	0	0	0	0

Ethnicity (veterans only)	Sheltered		Unsheltered	Total
	Emergency	Transitional		
Non-Hispanic/Non-Latino	0	0	0	0
Hispanic/Latino	0	0	1	1

Race (veterans only)	Sheltered	
	Emergency	Transitional
White	0	0
Black or African-American	0	0
Asian	0	0
American Indian or Alaska Native	0	0
Native Hawaiian or Other Pacific Islander	0	0
Multiple Races	0	0

Unsheltered	Total
1	1
0	0
0	0
0	0
0	0
0	0
0	0

Chronically Homeless (veterans only)	Sheltered	
	Emergency	Transitional
Total number of households	0	
Total number of persons	0	

Unsheltered	Total
1	1
5	5

Inventory Count Date: 1/23/2019

Population: Sheltered and Unsheltered Count

Persons in Households without Children

	Sheltered			Unsheltered	Total
	Emergency	Transitional	Safe Haven		
Total Number of Households	7	3	0	78	88
Total Number of Persons	7	3	0	81	91
Total Number of Veterans	7	3	0	78	88

Gender (veterans only)	Sheltered			Unsheltered	Total
	Emergency	Transitional	Safe Haven		
Female	0	0	0	2	2
Male	7	3	0	76	86
Transgender	0	0	0	0	0
Gender Non-Conforming (i.e. not exclusively male or female)	0	0	0	0	0

Ethnicity (veterans only)	Sheltered			Unsheltered	Total
	Emergency	Transitional	Safe Haven		
Non-Hispanic/Non-Latino	6	2	0	24	32
Hispanic/Latino	1	1	0	54	56

Race (veterans only)	Sheltered			Unsheltered	Total
	Emergency	Transitional	Safe Haven		
White	5	3	0	44	52
Black or African-American	2	0	0	18	20
Asian	0	0	0	2	2
American Indian or Alaska Native	0	0	0	4	4
Native Hawaiian or Other Pacific Islander	0	0	0	0	0
Multiple Races	0	0	0	10	10

Chronically Homeless (veterans only)	Sheltered			Unsheltered	Total
	Emergency	Transitional	Safe Haven		
Total number of persons	0		0	34	34

Point-in-Time Summary Veterans for CA-513 - Visalia/Kings, Tulare Counties CoC

Date of PIT Count: 1/23/2019

Population: Sheltered and Unsheltered Count

Total Households and Persons

	Sheltered			Unsheltered	Total
	Emergency	Transitional	Safe Haven		
Total Number of Households	7	3	0	79	89
Total Number of Persons	7	3	0	86	96
Total Number of Veterans	7	3	0	79	89

Gender

	Sheltered			Unsheltered	Total
	Emergency	Transitional	Safe Haven		
Female	0	0	0	2	2
Male	7	3	0	77	87
Transgender (male to female)	0	0	0	0	0
Transgender (female to male)	0	0	0	0	0

Ethnicity

	Sheltered			Unsheltered	Total
	Emergency	Transitional	Safe Haven		
Non-Hispanic/Non-Latino	6	2	0	24	32
Hispanic/Latino	1	1	0	55	57

Race

	Sheltered			Unsheltered	Total
	Emergency	Transitional	Safe Haven		

Point In Time Summary for CA-513 - Visalia/Kings, Tulare Counties CoC

White	5	3	0	45	53
Black or African-American	2	0	0	18	20
Asian	0	0	0	2	2
American Indian or Alaska Native	0	0	0	4	4
Native Hawaiian or Other Pacific Islander	0	0	0	0	0
Multiple Races	0	0	0	10	10

Chronically Homeless	Sheltered			Unsheltered	Total
	Emergency	Transitional	Safe Haven		
Total number of persons	0		0	39	39

Additional Homeless Populations Summary for CA-513 - Visalia/Kings, Tulare Counties CoC

Date of PIT Count: 1/23/2019

Population: Sheltered and Unsheltered Count

Other Homeless Subpopulations

	Sheltered			Unsheltered	Total
	Emergency	Transitional	Safe Haven		
Adults with a Serious Mental Illness	27	11	0	165	203
Adults with a Substance Use Disorder	13	11	0	64	88
Adults with HIV/AIDS	0	0	0	7	7
Adult Survivors of Domestic Violence	0	0	0	0	0

RESOLUTION NO. 17-2019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
SUPPORTING THE APPLICATION OF FUNDS FROM THE INTEGRATED POOL FOR
HOMELESS INITIATIVES LOCALLY FOR THE ESTABLISHMENT AND OPERATION
OF A NAVIGATION CENTER TO SERVE INDIVIDUALS EXPERIENCING
HOMELESSNESS

WHEREAS: On April 16, 2019, the City Council of the City of Porterville is in support of Turning Point of Central California applying for grant funds from the Integrated Pool For Homeless Initiatives Locally funded through the Kings/Tulare Homeless Alliance and the Tulare County Health and Human Services Agency; and

WHEREAS: The Kings/Tulare Homeless Alliance and the County of Tulare have been designated by the State of California to administer the California Emergency Solutions and Housing Program, Homeless Emergency Aid Program, and Homeless Mentally Ill Outreach & Treatment Program for the Tulare County; and

WHEREAS: The 2018 Point in Time count totaled 195 persons experiencing homelessness, and of those counted, 152 were identified as people unsheltered; and

WHEREAS: The Navigation Center project would provide up to 30 beds and provide services to individuals experiencing homelessness, including but not limited to assisting individuals with finding permanent housing. TPOCC provides accompanying comprehensive supportive services that enable participants to increase their capacity for self-sufficiency with the goal of obtaining permanent housing. Services would include case management, counseling, life skills, transportation, and coordination to services provided by partner agencies.

NOW, THEREFORE, BE IT RESOLVED:

1. That the City Council of the City of is in support of Turning Point of Central California applying for grant funds from the Integrated Pool For Homeless Initiatives Locally funded through the Kings/Tulare Homeless Alliance and the Tulare County Health and Human Services Agency; and
2. That the City Council of the City of Porterville does hereby approve and authorize the appropriation of up to \$50,000 from the "Catastrophic/Emergency" Reserve Fund to fulfill the match requirement for the establishment and operation of the Navigation Center.

PASSED, APPROVED AND ADOPTED this 16th day of April, 2019.



Martha A. Flores, 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 16th day of April.

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

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

JOHN D. LOLLIS, City Clerk


By: Luisa Zavala, Deputy City Clerk

2019 PHIL AWARDS

AGENCY	PROJECT TYPE/SERVICES	REGION	CESH	ESG	HEAP	HMIOT	AWARD AMOUNT
			\$ 584,388	\$ 376,146	\$ 2,473,487	\$ 309,000	
Turning Point: Welcome Center	Emergency Shelter/Bridge Housing	Porterville	\$ 101,097		\$ 506,718	\$ 178,390	\$ 786,205
Self-Help Enterprises: Bridge Housing	Bridge Housing	Tulare County	\$ 49,286	\$ -	\$ 1,088,381	\$ 130,610	\$ 1,268,277
CSET: Rapid Rehousing	Rapid Rehousing	Tulare County	\$ -	\$ 200,000	\$ 188,073	\$ -	\$ 388,073
Kings United Way: Homeless Response Collaborative	211 Text & Chat	Kings County	\$ 62,884	\$ -	\$ -	\$ -	\$ 62,884
CCFCC: Emergency Shelter	Emergency Shelter	Porterville	\$ -	\$ 200,000	\$ -	\$ -	\$ 200,000
Mental Health Systems: ACT Master Leasing	Project Based Rental Assistance	Kings County	\$ -	\$ -	\$ 450,628	\$ -	\$ 450,628
St. Paul's: Visalia Warming Center	Warming Center	Visalia	\$ -	\$ -	\$ 218,790	\$ -	\$ 218,790
Mental Health Systems: Tulare HOME	PSH Client Stabilization Services	Tulare County	\$ 230,384	\$ -	\$ -	\$ -	\$ 230,384
Salvation Army: RRH A New Beginning	Rapid Rehousing/Homeless Prevention	Kings County	\$ 60,737	\$ 188,073	\$ -	\$ -	\$ 248,810
	Low-barrier ES set-aside	Visalia	\$ 80,000		\$ 20,896		\$ 100,896
Total			\$ 584,388	\$ 588,073	\$ 2,473,486	\$ 309,000	\$ 3,854,051

SB 102/AB 101
Summary
June 29, 2019

The goal of SB 102/AB 101 is to increase housing production in California. It does so by:

- Providing **\$2.5 billion** in funding to address California's housing and homelessness crisis;
- Establishing **incentives** to encourage cities and counties to increase housing production;
- Establishing a process for a **court** to determine that a city or county has complied with housing element law; and
- Imposing **penalties**, as a last resort, if cities and counties disregard the direction of a court and continue not to fulfill their responsibilities under housing element law.

Housing Elements

Process changes: SB 102/AB 101 requires HCD to publish an annual list of cities that have failed to adopt a HCD-approved housing element. If HCD puts a city on the list, city has opportunity for two meetings to discuss its housing element and HCD must provide city written findings supporting its determination. A city may also request de novo review of its last element. HCD must issue written findings in response to the de novo review. City may challenge HCD's findings pursuant to CCP Section 1094.5.

Financial penalties: If the Attorney General sues a city; the court finds that its housing element does not substantially comply with state law; and the city fails to bring the housing element into compliance, the following fines will be imposed unless the court finds mitigating circumstances for the delay:

- Within 12 months of the court's order: \$10,000 - \$100,000 per month
- Within 15 months of the court's order: \$30,000 - \$300,000 per month
- Within 18 months of the court's order: \$60,000 - \$600,000 per month and court may appoint a receiver/agent to bring the city's housing element into compliance

Fines are deposited into the building Homes and Jobs Trust Fund. The State Controller may intercept state and local funds if the fines are not paid.

Financial incentives: Additional points and other preferences will be awarded for certain state funding programs for cities that have adopted (i) housing element approved by HCD; and (ii) "prohousing local policies." HCD will designate cities as "prohousing" by July 1, 2021 pursuant to emergency regulations.

Prohousing local policies facilitate the planning, approval, or construction of housing such as:

- Establishing local housing trust fund
- Reducing parking requirements
- Use by right approval
- Reduction of permit processing time
- Reduction of development impact fees
- Establishment of Workforce Housing Opportunity Zone or housing sustainability district

Local Government Planning Support Grants Program

The Program: \$250,000,000 to regions, cities and counties for planning activities to accelerate housing production and facilitate implementation of RHNA.

1. \$125,000,000 to COGS and other regional entities [H & S 50515.02]

Application deadline: January 31, 2021. Funding can be retained for COG's use and/or suballocations to member cities and counties for following purposes:

- Improved methodology for distribution of 6th cycle RHNA
- Regional or countywide housing trust funds
- Technical assistance to update local planning documents
- Infrastructure planning
- Feasibility studies to determine housing sites consistent with SCS

2. \$125,000,000 to cities and counties (H & S 50515.03)

Application deadline: July 1, 2020. Maximum amounts based upon population for the following purposes:

- Rezoning and updating planning documents
- Completing environmental clearance to eliminate need for project-specific review
- Infrastructure planning
- Developing or improving accessory dwelling unit ordinance

Infill Infrastructure Grant Program of 2019

The Program: \$500,000,000 for competitive funding for “qualifying infill project” or “qualifying infill area.” NOFA to be released 11/30/19. [\$410,000,000 available for counties with a population more than 250,000, or any city in that county; \$90 million available for counties with a population less than 250,000, or any city in that county].

Qualifying infill project is a residential or mixed-use project located in an urbanized area in a city with an HCD-compliant housing element.

- 15% affordability (60% of AMI for rental; 120% of AMI for sale)
- Equal to or greater than “Mullin” densities
- Proximity to transit, parks, employment, schools, social services
- Consistency with SCS

Grant funds used for “capital improvement project” to facilitate the development of a qualifying infill project or area:

- Water, sewer, or other utility improvements
- Streets, roads, transit
- Project site preparation
- Sidewalk or streetscape improvement

Homelessness: Funding and Programs

1. The Homelessness Housing, Assistance and Prevention Program [H&S 50217]

\$650,000,000 is proposed for one-time grants to cities, counties, and continuums of care,¹ to support regional coordination, and to expand or develop local capacity, to address immediate homelessness challenges.

- \$190,000,000 will be available to continuums of care.
- \$275,000,000 will be available to cities or a city and county that has a population of more than 300,000.
- \$175,000,000 will be available to counties.

Applications must be submitted by February 15, 2020. All awards will be based on the applicant’s proportionate share of the state’s total homeless population

2. Low Barrier Navigation Centers [Gov’t Code 65660]

A “low barrier navigation center” is a Housing First, low-barrier, service-enriched shelter focused on moving people into permanent housing. It provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter and housing.

¹ The “continuum of care” is the group organized to carry out responsibilities under the federal McKinney-Vento Homeless Assistance Act {24 CFR 578.3}.

A “low barrier navigation center” must be permitted as a “use by right”² if it meets the following requirements:

- Offers services to connect people to permanent housing
- Linked to coordinated entry system
- Has a system for entering information regarding client stays, client demographics, client income and exit destination through the local Homeless Management Information System
- Implements Housing First

Within 30 days of receiving an application for a Center, a city must notify the applicant whether the application is complete. Within 60 days of a completed application, the city must act on the application.

Affordable Housing Programs

1. Low Income Housing Tax Credits Program

Provides for the allocation of \$500 million in new state low-income housing tax credits for new construction projects that receive the federal 4 percent tax credit. For these new credits, the bill would increase the eligible basis for these projects from 13 percent to 30 percent. It would require at least \$300 million of this to be available to new construction projects receiving the federal 4 percent tax credit, and would allow up to \$200 million to be available to projects receiving assistance from the California Housing Finance Agency (CalHFA) Mixed Income Program.

2. Mixed Income Program

Appropriates \$500 million for CalHFA’s Mixed Income Program, which provides financing for mixed-income housing developments.

CalHome Program

Allows the CalHome program to include accessory dwelling units (ADUs) and junior accessory dwelling units (JADU), and to authorize the program to make grants for housing purposes in declared disaster areas.

² “Use by right” means that a city may not require a conditional use permit or other discretionary local review. It does not exempt the center from design review.

SB 35 Clean Up Provisions

Clarifies that when additional density, floor area, and units, and any other concession, incentive, or waiver of development standards granted pursuant to the Density Bonus Law in Section 65915 shall be included in the square footage calculation, when determining that the project contains at least two-thirds of the square footage of the development designated for residential use.

Allows the State Department of Public Health and State Water Resources Control Board to determine that a hazardous waste sites has been cleared for residential use or residential mixed uses.

Additional Provisions

1. Changes are made to the TCAC program including making HCD and CHFA directors voting members of the Committee. Currently they are ex officio members.
2. Changes made to state low income housing tax credit including additional \$500,000,000 for 2020 calendar year.
3. HCD and OPR will recommend an improved RHNA process and methodology to Legislature by 12/31/22.
4. Amendments made to Joe Serna Farmworker Housing Grant Program [H & S 50517.5].
5. Amendments made to CalHome Program [H & S 50650].
6. Amendments to Housing Trust Fund Matching Grants including lowering grant to \$500,000 for newly established funds.
7. Additional points and preference to city with HCD-compliant housing element and designated prohousing for Infill Incentive Grant Program of 2007 funds released after July 1, 2021.



CITY COUNCIL AGENDA – AUGUST 6, 2019

SUBJECT: Charitable Car Washes - Year to Date Report

SOURCE: Finance

COMMENT: In accordance with City Council direction, staff is providing a report on charitable car wash permits issued during the year. Article VI, Section 15-130 of the City Code allows up to four (4) car washes by a charitable organization within a calendar year. For the period of January 1 to June 30, 2019, the following car washes occurred within the City.

<u>Date</u>	<u>Name of Organization</u>	<u>Location of Car Wash</u>
3/31/19	Porterville Breakfast Lions Club	ACE Cash Express - 308 W. Olive Ave.

RECOMMENDATION: Information only.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:

Maria Bemis, Finance Director

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – AUGUST 6, 2019

SUBJECT: Free Community Eye Care Clinic Update

SOURCE: Administrative Services

COMMENT: At its meeting on July 16, 2019, the City Council considered approval of the use of the D Street public parking lot adjacent to Family Healthcare Network's new Downtown health clinic, in support of a free community eye care clinic sponsored by the State Senate Rules Committee and State Senator Hurtado proposed for Monday, August 26, 2019. The Council continued its consideration of the proposed public parking lot use to its meeting of August 6, 2019, requesting further information on potential parking impacts to nearby businesses. However, the City received notification from State Senator's Hurtado's Office on July 31, 2019, that the planned community clinic has been postponed until a future date yet to be determined to ensure logistics for the event can be finalized.

RECOMMENDATION: Informational Only

ATTACHMENTS:

Appropriated/Funded:

Review By:
Department Director:

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – AUGUST 6, 2019

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

SOURCE: Community Development

COMMENT: Pursuant to City Council Resolution No. 13-2018, the City utilizes the selection and contracting procedures detailed in Chapter 10 of the Caltrans Local Assistance Procedures Manual to procure consultant contracts in the event a project involves State or Federal funds. Professional services are contracted through demonstration of competency and qualifications-based standards to ensure compliance with the Brooks Act and Government Code governing professional standards. Since 2014, the City of Porterville has maintained on-call consulting services contracts with three (3) consulting firms to provide right-of-way and appraisal services. On-call consulting services contracts must be circulated on an on-going basis, not to exceed five (5) years, to provide fair and open competition. Staff is seeking authorization to distribute a Request for Qualifications (RFQ) for said services.

The services to be rendered would consist of, but not be limited to, the preparation of appraisal and acquisition documents and other related items as necessary to comply with the Uniform Act, and would be utilized on a number of projects identified in the City's Capital Improvement Plan that require specialization outside of the scope that the Department is able to perform with its own staff. Although the Community Development Director or designee will review the consultant's work, the selected consultant must have a substantial working knowledge on the Uniform Relocation and Real Property Acquisition Policies Act and state eminent domain law, and possess appropriate appraisal licenses in accordance to the degree, complexity and value of the appraisal required. Lastly, in response to increased regulatory guidance from Caltrans for state and federally funded transportation projects, consultants must possess the ability to prepare all documents in a manner compliant with Caltrans' Local Agency Procedures and Right of Way Manuals.

RECOMMENDATION: That City Council authorize staff to distribute a Request for Qualifications for on-call right-of-way and appraisal consulting services.

ATTACHMENTS: 1. Request for Qualifications

Appropriated/Funded:

Review By:

Department Director:

Jenni Byers, Community Development Director

Final Approver: John Lollis, City Manager



REQUEST FOR QUALIFICATIONS

On-Call Right of Way and Appraisal Services

**PREPARED BY:
DEPARTMENT OF COMMUNITY DEVELOPMENT
AUGUST 2019**

APPROVED BY:

JENNIFER M. BYERS
Community Development Director

I INTRODUCTION AND OBJECTIVES:

The City of Porterville (hereinafter referred to as "CITY") is requesting statements of qualifications (SOQs) to establish a list of competent consultants to provide on-call right of way and appraisal services for multiple Capital Improvement Projects through task orders on an as-needed basis.

II EXAMINATION OF REQUEST FOR QUALIFICATIONS (RFQ) DOCUMENTS:

By submitting a SOQ, each CONSULTANT represents that it has thoroughly examined and become familiar with the work required under this RFQ and that it is capable of performing quality work to achieve the objectives of CITY.

III ADDENDA/CLARIFICATIONS:

Any CITY changes to this Request for Qualifications (RFQ) will be made by written addendum. No verbal modification shall be binding.

IV SOQ REQUIREMENTS:

SOQs for this project will be accepted at this office until 4:00 p.m., on Friday, September 6, 2019. Three (3) copies of the statement shall be submitted in a sealed envelope, plainly marked "On-Call Right of Way and Appraisal Services Qualifications for the City of Porterville." Cost proposals shall not be submitted until requested by the CITY. SOQs shall be addressed to:

Jason Ridenour, Economic Development & Housing Manager
Community Development
City of Porterville
291 N. Main Street
Porterville, CA 93257

The City reserves the right to reject any and all SOQs, which do not meet the requirements of this RFQ and/or any portion of the requirements of this project.

V PRE-CONTRACTUAL EXPENSES:

CITY shall not be liable for any pre-contractual expenses incurred by CONSULTANT in the preparation of proposals. Pre-contractual expenses shall not be included in the cost proposal.

Pre-contractual expenses are defined as expenses incurred by the CONSULTANT in:

1) preparing and reproducing its proposal in response to this RFQ; 2) submitting its proposal to CITY; 3) negotiating with CITY any matter related to this RFQ and CONSULTANT's proposal; 4) other matters prior to the date of award of a Contract.

VI EXCEPTIONS/DEVIATIONS:

Any exceptions to the requirements of this RFQ must be included in the CONSULTANT's SOQ. Such exceptions must be included as a separate element of the statement entitled "Exceptions and Deviations."

VII CONSULTANT REPRESENTATIVE:

The CONSULTANT shall assign a responsible representative, "project manager" and an alternate, both of whom shall be identified in the SOQ. The CONSULTANT's project manager shall remain in responsible charge for the duration of the project. Should the CONSULTANT's project manager be unable to continue with the project, the CONSULTANT's alternate shall become the project manager. No personnel changes will be acceptable without prior approval by CITY. CITY reserves the right to reject any changes in personnel at any time during the course of this project. CITY also reserves the right to terminate the contract if, in the opinion of CITY, substantial changes in project management may jeopardize the successful completion of this project to the satisfaction of CITY.

VIII LOCAL AGENCY REPRESENTATIVE:

Jennifer M. Byers, Community Development Director, shall be the Contract Administrator and contact person for all communications with CITY.

IX INSURANCE REQUIREMENTS:

The CONSULTANT shall maintain and provide current copies to CITY of the following minimum insurance coverage for the duration of this project:

Full liability under Worker's Compensation laws of the State of California

General comprehensive liability (*bodily injury and property damage*)*

Professional liability insurance (*errors and omissions*)*

Automotive liability Insurance*

*All must provide a combined single limit (CSL) of not less than \$1 million per occurrence.

X INDEMNIFICATION:

The CONSULTANT shall indemnify, defend, and hold harmless CITY, its elected and appointed officers, employees agents from and against any and all claims, including attorney's fees and reasonable expenses for litigation or settlement, for any loss, damages, bodily injuries, and loss of property caused by negligent acts, omissions, or willful misconduct by the successful

CONSULTANT and its subconsultants arising out of performance of the requirements of the Contract.

XI SUBCONTRACTING:

Only those firms identified in the Contract as subcontractors or subconsultants shall be allowed to perform work for this project. Any amendments to this requirement shall be made in writing by prime CONSULTANT to CITY. CITY has the right to reject any requested amendments at any time during the course of this project.

XII FEDERAL, STATE, AND LOCAL LAWS:

The CONSULTANT shall comply with all federal, state, and local laws, rules, regulations, ordinances, and statutes. In accordance with federal-aid funded projects, Disadvantaged Business Enterprise (DBE) requirements must be met. A DBE participation goal of zero percent (0%) has been established for the required services on this project. However, DBE firms are encouraged to submit a SOQ or otherwise participate in the completion of the work covered by this request.

In addition, contracts shall not be awarded to a consultant without an adequate financial management and accounting system as required by 48 CFR Part 16.301-3, 2 CFR Part 200, and 48 CFR Part 31.

XIII SOQ EVALUATION CRITERIA:

Evaluation criteria used to select the CONSULTANT shall include, but not be limited to, the following:

- A. Firm(s) experience with similar projects;
- B. Firm(s) key personnel qualifications/certifications and experience, especially the project manager and individuals performing services;
- C. Firm(s) understanding of the project requirements;
- D. Firm(s) ability to provide the required services in a timely and cost-effective manner to meet the required schedule;
- E. Firm(s) policy in providing Equal Employment Opportunity; and
- F. Firm(s) approach to provide the best product for CITY.

The attached CITY'S Consultant Selection Rating Form shall be used to rate each firm.

XIV CONSULTANT SELECTION AND INTERVIEWS:

CITY selection committee, consisting of the Contract Administrator and at least two additional staff members familiar with the project requirements, will review all SOQs and rank CONSULTANTS according to their demonstrated competence and professional qualifications as

assessed by their response to this RFQ and the evaluation criteria contained in the CITY'S Consultant Selection Rating Form. The highest ranked CONSULTANT(s) may be invited for oral interviews with CITY team. Interviews, if deemed necessary by CITY, are tentatively scheduled for September 17 and 18, 2019. Each participating firm will be contacted via telephone for verification of interview date and time. Failure to be available at the time of a scheduled interview shall be considered non-responsive and shall be cause for elimination from any further consideration. CITY reserves the right to begin negotiations and enter into a Contract without interviews or further discussion.

XV COST PROPOSAL:

The cost proposal shall not be submitted until requested by the CITY. Negotiations with the top-ranked candidate(s) may begin immediately. If an agreement cannot be reached within ten (10) working days, CITY may begin negotiations with the next selected candidate(s) and proceed. If necessary, this process will continue until either an agreement is reached or CITY elects to re-advertise for new proposals. CITY reserves the right to reject any and all proposals prior to award of a Contract. All cost proposals not opened shall be returned to their respective firms.

XVI CONTRACTS/AGREEMENTS:

The successful CONSULTANTS shall enter into upcoming Contracts with CITY that are based on the contents of this RFQ, the CONSULTANT's proposal, and CITY Contract. Where two or more CONSULTANTS desire to submit a single proposal (joint venture), only one CONSULTANT shall be listed as prime CONSULTANT. All others shall be listed as subconsultants. The list of chosen on-call CONSULTANTS is expected to be presented at the City Council meeting scheduled for Tuesday, October 15, 2019. Issuance of this RFQ and receipt of proposals does not commit CITY to award a Contract. CITY reserves the right to postpone award of a Contract for its own convenience, accept or reject any or all proposals received in response to this RFQ, negotiate with any CONSULTANT on the chosen on-call list, and cancel any or all portions of this RFQ and resulting Contract. CITY also reserves the right to award individual or groups of projects to different firms at the sole discretion of CITY.

XVII COMPENSATION:

- A. All items of work required for completion of the projects to result from this RFQ shall be paid for following the cost proposal formats of Caltrans' LAPM Chapter 10. Costs for any and all items not specifically listed, but required to complete the work for projects (including all exceptions and deviations stated included in CONSULTANT's proposal), shall be included as part of the total cost proposed. No additional compensation shall be paid for such items. No additional compensation shall be given for any reproduction costs, except those in excess of the requirements stated in this RFQ. Only a change in scope or any significant task addition or increase shall receive consideration for additional compensation.

- B. If the CONSULTANT feels that any work it has been directed to perform is beyond the scope of the Contract and constitutes extra work, it shall notify CITY in writing within ten (10) days. CITY will review such notice and, if justified, authorize additional compensation to the CONSULTANT on a fair and equitable basis.
- C. Monthly progress payments will be made to the CONSULTANT only upon submittal of invoices to CITY. Said invoice shall indicate the percentage completion of each task, as well as the overall percentage completion of the entire project. In addition, an updated schedule showing tasks and their degree of completion shall be provided.

XVIII OWNERSHIP OF REPORTS AND DOCUMENTS:

Originals of all documents, letters, drawings, design calculations, estimates, specifications, and other documents and data produced under the terms of the Contract shall become the property of CITY. CITY shall retain all rights in copyright. Copies may be made and retained by the CONSULTANT for its records, but shall not be furnished to others without the written consent of CITY for a period of three (3) years from the date of acceptance, by CITY, of all requirements of this project.

XIX STATEMENT OF QUALIFICATIONS (SOQ) FORMAT AND CONTENT:

SOQs shall be brief and include a concise address of the following information:

A. Firm Experience:

- 1. A brief list of similar projects completed in the last five (5) years, indicate the specific relationship if other than principal and each firm's responsibilities. Descriptions of pertinent experience should include a summary of work performed, adherence to schedules, the duration of each project, and the name, title, and phone number of clients that may be contacted for reference.
- 2. Other information that might aid CITY in ascertaining proposing firm's qualifications.

B. Consultant Team:

Name of prime consulting firm, subconsultant(s), names of principals, associates, project manager, and key personnel, their proposed level and areas of responsibility, and their qualifications/certifications in those areas. The CONSULTANT's Project Manager and key personnel will be an important factor considered by CITY.

- 1. Any changes to personnel assigned to this project shall be made in writing to CITY. CITY reserves the right to reject any proposal with modified personnel.

2. If subconsultants are used, names of subconsultant's key personnel for the project, their professional experience, qualifications/certifications, and training, which are applicable to this project, and the scope of services that will be provided by each subconsultant.
3. The office location from which the CONSULTANT(s) shall operate along with telephone and/or cell number of the project manager.

C. SOQ Format:

1. SOQs shall contain no more than twenty (20) pages, excluding cover sheet, table of contents, index sheets, and resumes, double-sided, font size no less than 10 pt., and single or double-spaced. Cover letters will be counted as part of the twenty sheets. The City encourages the use of recycled materials.
2. SOQs should include, but not be limited to, the following:
 - a. Page numbering;
 - b. Table of Contents, if applicable;
 - c. Section dividers with tabs, if applicable;
 - d. Identification of offering firms, including name, address, and telephone number of each firm;
 - e. Prime CONSULTANT organizational chart, which includes subconsultant(s) with names and titles of personnel to be used for this project;
 - f. Acknowledgment of receipt of RFQ addenda, if any;
 - g. Concise, complete response to the technical aspects requested in the "Right of Way Consultant Qualifications and Selection Criteria"; and
 - h. Exceptions to or deviations from the requirements of this RFQ, separating technical exceptions from contractual exceptions. Any alternative approach proposed by the CONSULTANT shall be thoroughly explained and shall meet the objectives of CITY.

CONSULTANT SELECTION RATING FORM

Project Name: On-Call Right of Way Services

Date:

Project Number:

Evaluation Factor	Rating Factor Numerical Range & Weighting Based on Importance of Factor
a. Capability to perform all or most aspects of the project.	0-10
b. Recent experience in projects comparable to the proposed project.	0-10
c. Firm's reputation for professional integrity and competence.	0-5
d. Key personnel's professional background and caliber.	0-7
e. Adequate qualified personnel available for assignment to the project.	0-5
f. Recent experience in specialized areas of expertise associated with the project.	0-5
g. Demonstrated ability to meet schedules or deadlines.	0-10
h. Demonstrated ability to complete projects without having major cost escalations or overruns.	0-7
i. Qualifications and experience of outside consultants regularly engaged by the consultant under consideration.	0-10
j. Quality of project previously undertaken.	0-10
k. Familiarity with and proximity to the geographic location of the project.	0-5
l. Capability of a branch office, which will do the work to perform independently of the home office, or conversely, its capability to obtain necessary support from the home office.	0-3
m. Demonstration of an understanding of the project's potential problems and the City's special concerns.	0-5
n. Degree of interest shown in undertaking the project.	0-3
o. Evidence that consultant is an equal opportunity employer.	0-2
p. Proximity of firm's office to project.	0-3
TOTAL SCORE: Maximum Points Possible = 100	
Total Ranking Value of all Evaluators:	
FINAL RANKING:	



CITY COUNCIL AGENDA – AUGUST 6, 2019

SUBJECT: Authorization to Purchase Avgas Aircraft Refueler

SOURCE: Finance

COMMENT: The Porterville Municipal Airport currently uses a 1985 avgas refueler with a 2000 gallon capacity to dispense fuel to aircrafts. This equipment has sustained some damage through the years and frequently breaks down.

Staff requested and received the following proposals for a new 1000 gallon avgas refueler:

Skymark Refuelers	\$ 114,400
Rampmaster	\$ 129,000
Garsite	\$ 144,000

A new avgas aircraft refueler will greatly enhance the fueling operations at the Airport, and the 1985 avgas truck will be kept as a backup. Funds for a new avgas refueler are available in the Airport equipment replacement account.

RECOMMENDATION: That the City Council approve the purchase of a new Avgas Aircraft Refueler from Skymark Refuelers for a price of \$114,400, plus applicable use tax and delivery charges.

ATTACHMENTS:

1. Skymark Proposal
2. Rampmaster Proposal
3. Garsite Proposal

Appropriated/Funded: MB

Review By:

Department Director:

Final Approver: John Lollis, City Manager



610 S. Adams Street
Kansas City, KS 66105
PH 913-653-8100

Thursday, July 18, 2019

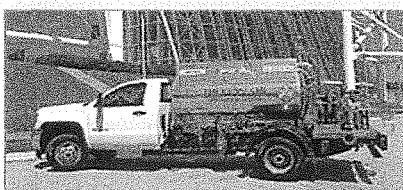
Andre Labonte
Porterville Municipal Airport
Porterville, CA
alabonte@ci.porterville.ca.us

New SkyMark 'Standard Model' 1,000 Gallon Avgas Refueler + List of Available Options

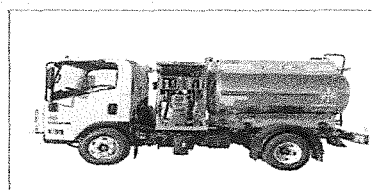
Summary Quote (Below):	<u>Unit Price:</u>	New SkyMark 'Standard Model' 1,000 Gallon Avgas Refueler
+ Standard Features Included:	<u>Unit Includes:</u>	All Standard Features Referenced in Section #2 Attached
+ List of Available Options:	<u>ADD:</u>	Customer to Select Options (Select Yes or No) See Section #3 Attached



1000 Gallon Avgas / Mid Module / Ford F-450



1400 Gallon Avgas / Rear Deck / Ford F-550



850 Gallon Avgas / Mid Module / Isuzu NPR

Section #1: Summary Quote: 'Standard Model' 1,000 Gallon Avgas Refueler + List of Available Options

Item	General Description	Qty.	Unit Price
	<u>Model #:</u> SkyMark 1,000 Gallon Avgas Refueler, #1.0K-30-A-MM-FO-P		
	<u>Chassis:</u> Ford F-450 chassis, gasoline engine, automatic transmission <i>Optional Isuzu chassis is available See Section #3</i>		
	<u>Product Tank:</u> 1,000 gallons, polished aluminum (natural), US DOT-406		
	<u>Capacity/Finish:</u> <i>Optional larger capacity tanks are available See Section #3</i>		
	<u>Flow System:</u> Fully rated 25 to 40 GPM flow system		
	<u>Configuration:</u> (1) overwing hose reel, 1" x 50' hose + 1 mechanical flow meter		
	<u>Filtration:</u> Includes filter/monitor system w/ water absorbing elements		
	<u>Available Options /</u> <i>Customer to select from available options See Section #3</i>		
1	Sub Total / Unit Price: SkyMark 'Standard' 1,000 Gallon Avgas Refueler	1	\$ 112,900
OPTIONS: Customer to Select Options / (Select YES or NO) See Section #3			\$ 4,800 1500
TOTAL	UNIT PRICE: 1,000 Gallon Avgas Refueler + ADD Selected Options FOB Factory: Inland/Ocean Freight Additional		\$ 117,700

- 114,400.00

610 S. Adams St. / Kansas City, KS / 66105
913-653-8100 / 855-653-8100



Section #2: <u>Standard Features Included:</u> New SkyMark Avgas Refuelers Include the Following Standard Features			
Item	General Description	Unit Price	Feature
A	Highest Quality Aluminum Tanks: SkyMark's aluminum refueler tanks, <i>the best in the industry</i> , include: • 5-Year tank warranty / DOT-406, single compartment, fully baffled. • Sill-mount design with heavy duty outriggers, and mounted on engineered composite sill boards. • Highly polished aluminum, overturn protection, non-slip walkway, 20" manholes w/ self-closing cover. • Rear mounted aluminum ladder with OSHA approved grab handles at top.	Included	Standard Equip.
B	Fully Rated 25 to 40 GPM Pumping System: Our fully rated pumping systems include the following: • Bottom load valve with 2" camlock adaptor, high level sensor / high level shutoff, w/pre-check. • Fully rated, 25 GPM electric pumping system or 40 GPM, Blackmer 2" positive displacement pump (an optional electric pumping system is available). • Aluminum piping, flanged and Victaulic joints, rated at 150psi, tested to 225psi. • Facet 40 GPM filter/monitor, meets current EI regulations (new filter installed at time of shipment). • One (1) TCS aviation grade aluminum flow meter with aluminum internals, fully rated to 50 GPM. • One (1) Hannay electric rewind overwing hose reel with aluminum internals, shutoff valve, 1" x 50' aviation grade fueling hoses (with hose certification), overwing OPW 295 SA nozzle.	Included	Standard Equip.
C	Simplified, High Visibility, Easy to Operate, Controls: Refuelers include a simplified control system: • Automatically engage pump when overwing nozzle is removed (overwing fueling).	Included	Standard Equip.
D	Enhanced, Automotive Grade, PLC: Refuelers include a programmable logic controller (PLC) to manage all systems, specifically designed for mobile use with easy-to-read diagnostic panel.	Included	Standard Equip.
E	Modular Design and Construction: Refuelers include fully modular design and brackets, bolt-together design, serviceable & replaceable in the field, and designed for maximum weather protection.	Included	Standard Equip.
F	SAE Grade Automotive Wiring Harness: Refuelers include fuel-oil resistant, nylon braid wrapped SAE automotive grade wire harnesses with Deutsch plug-n-play connectors (for reduced maintenance).	Included	Standard Equip.
G	Master Battery Shutoff Switch: Refuelers include a Master battery shutoff switch.	Included	Standard Equip.
H	Engine Hour Meter: Refueler includes an engine hour meter.	Included	Standard Equip.
I	Flashing Beacon: Refueler includes a flashing safety beacon.	Included	Standard Equip.
J	Back-up alarm: Refueler includes a backup alarm (active when chassis is in Reverse).	Included	Standard Equip.
K	Low Level Automatic Shutdown: Refueler includes an auto low-level shut-off w/ an indicator light .	Included	Standard Equip.
L	<u>Additional Standard Features:</u> Additional Features Referenced Are Also Included as 'Standard Features' on New SkyMark Avgas Refuelers * Refuelers meet NFPA 407 * (2ea) 20lb. fire extinguishers * shut-off valves at filter inlet & outlet * tanks sumps w/ spring loaded valves * LED light package / LED strobe * chassis w/ engine hour meter * chassis w/ swing away mirrors * low point drains in piping * ladder rack included * cam lock style dust caps	Included	Standard Equip.

Section #3: <u>List of 'Common Options' Available:</u> Customer To Select YES or NO From Available Options Below						
Item	General Description		Qty.	Unit Price	Options	
<u>'Common Options' Available:</u> Customer to Select <u>YES</u> or <u>NO</u> From Options Below			Customer To Select YES or NO From Below			
Opt. 1	<u>Chock block holder:</u>	Aluminum chock block holder is available (wheel chocks not included).	1	\$ 300	<u>YES</u>	<u>NO</u>
Opt. 2	<u>Storage box:</u>	An aluminum storage cabinet is available.	1	\$ 500	<u>YES</u>	<u>NO</u>
Opt. 3	<u>Wireless data transfer:</u>	A TCS wireless data transfer kit w/ radio modem & an antenna is available.	0	\$ 1,500	<u>YES</u>	<u>NO</u>
Opt. 4	<u>Ticket printer:</u>	A mechanical or electronic ticket printer is available.	0	\$ 1,500	<u>YES</u>	<u>NO</u>
Opt. 5	<u>Single-wrap hose reel:</u>	Single-wrap hose reel: An upgrade to a single-wrap hose reel is available (in lieu of drum style reel).	1	\$ 1,500	<u>YES</u>	<u>NO</u>
Opt. 6	<u>Electronic tank gauge:</u>	An electronic tank gauge with a digital readout is available.	0	\$ 2,500	<u>YES</u>	<u>NO</u>
Opt. 7	<u>Electronic register w/ a large number display:</u>	A TCS electronic meter register with a built-in, backlit, large numeral display is available.	1	\$ 2,500	<u>YES</u>	<u>NO</u>
Opt. 8	<u>1400 Gallon Capacity:</u>	Upgrade to 1400-gallon capacity (includes upgrade to F-550 or equal)	0	\$ 6,000	<u>YES</u>	<u>NO</u>
<u>Sub Total Section #3: Sub Total for Customer Selected Options</u>				\$	4,800	

Section #4: Pricing Summary and Terms			
1	Sub Total / Unit Price: SkyMark 'Standard' 1,000 Gallon Avgas Refueler	1	\$ 112,900
OPTIONS	Customer to Select Options / (Select YES or NO) See Section #3		\$ 4,800
TOTAL	UNIT PRICE: 1,000 Gallon Avgas Refueler + ADD Selected Options FOB Factory: Inland/Ocean Freight Additional		\$ 117,700

1,500

114,400

**Order Confirmation and
Payment Terms:**

A signed Confirmation of Order is required to secure your order, along with a 30% non-refundable deposit. Balance of payment is due when refueler is completed at SkyMark, and prior to shipment from factory.

Painting & Decals:

Aluminum tank to remain in natural polished finish, chassis cab to remain in factory white. Equipment to be painted with the polyurethane. Safety placards, product decals, and operating decals will be installed.

Quote Validity:

Quote is valid for 60 days.

Freight to Customer:

Unit quoted FOB SkyMark factory. Inland/ocean freight is additional and is not included in the quoted price.

Taxes / Duties:

All taxes and/or duties are additional (if applicable).

Delivery Schedule:

Approximately 150 days after receipt of confirming order and deposit.

In-Service / Training:

For a nominal fee, SkyMark will dispatch a factory-trained technician to place your new refueler into service and provide training (cost of technician is \$895 per day + reimbursement for travel expenses).

Respectfully Submitted,

Mike Ellis
Managing Member
913-653-8112



AV GAS

Matt Spencer <msspencer@rampmasters.com>

Wed 7/17/2019 12:25 PM

To: Andre Labonte <alabonte@ci.porterville.ca.us>

 1 attachments (155 KB)

AV Gas.pdf;

Andre,

It was nice speaking with you on the phone! I've attached our AV Gas spec for you to review. Our standard 1,000 AV Gas truck costs roughly \$129,000. Lead time would be in the 1st quarter of next year. Please let me know if you need anything else at all, and I will look forward to hearing from you!

Thank You,

Matthew Spencer

RAMPMASTER

610-857-1900

800-344-4018

FAX: 610-857-1196

www.rampmasters.com

REAR MOUNT ONLY !

1,000 Rampmaster AvGas Refueler Specifications

TANK

MODEL:	1,000 AV Gas – Rated Capacity 1000 gallons – Side or Rear Equipment platform
TANK CONSTRUCTION:	Elliptical design fabricated from bright polished aluminum. Tank constructed with a .250 thick floor. The sides and top of the tank are to be of .190 material. All baffles, heads and bulkheads are to be 210. Cross members are installed at all heads and baffles. All heads and baffles will be dished and flanged. DOT 406 certificate of compliance will be issued.
COMPARTMENTS:	One compartment.
BULKHEADS:	Single bulkhead construction. Heads are dished and flanged for maximum strength and to meet D.O.T. MC-406 regulations. Surge-heads installed and spaced to D.O.T. specifications.
UNDERFRAME:	Extruded "L" type sill welded to tank bottom. Cross-members are installed at each surge-head and bulkhead.
FLASHING:	Full length double legged leak proof extruded aluminum overturn rails to meet D.O.T. MC-406. May be used as vapor recovery header. Expanded aluminum metal between rails. The overturn protection of the tank will be separate from the tank shell.
FLASHING DRAINS:	Two external drains at front of tank and two external drains at rear of tank
MANHOLES:	16" manholes with 10" fills. D.O.T. MC-406 approved venting.
DISCHARGE LINES:	Tank has 3" aluminum sumps in bottom of compartment.
INTERNAL VALVE:	Whittaker F660AC 3" internal valve paired with Whittaker F613AD Jet level sensor.
REAR PLATFORM OR SIDE:	Rear deck platform or side equipment setup
BUMPER:	One ladder with small platform installed in rear of tank. Ladder will be installed on the center rear.
LADDER:	Two (2) Ansul fire extinguishers
FENDERS:	Jeep style aluminum fenders. Fenders are bolted on for ease of replacement if damaged.
LIGHTS:	A Betts Valox lighting package will be installed on tank. All lighting will be wired into weatherproof tubing and junction boxes. It will include: Four clearance lights (two red and two amber), one three light bar, a model S200 with integral reflectors, on B40JL taillight sealed beam back up light, two B40 Cluster lights on rear head. All lighting conforms to DOT FMVSS-MC108 regulations. All lighting will be LED.

TOOLBOX:	One 18" x 18" x30"L aluminum toolbox mounted on unit with single drop down door with lanyards.
FINISH:	Aluminum left in bright finish. Steel parts painted.
MOUNTING:	Tank to conform to DOT mounting procedures. Insulation installed between chassis frame and tank sill. Front of tank is spring loaded to allow for flex of the frame behind the cab.
BOTTOM LOADING:	OPW 1611A bottom load adapter. Adapter installed on either side. High level shutoff and bottom load door with brake interlock.
VAPOR RECOVERY:	Stubs installed in curb side flashing rail, off set manholes with 3" Betts vent and vapor hood, connector hose between vent and rail. 4" adapter with dust cap and brake interlock at VP outlet. Includes EPA method 27 tightness test.

PUMPING SYSTEM

PRODUCT PUMPS:	(1) Blackmer TXD2 product pump and strainer. Pumps will include hydraulic motor adapter.
RELIEF VALVE:	(1) Blackmer relief valve.
PUMP BRACKET:	(1) Heavy duty steel L type pump mount brackets bolted to chassis frame
DIFFERENTIAL GAUGE:	(1) Schultz SC5150-30DF 0-30 PSI differential pressure gauge with test valve.
FILTER:	(1) Velcon VF-61 filter vessel with Acquacon element.
METER:	(1) Liquid Controls 2" M5 LCR600 electronic meter. Includes meter, air eliminator, strainer, LCR600 electronic register, internal pulser, E7 solenoid valve and Epson ticket printer. Printer installed in cab.
HOSE REEL:	(1) Hannay EPJ electric rewind hose reel with explosion proof motor and solenoid switch. Circuit breaker installed for protection of reel switch and motor.
DELIVERY HOSE:	(1) 1" x 50' MxM API 1529 fueling hose. Tested & Certified.
NOZZLE:	(1) OPW 1" 295SA overwing fueling nozzle.
TANK DRAIN:	(1) Tank water drain off system with Morrison water drain valve.
STATIC REEL:	(1) Hannay spring rewind static ground reel with 50' of cable and clip.
GROUNDS:	(1) Grounding strap and (2) Brass grounding lugs.

POWER TAKE OFF:	(1) Hot shift PTO assembly mounted to transmission. PTO control in work area.
DRIVE SYSTEM:	(1) PTO shaft coupled from PTO to product pump.
INTERLOCK:	Micro interlock brake system for chassis. Interlocks to includes nozzle holder with interlock switch, Bottom load and vapor recovery door with interlock switch and interlock override switch. Brake pedal will be depressed when interlocks are activated.
FIRE EXTINGUISHERS:	(2) U.L. rated 20-B dry chemical with mounting brackets.
INSTALLATION:	Complete assembly of tank and pumping system onto chassis, all system plumbing, pipe fittings, mounting kit, mud flaps, and anti-sail brackets. Rubber insulation installed between tank sills and chassis frame. Electrical wiring to be enclosed in protected loom. Installation to include flow test.
MANUALS:	One set of manuals to be supplied with unit. Flow test reports and hose certificates in manual.

Specifications Subject to Change Without Notice



539 South 10th Street
Kansas City, KS 66105
PH-(800) 467-5600
FX-(913) 342-0638
www.garsite.com

Tuesday, July 23, 2019

Mr. Andy Labonte
Porterville Municipal Airport
1893 S. Newcomb
Porterville, CA 93257

Pricing on One (1) New Garsite 1000 Gallon Avgas Refueler.

Dear Mr. Labonte,

It was a pleasure talking with you last week, and I sincerely appreciate the opportunity you have given Garsite to provide pricing, and related information, on our brand new avgas refuelers.

When reviewing our attached quotation, please make note of the following important items:

- 1) Avgas Refueler Pricing: For your review, we have attached a proposal on our newest avgas refuelers, along with some commonly used equipment options.
- 2) Product Tank Capacities: We offer a variety of sizes of avgas refuelers from 750 gallon to 2000 gallon capacities, and larger. While our base model avgas refueler in the attached quotation references a 750 gallon tank capacity, we have also shown options to upgrade the capacity up to 1000, 1500 and 2000 gallons.
- 3) Lease Rates and Financing: Additionally, we have included monthly lease rates along with our quotation. Through 3rd party leasing companies we are able to tailor a lease program to suit your specific requirements.

We will be truly honored to be your refueler supplier, and you can be absolutely assured you will receive all of the resources Garsite has to offer.

Please review the attached quotation, and feel free to contact me if you have any questions.

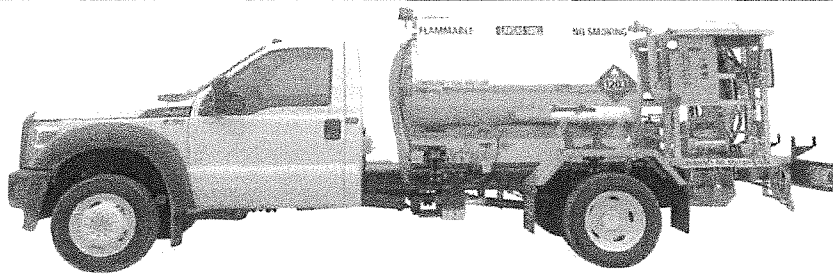
Mark Kendrick

Project Manager

Quote Number: BUDGETARY

Garsite 2019 Standard Avgas Refueler - General Specifications

The Photographs Below Represent an Avgas Refueler recently completed by Garsite, some options are shown in photo.



Standard Model: 750 USG Avgas refueler. Includes battery isolation switch and engine block heater.

Chassis Information: New Ford F350 Chassis with a gasoline engine and automatic transmission.

Tank Information: 750 Gallon Polished aluminum product tank

Flow Capacity: (1) One 40 GPM Pumping system

Additional Spec's: Brake interlocks, vapor proof lights and wiring, exhaust re-route, tank drains and filtration.

Safety Features: Static reel with 50' cable, brake interlock, emergency shut-down, fire extinguishers, back up camera, back up alarm, flashing beacon and cable fall protection standard.

Finish: Cab painted OEM white. Aluminum tank in natural polished finish. Equipment painted silver except piping and OEM painted equipment which is left as originally painted.

GARSITE OFFER

Quote Number: BUDGETARY

Garsite 2019 Standard Avgas Refueler - General Specifications (Cont.)			
Pricing Summary: Pricing good for 30 days, rates are subject to change		Price	Lease Rate p/m
Unit Price: Garsite Standard 750 Gallon Avgas Refueler		\$135,910	\$1,661
Add: Standard Options <i>(from section #3)</i>		\$8,090	\$99
Add: Non-Standard Options <i>(from section #4)</i>		\$0	\$0
Estimated Freight Cost			
Total -		\$144,000	\$1,760
Quantity / Sub Total	1	\$144,000	\$1,760.05
Lease Term is based on an 84 mth term for qualified customers subject to credit review. End of term options include trade in, buy-out or extended lease options. Some customers may qualify for 120 mth (10 year) lease terms. Additional financing available, inquire with your sales representative.			
Confirmation of Order - To execute, please sign, date and return to your representative.			
Signature: _____		Date: _____	

Quote Number: BUDGETARY

Standard Optional Features Available for Garsite Equipment		
Yes / No	Standard Package Options	Price Per unit
Yes	Upgrade to 1000 Gallons: Includes 1000 gallon product tank w/ heavier Ford chassis	\$5,900
No	Upgrade to 1500 Gallons: Includes 1500 gallon product tank w/ heavier rated Ford F550 Gas	\$0
No	Upgrade to 2000 Gallons: Includes 2000 gallon product tank with heavier rated Ford 650 Gas	\$0
Yes	Back-up Camera: Backup camera with color monitor mounted in the cab (Standard Equipment)	Incl
No	Mechanical Provide one Veeder-Root mechanical ticket printer; accumulative counter or ticket printer: zero-start printers	\$0
No	Storage / spill kit container: Provide aluminum, lockable, storage box. Dimension 14" x 12" x 24"	\$0
No	Product recovery tank: Provide aluminum, 15 gallon, sump collection tank. This product recovery tank to also include a vented fill cover & tank drain	\$0
No	(1) Large numeral counters (LNCs): Provide high visibility LED displays (as secondary displays) These LNCs are in addition to the standard mechanical meter registers included.	\$0
No	Titan Logic Tank Gauge: Electronic tank gauging system with remote panel mounted by fill connection	\$0
No	Add 1-color polyurethane on natural aluminum tank: Paint to match color of chassis cab	\$0
No	Level 3 HMI Control Panel: Replaces standard Garsite control panel for push button controls and electronic information screen	\$0
No	Include ultrasonic tank gauge with Level 3 HMI Control Panel	\$0
Yes	Install Scully Tank Overfill Protection System - Specify Thermistor or Optic	\$1,195
No	LCR 600 Electronic Register	\$0
No	Temperature Control for Single Register	\$0
No	Add printer and stand	\$0
No	Add Single Remote Register	\$0
No	Add Radio Modem	\$0

Model Number: Avgas Refueler

GARSITE OFFER

Revision Date: 3/06/18

Quote Number: BUDGETARY

Standard Optional Features Available for Garsite Equipment (Cont.)		
Yes / No	Standard Package Options	Price Per unit
Yes	Filter Elements - Type S-LW	Std. Included
No	Braided Flexible SS sense lines	\$0
No	Auto-raising, safety hand-rail system on top of tank: Provide a stainless steel, pneumatically operated, safety hand-rail assembly installed on top of the product tank. The hand-rails shall be natural stainless steel. Additionally, a rear access gate shall be installed on the rear ladder which will engage the brake interlock system when activated	\$0
No	Scabbard style fire extinguisher holders	\$0
Yes	Stage One Vapor Recovery	\$995
Sub Total, Garsite 'Standard Options' Price Adders		\$8,090

Non Standard - Customer Requested Custom Options		
Qty.	General Description	Price/TBD

Release Date: 7/7/17
Revision Date: 7/21/17

KCK-SAL-F-002

GARSITE OFFER

Quote Number: BUDGETARY

**Deposit &
Payment Terms:**

A signed Confirmation of Order is required to secure your order. Additionally, a good-faith and non-refundable 50% deposit is required to secure order. The balance of payment is due prior to shipment.

Paint & Decals:

The product tanks shall remain in their natural bright aluminum finish. Fueling equipment and related brackets, where required, will be painted 'SILVER' with the highest quality polyurethane paint. Safety placards, product decals, and operating decals will be installed. Additionally, any customer supplied imaging decals will be installed at no additional charge.

Validity:

This quotation is valid for 30 days.

Freight:

Units are quoted FOB Garsite Factory. Inland freight is additional. Freight quotes are estimated at the time of the quote. Valid and actual freight costs will be verified and charged accordingly when the equipment is ready to ship.

Taxes:

Any and all taxes, if applicable, are additional. If tax exempt please provide Tax Exempt form ASAP.

Delivery:

This stock unit should be available in 90 - 120 days after order acceptance or order, and receipt of deposit. Subject to prior sale.

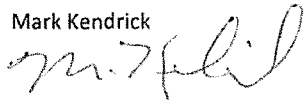
**Proprietary
Statement:**

All Garsite – Progress intellectual property is protected and Garsite does not waive its right to patent.

This quote is conditioned upon adherence to Garsite's standard terms and conditions of sale as attached hereto. Any modification must be mutually agreed in a writing signed by both Garsite and customer, and such modifications may affect the pricing or other terms presented herein.

For Garsite,

Mark Kendrick


Project Manager



CITY COUNCIL AGENDA – AUGUST 6, 2019

SUBJECT: Purchase of Replacement Pump and Motor for Lift Station 11

SOURCE: Public Works

COMMENT: The City of Porterville's Lift Station 11, located on N. Mathew Street, south of W. Mulberry Avenue, has experienced an operational failure resulting in the installation of a replacement motor. Operational demands on the City's sewer system requires all Sewer Lift Stations to be operational.

The operation of the City's sewer system requires redundancies to maintain system operations. As a result of pump replacement cost and lead time, it is imperative to purchase a backup submersible pump for Lift Station 11.

Due to the need for continuous operation, three (3) emailed quotes were obtained for a replacement motor. The following bids were requested and three (3) bids were received from these local vendors:

Company	Total	Availability
Flo-Line Technology, Inc.	\$ 11,693	2-3 Weeks
Shape Inc.	\$ 16,835	2-3 Weeks
Flow N Control	\$ 17,462	12-13 Weeks

Flo-Line Technology Inc. provided a bid and was the lowest bidder. In addition, they are immediately available to ship from inventory providing a lead time of 2-3 weeks pending approval. Once the required parts are received, staff will complete the repairs. Funding for this equipment is available in the Sewer Revolving Fund.

RECOMMENDATION: That City Council:

1. Direct the Finance Director to initiate a Purchase Order to Flo-Line Technology, Inc. in an amount not to exceed \$14,992 (inclusive of all parts, taxes and 10% contingency for shipping) for the repair of Lift Station No. 11; and
2. Direct the Finance Director to make payment to Flo-Line Technology, Inc. upon receipt of invoice approved by the Public Works Director.

ATTACHMENTS:

1. Flo-Line Technology Quote
2. Shape Quote
3. Flow N Control Quote
4. Locator Map Lift Station #11

Appropriated/Funded:

Review By:

Department Director:

Michael Knight, Deputy Public Works Director/Field Services Manager

Final Approver: John Lollis, City Manager



Flo-Line Technology, Inc.
11822 Kemper Rd, Auburn, CA 95603
Ph 530-887-2240, Fax 530-887-2243
www.flolinepumps.com

ATTENTION	KYLE POE
COMPANY	CITY OF PORTERVILLE
EMAIL	hgonzalez@ci.porterville.ca.us
PHONE	559-333-4601
FAX	
CELL	
QUOTE NO	91180
DATE	07-25-19

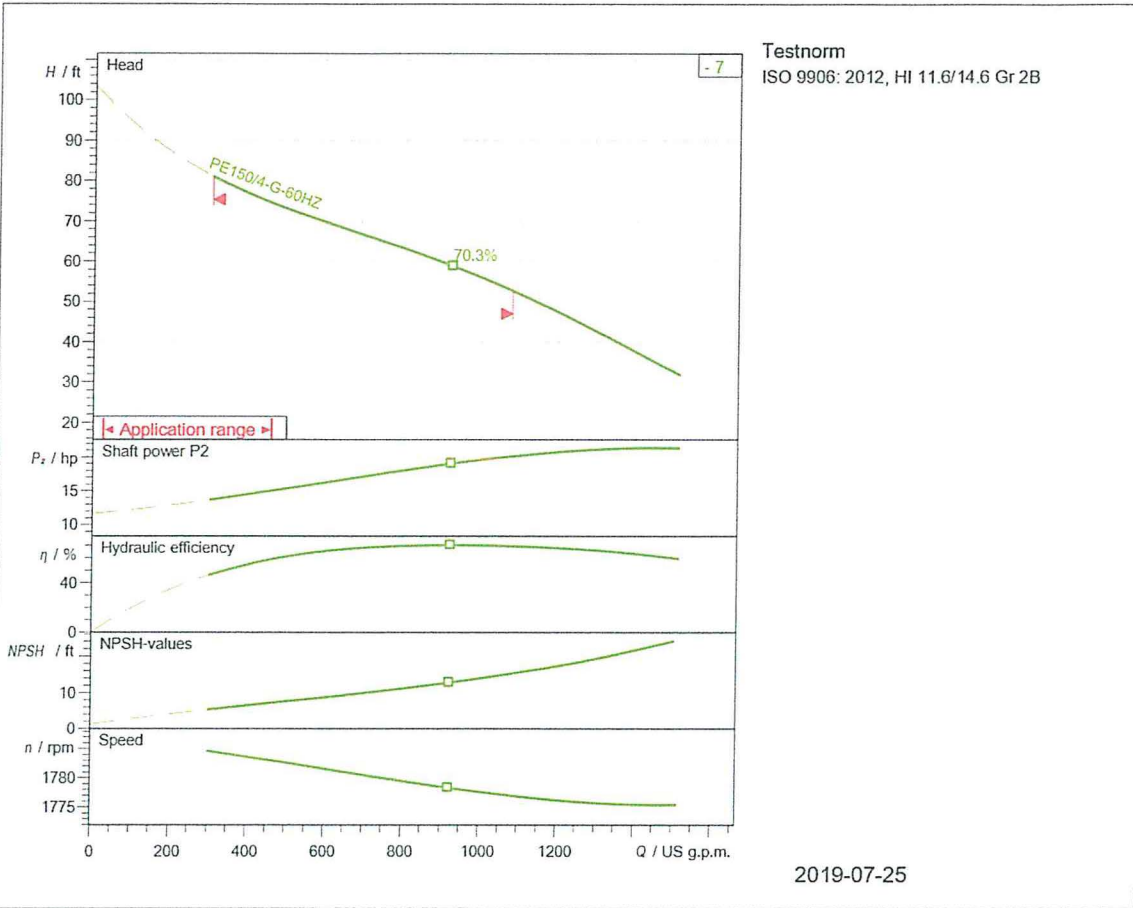
PREPARED BY	Matt Starkey	LEAD TIME	9-10 WEEKS
CELL	530-887-2240	FREIGHT	PP&ADD
E-MAIL	mail@fofinepumps.com	SHIP VIA	BEST WAY
SUBJECT	ABS PUMP QUOTATION	TERMS	NET 30 O.A.C.
REFERENCE	XFP150G PE150/4	VALIDITY	30 DAYS

[illegible]

THANK YOU VERY MUCH FOR THE OPPORTUNITY TO QUOTE THE ABOVE PRODUCTS

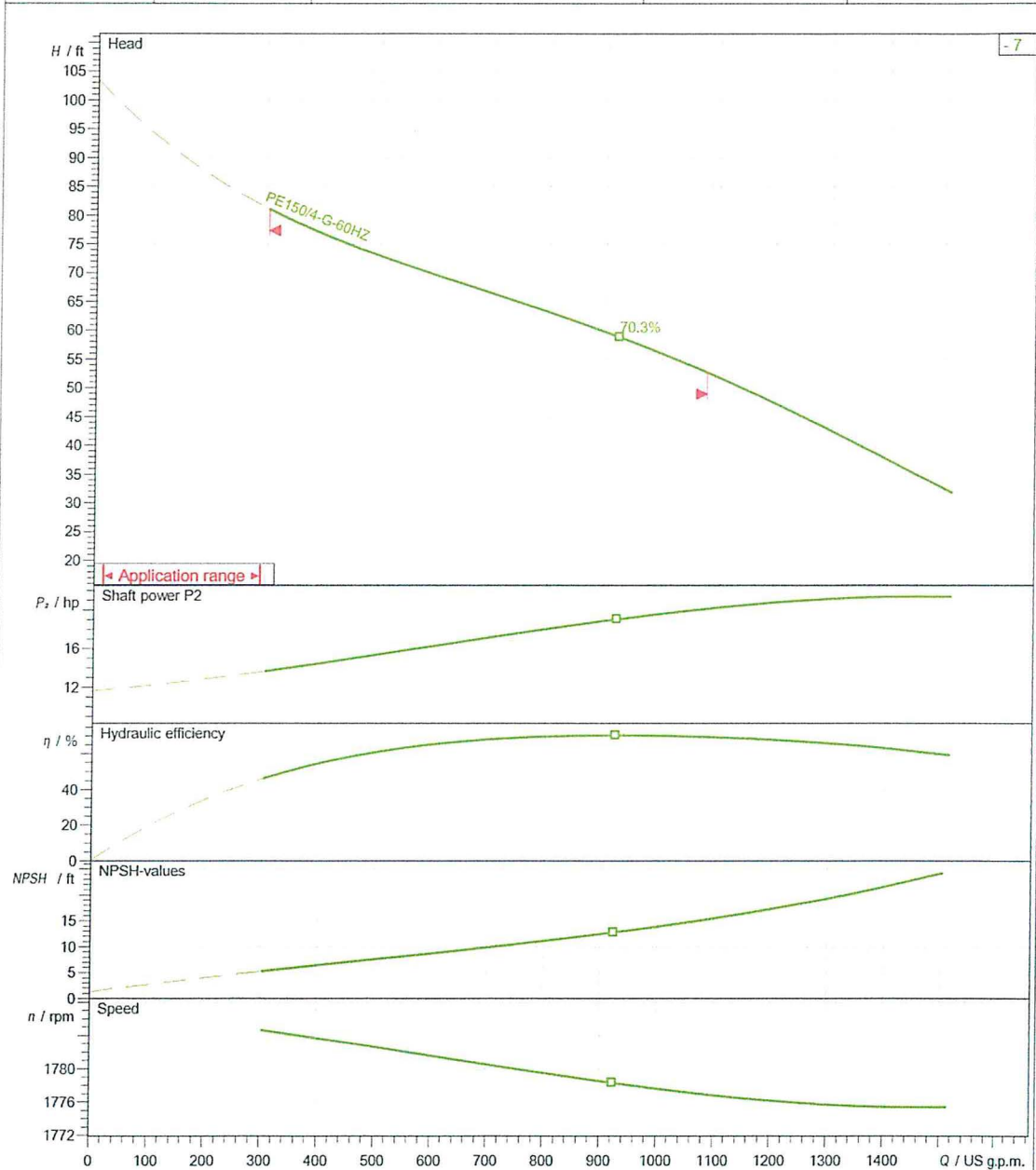
Total	\$13,628.44
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XFP150G CB1 60HZ (wet pit/dry pit)



Operating data specification		Power input	
Flow		Head	
Efficiency		Rated power	
NPSH		Fluid	Water
Temperature	68 °F	Nature of system	Single head pump
No. of pumps	1		
Pump data		Make	
Type	XFP150G CB1 60HZ (wet pit/dry pit)	Impeller	SULZER
Series	XFP PE1-PE3	Contrablock Plus impeller, 1 vane	
N° of vanes	1	Impeller size	9.45 inch
Free passage	3.94 inch	Suction flange	DN150
Discharge flange	DN150	Type of installation	Not chosen
Moment of inertia	1.71 lb ft²		
Motor data		Frequency	
Rated voltage	230 V	Nominal Speed	60 Hz
Rated power P2	20.1 hp	Efficiency	1780 rpm
Number of poles	4	Rated current	92.9 %
Power factor	0.794	Rated torque	59.5 lbf ft
Starting current		Degree of protection	IP 68
Starting torque	332 lbf ft	No. starts per hour	15
Insulation class	H		

Curve number		Pump performance curves XFP150G CB1 60HZ (wet pit/dry pit)			SULZER
Reference curve XFP150G CB1 60HZ					
			Discharge DN150	Frequency 60 Hz	
Density 62.32 lb/ft³	Viscosity 1.005 mm²/s	Testnorm ISO 9906: 2012, HI 11.6/14.6 Gr 2B	Rated speed 1778 rpm	Date 2019-07-25	
Flow	Head	Rated power Power input	Hydraulic efficiency	NPSH	



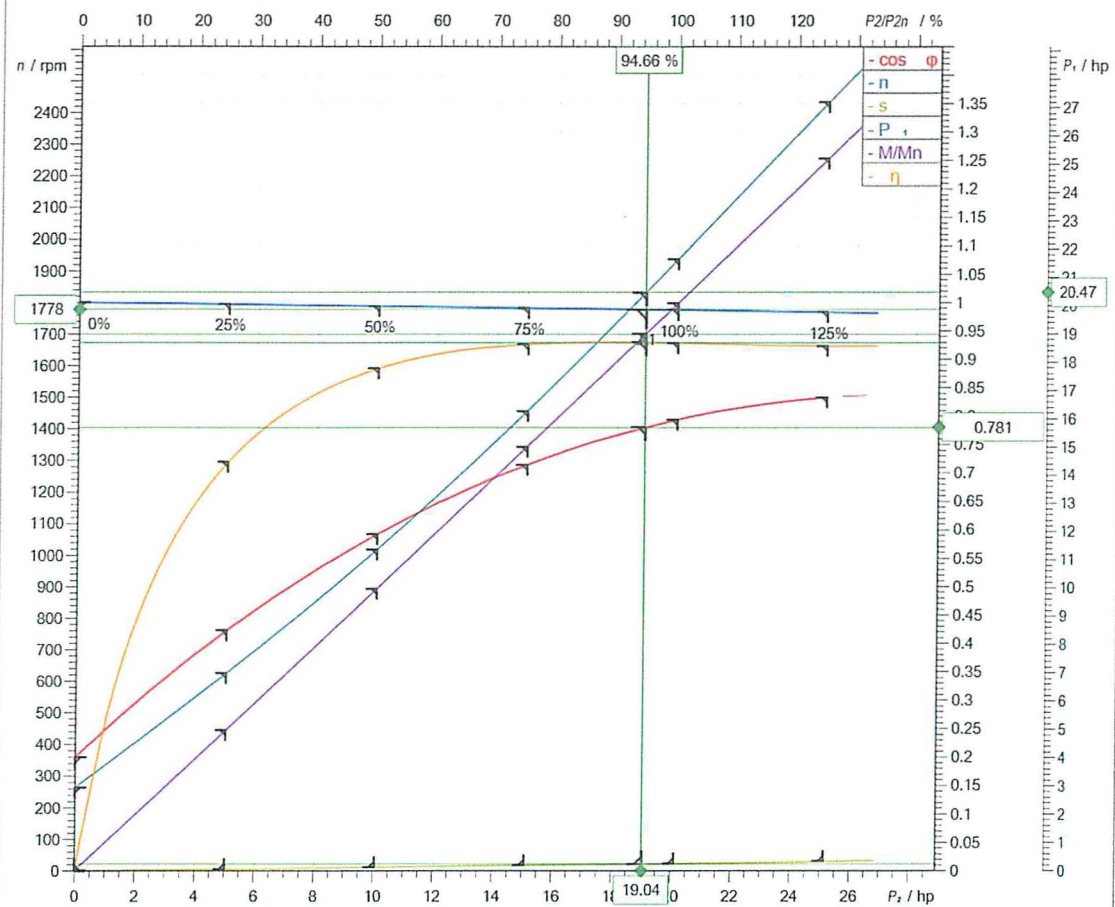
Impeller size 9.45 inch	N° of vanes 1	Impeller Contrablock Plus impeller, 1 vane	Solid size 3.94 inch	Revision
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Sulzer reserves the right to change any data and dimensions without prior notice and can not be held responsible for the use of information contained in this software.

Spaix® 4, Version 4.3.11 - 2019/01/16 (Build 240)
Data version Jan 2019

Frequency 60 Hz	PE3	Motor performance curve PE150/4-G-60HZ	SULZER

Rated power 20.1 hp	Service factor 1.3	Nominal Speed 1780 rpm	Number of poles 4	Rated voltage 230 V	Date 2019-07-25
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Symbol	No load	25 %	50 %	75 %	100 %	125 %
P _z / hp	0	5.029	10.06	15.09	20.12	25.14
P _i / hp	2.951	6.989	11.37	16.28	21.65	27.21
η / %	0	71.95	88.43	92.67	92.9	92.39
n / rpm	1800	1795	1789	1783	1777	1770
cos ϕ	0.2	0.4229	0.5923	0.7147	0.7941	0.8332
I / A	27.62	30.94	35.94	42.64	51.04	61.14
s / %	0	0.2778	0.6111	0.9444	1.278	1.667
M / lbf ft	0	14.71	29.53	44.44	59.46	74.62

Tolerance according to VDE 0530 T1 12.84 for rated power

Starting current	Starting torque 332 lbf ft	Moment of inertia 4.14 lb ft ²	No. starts per hour 15	
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Sulzer reserves the right to change any data and dimensions without prior notice and can not be held responsible for the use of information contained in this software.

Spaix® 4, Version 4.3.11 - 2019/01/16 (Build 240)
Data version Jan 2019

TECHNICAL DATA

6" ABS XFP PUMP

XFP 150G-CB1

4 Pole, 3 Phase, PE3

Date: 1/12

Dwg: DS-E01-036 Rev: 2

Submersible Motor Specifications, PE3 Frame

Motor Design	NEMA design B, squirrel cage induction	
Motor Type	Fully enclosed Premium Efficiency submersible, IP68 protection rating	
Motor Efficiency Standard and Rating	IEC 60034-30, IE3 rating	
Motor Efficiency Test Protocol	IEC 60034-2-1	
Insulation Materials	Class H, 180°C (356°F), copper windings	
Motor Filling Medium	Air	
Temperature Rise	Class A	
Maximum Fluid Temperature	40°C (104°F) continuous, 50°C (122°F) intermittent	
Optional Cooling System	Closed-loop, non-toxic glycol/water mixture (½ / ½)	
Motor Protection	Thermal	Normally closed bimetallic switch in each phase, connected in series, 140°C (284°F), +/- 5 °C opening temperature
	Leakage	ABS Sealminder moisture detection probe in seal sensing chamber
Sensing Chamber Filling Medium	Air	
Bearing Type	Upper	Single row ball permanently lubricated
	Lower	Double row angular contact permanently lubricated
Motor Starter Types	Suitable for use with across the line, electronic soft starters, and PWM type Variable Frequency Drives*	
Maximum Starts per Hour	15, evenly spaced	
Inverter Duty Rating	Motors meet NEMA MG1, part 31 requirements	
Maximum Submergence	20 meters (65 feet)	
Available Voltages	208, 230, 460, 600	
Voltage Tolerance from Rated	+/-10%	
Agency Approvals	Factory Mutual, CSA	
Explosion Proof Rating	NEC 500 Class 1, Division 1, Group C & D, Class T3C max surface temp	



ABS submersible sewage pump XFP
Part of the ABS EffeX range



Premium Efficiency
without Compromise

*Output filters may be required on VFDs. See document DS-E00-001 for details.

Motor Ratings, PE3 Frame

Motor Model	Input Power (P1)	Rated Power Output (P2)	Nominal RPM	Rated Voltage	Full Load Amps	Locked Rotor Amps	NEMA Code Letter	NEMA Service Factor	Motor Efficiency at % Load			Power Factor at % Load		
									100	75	50	100	75	50
PE 130/4	14 kW	13 kW 17.4 HP	1780	208	51.3	595	N	1.3	93.1	91.6	85.8	.757	.672	.552
				230	46.4	538								
				460	23.2	269								
				600	17.8	206								
PE 150/4	16.2 kW	15 kW 20.1 HP	1775	208	56.4	598	M	1.3	92.9	92.7	88.4	.794	.715	.592
				230	51	541								
				460	25.5	271								
				600	19.6	207								
PE 185/4	19.8 kW	18.5 kW 24.8 HP	1775	208	71.4	685	L	1.3	93.7	92.4	88.5	.768	.691	.566
				230	64.6	620								
				460	32.3	310								
				600	24.7	238								
PE 210/4	22.5 kW	21 kW 28.2 HP	1775	208	78.2	686	K	1.3	93.6	93.0	90.0	.797	.728	.605
				230	70.7	620								
				460	35.3	310								
				600	27.1	238								

SULZER

Specifications subject to change without notice
Page 1 of 2



TECHNICAL DATA

6" ABS XFP PUMP

XFP 150G-CB1

4 Pole, 3 Phase, PE3

Date: 1/12

Dwg: DS-E01-036 Rev: 2

Cable Data, PE3 Frame

	Motor	Motor Voltage	Cable Qty	Cable Type*	Cable Nominal Dia. +/- .5mm (.02")
Power Cable	PE 130/4	208 or 230 volt	1	G-GC 6-3	26.6mm (1.05") diameter
		460 volt	1	SOOW 8/4+16/3	25.4mm (1.0") diameter
		600 volt	1	SOOW 10/7	22.4mm (0.88") diameter
	PE 150/4	208 or 230 volt	1	G-GC 6-3	26.6mm (1.05") diameter
		460 volt	1	SOOW 8/4+16/3	25.4mm (1.0") diameter
		600 volt	1	SOOW 10/7	22.4mm (0.88") diameter
	PE 185/4	208 or 230 volt	1	G-GC 6-3	26.6mm (1.05") diameter
		460 volt	1	SOOW 8/4+16/3	25.4mm (1.0") diameter
		600 volt	1	SOOW 8/4+16/3	25.4mm (1.0") diameter
	PE 210/4	208 or 230 volt	1	G-GC 6-3	26.6mm (1.05") diameter
		460 volt	1	SOOW 8/4+16/3	25.4mm (1.0") diameter
		600 volt	1	SOOW 8/4+16/3	25.4mm (1.0") diameter
Control Cable	All	Std**	208 or 230 volt 460 or 600 volt	1 SOOW 16/4	10.7mm (0.42") diameter
Cable Length	Standard: 15m (49 feet)		Included in Power Cable Optional: 20m (65 feet), 30m (98 feet) - Consult Factory for Longer Lengths		

* Special versions ordered with cable suitable for both 230 volt and 460 volt operation will be equipped with the cable type and diameter shown in the "208 or 230 volt" section of the table
** See motor protection on page 1.

Pump Data

Discharge Size	6" flanged, compatible with 6" class 125 ANSI flanges				
Suction Size	6" flanged, compatible with 6" class 125 ANSI flanges, threaded for 8 x 3/4-10 UNC bolts, 33mm (1.3") deep				
Volute pressure rating	10 bar (145 psi)				
Impeller Type	Semi-open, 1-vane, ContraBlock Plus w/ Seal Protection System				
Impeller Size	.4	.5	.6	.7	.8
Solids Passage Size	100mm (3.94")	100mm (3.94")	100mm (3.94")	100mm (3.94")	100mm (3.94")
Impeller DIA	265mm (10.4")	258mm (10.2")	250mm (9.8")	240mm (9.45")	230mm (9.1")
Min Recommended Flow, GPM	250	250	250	250	250

Materials of Construction

	Standard	Optional
Motor and Intermediate Housing	Cast Iron EN-GJL-250 (ASTM A-48, Class 35B)	
Optional Cooling Jacket	Cast Iron EN-GJL-250 (ASTM A-48, Class 35B)	
Seal Plate	Cast Iron EN-GJL-250 (ASTM A-48, Class 35B)	
Impeller	Cast Iron EN-GJL-250 (ASTM A-48, Class 35B)	
Volute	Cast Iron EN-GJL-250 (ASTM A-48, Class 35B)	
Bottom Plate CB	Cast Iron EN-GJL-250 (ASTM A-48, Class 35B)	
Cable Entry Casting	Cast Iron EN-GJL-250 (ASTM A-48, Class 35B)	
Pump and Motor Shaft	Stainless Steel 1.4021 (AISI 420 SS)	
External Hardware	Stainless Steel 1.4401 (AISI 316 SS)	
Lifting Hoop	Stainless Steel 1.4401 (AISI 316 SS)	
O-Rings and Cable Glands	Nitrile (Buna-N)	
Tandem	Lower	Silicon Carbide / Silicon Carbide, Nitrile, 316 SS
Mechanical Seal	Upper	Silicon Carbide / Silicon Carbide, Nitrile, 316 SS
Lower Bearing Lip Seal	Nitrile (Buna-N) covered steel	
Coating	Two part epoxy, black, 120µm (4.7 mil) DFT	Two part epoxy, black, 400µm (15.7 mil) DFT

General Data

	PE 130/4	PE 150/4	PE 185/4	PE 210/4
Overall Height	1297mm (51.1")	1297mm (51.1")	1297mm (51.1")	1297mm (51.1")
Pump Weight	333 kg (735 lb)	333 kg (735 lb)	347 kg (765 lb)	347 kg (765 lb)

SULZER

Specifications subject to change without notice
Page 2 of 2





QUOTATION

PLEASANTON

6600 Koll Center Parkway, Ste. 220
Pleasanton, CA 94566
Phone (925) 485-9720
Fax (925) 485-6085

STOCKTON

119 Val Dervin Parkway #2
Stockton, CA 95206
Phone (209) 234-5909
Fax (209) 234-5913

TO: City of Porterville

BID DATE: 07-15-2015

QUOTE #: 094925

JOB: Flygt Pump

LOCATION: Fresno

ATTN: Kyle

PHONE: 559- 333-4601

Fax:

WE ARE PLEASED TO QUOTE ON THE FOLLOWING EQUIPMENT
SUBJECT TO CONDITIONS PRINTED ON THE BACK HEREOF,
THESE CONDITIONS MAY BE CHANGED ONLY BY A WRITTEN
STATEMENT SIGNED BY AN OFFICER OF SHAPE, INCORPORATED.

- ☒ F.O.B. FACTORY
☒ F.F.A. TO FIRST DESTINATION

QTY	ITEM	PRICE
1	Replace CP3152.091 434-6, 20HP NP3152.095 435-6, 15HP-230/460Vac-3PH-60Hz FM Explosion Proof Motor, 6" Discharge, 2" Guide Bar Bracket, "N" Style HardIron Cutter Style Impeller And Insert, FLS Seal Sensor, 50' Power Cable.	\$16,835.00
1	Alternate; NP3153.095 435-6, 20HP-230/460Vac-3PH-60Hz FM Explosion Proof Motor, 6" Discharge, 2" Guide Bar Bracket, "N" Style HardIron Cutter Style Impeller And Insert, FLS Seal Sensor, 50' Power Cable.	\$17,760.00
	If you existing CP3152.091 does not have an FLS, a MINI-CAS will be Needed to add to your existing panel since the FLS is now standard with The NP3153's. Please confirm voltage at time of the order. Thank you.	\$520.00
NOTES: 1. Price includes freight: FOB Factory 2. Price does not include taxes 3. Price does not include: installation, equipment unloading, guide bars, pipe, valves, conduit, basin, anchor bolts, or any other items not listed. 4. Extra power cable: available 5. <u>ESTIMATED</u> delivery of equipment A) PUMP 8 weeks 6. See 2 nd page for Shape, Inc. terms and conditions of sale.		

SHAPE INC.

Richard Horst

Richard Horst

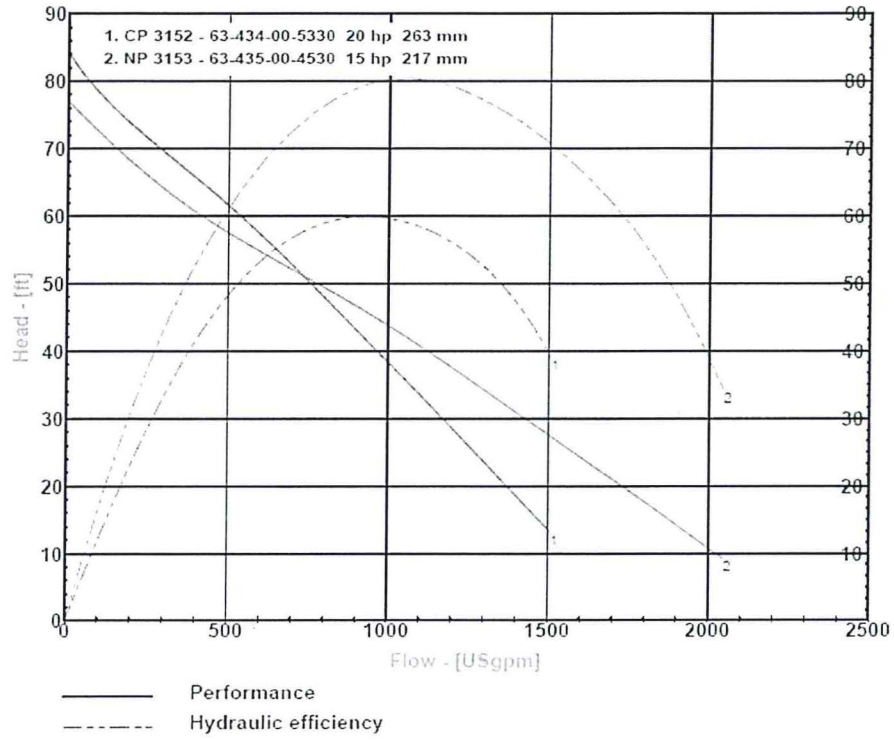
QUOTATION DOES NOT INCLUDE ANY SALES OR USE TAX PAYABLE UNDER ANY STATE OR FEDERAL STATUTE. THIS
QUOTATION PRICE IS FOR MATERIAL LISTED ABOVE. ANY ADDITIONS OR MODIFICATIONS THAT BECOME NECESSARY FOR
APPROVED SUBMITTALS, UPON AWARDDING OF THIS CONTRACT, MAY RESULT IN NECESSARY PRICE CHANGES.

NOTE: ITEMS NOT SPECIFIED ON THIS QUOTATION ARE NOT INCLUDED IN OUR PRICE AND ARE TO BE SUPPLIED BY
OTHERS. PRICES ARE FOR IMMEDIATE ACCEPTANCE AND SUBJECT TO CHANGE WITHOUT NOTICE.
SALE SUBJECT TO MANUFACTURERS STANDARD TERMS AND CONDITIONS.

Rev. 01/98

See attached page for Shape, Inc. terms and conditions

Type	Product	Version	Curve	Disch. inch	BEP %	Shaft Power hp	Weight lbs
CP	3152	MT	434	6	59,8	20	615
NP	3153	MT	435	6	80,5	15	465



CONDITIONS OF SALE

Interest of 1% per month will be charged on all past due accounts.

No retention will be allowed.

Terms: Net 30 days on approval of credit.

Prices: Firm for a period of 30 days from quote date.

This quotation is based on the quantity and description of the material shown in the quotation. We do not guarantee quantities, types or arrangements of equipment listed – the correct takeoff is the responsibility of the contractor or customer.

We do not guarantee acceptance or approval of the equipment listed in this quotation since the selection and sizing of this equipment is to the best of our knowledge the equipment specified of as nearly equal as possible with the equipment listed.

The price stated on this proposal is for immediate acceptance.

Any sales or other tax not specifically mentioned in this proposal, applicable to the sale of any equipment or material listed herein which may become effective before the date of the final shipment, is to be added to the price quote herein.

All equipment shall remain the personal property of **SHAPE INC.** until all payments have been made in cash, and the giving and accepting of drafts, notes and / or trade acceptances to evidence the payments due shall not constitute or be construed as payment so as to pass title until said drafts, notes and / or trade acceptances are paid in full in cash.

If shipment is postponed at the request of the purchaser after manufacture has been commenced payment will be due on notice from us that the equipment is ready for shipment. Pro rata payments shall be made for partial shipments.

We make every effort to ship on dates promised, and to maintain production schedules consistent therewith, but we are not liable for claims of damage or any other expense due to failure to meet scheduled shipping date.

We guarantee that the equipment herein described will when properly erected and operated in accordance with our instructions perform the work for which it is sold.

We will assume no responsibility or expense for repairs made on the apparatus when done outside our factory without our written authority.

We do not guarantee prime movers, starting equipment, electrical apparatus, or material not manufactured by us, same being covered by guarantees of their respective manufacturers.

We guarantee this equipment for one year from date of shipment against defects of workmanship or material, and will furnish f.o.b. our factory any parts proven defective. We assume no liability for corrosion or fouling of the equipment by any foreign material that may be deposited.

It is expressly understood we are not responsible for and will not be held liable for damage and / or injury caused to buildings, contents, products or persons by reason of the installation of any of our products.

If attorney's fees and costs must be incurred to enforce the condition of sale (whether or not legal action is instituted), the prevailing party shall be entitled to recover reasonable attorney's fees and costs.



4452 Ocean View Blvd.
Suite 200
Montrose, CA 91020

Phone # 8183307425
E-mail Catherine@FlowNControl.com

Estimate

Date	Estimate No.
7/25/2019	1973

Name/Address	Ship To
City of Porterville	TBD

Customer	Customer Phone	FOB	Rep	Terms
		Factory	CL	TBD

Qty	Part Number	Description	Unit Price	Total
1	ABS XFP 150G CB1	6" Series pump	16,610.00	16,610.00T
1	ABS 62665305	XFP to Flygt GRA	483.00	483.00T
		DN150 (6") 2" x 2"		
1	ABS 16907010	CA462 110-230V-AC	369.00	369.00T
		Seal leak detection relay, din rail mounted		
		Please add for freight.		

Thank you for allowing us to quote.

Quote is valid for 30 days from date of quote.

Quote is based on cash basis, all Visa & Mastercard transaction will incur a 4% pass through service charge

We look forward to working with you

Subtotal	\$17,462.00
Sales Tax (0.0%)	\$0.00
Total	\$17,462.00



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

LOCATOR MAP
SEWER LIFT STATION #11

DRAWN BY	CAL
CHECKED BY	
SCALE	1" = 100'
DATE	7/30/2019

SHEET
1
OF
1



CITY COUNCIL AGENDA – AUGUST 6, 2019

SUBJECT: Acceptance of Fiscal Year 2018 State Homeland Security Grant Program Funds

SOURCE: Fire

COMMENT: In November 2017, the Porterville Fire Department submitted a grant proposal/application to the County of Tulare, as a subrecipient for the California State Homeland Security Grant Program, requesting funding for the calibration of a Porta Count computer, which is used to "fit test" firefighter's breathing respirators. The goal of the grant is to help with the cost of this regionally-utilized equipment. The Porta Count is used to not only fit test Porterville Fire Department personnel, but also for firefighters with the Lindsay Fire Department, Tule River Tribe Fire Department, and the Porterville College Fire Academy students.

The Porterville Fire Department has recently been notified that the funding for calibration has been approved for the amount of \$1,315.00. Calibration of the equipment can be scheduled as soon as the grant funds are released.

RECOMMENDATION: That the City Council authorize the Mayor to accept the grant and sign the subrecipient award agreement and associated documents as necessary to accept the award.

ATTACHMENTS: 1. Subrecipient Agreement with County of Tulare

Appropriated/Funded:

Review By:

Department Director:

Dave LaPere, Fire Chief

Final Approver: John Lollis, City Manager

**Subaward Agreement Regarding FY 2018 State Homeland Security Grant Programs
Funding for Equipment, Planning, Administration, Training and Exercises**

THIS AGREEMENT is entered into by and between the County of Tulare ("COUNTY") and City of Porterville ("SUBRECIPIENT"), referred to individually herein as "Party" or collectively as "Parties," on the following terms and conditions:

WHEREAS, the Fiscal Year 2018 (FY 2018) California State Homeland Security Grant Program (SHSGP) provides funding through Federal grants from the Department of Homeland Security to enhance the capabilities of state and local first responders by allowing the purchase of advanced types of equipment, as well as addressing other critical homeland security needs, including administration, planning, training, and exercise-related costs;

WHEREAS, COUNTY applied to the California Governor's Office of Emergency Services ("CalOES") for a FY 2018 SHSGP grant;

WHEREAS, as part of its grant application, COUNTY requested sufficient funds to support certain activity(ies) or program(s) planned by SUBRECIPIENT that may be eligible for SHSGP grant funds;

WHEREAS, COUNTY was awarded FY 2018 SHSGP grant funding; and COUNTY, upon recommendation of the local Approval Authority designated in the SHSGP Guidelines, determined to allocate some of this funding to support SUBRECIPIENT'S eligible program(s) or activity(ies).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, COUNTY and SUBRECIPIENT hereby agree as follows:

1. GRANT SUBAWARD. Subject to the terms, conditions, and other limitations specified herein, COUNTY intends to subaward to SUBRECIPIENT a portion of its FY 2018 SHSGP Grant for the following program and/or activity:

Department/Agency: Porterville Fire Department

Program/Activity: Respirator Fit Test Calibration

Details about the specific program or activity authorized, the amounts allocated to the specified program or activity, and the anticipated performance and disbursement timelines shall be confirmed by subsequent award letter(s) from COUNTY ("Award Letter(s)") in accordance with this Agreement. **SUBRECIPIENT agrees not to expend any anticipated FY 2018 SHSGP grant funds until after it has received [an] Award Letter(s) authorizing the specific activity or program, and confirming the award amount.** Award Letter(s) may include attachments, which are considered to be integral parts of the Award Letter(s). Unless SUBRECIPIENT notifies COUNTY before it begins spending the funds authorized in a FY 2018 SHSGP Award Letter that it declines some or all of the program, activity, and/or funds outlined in the Award Letter, SUBRECIPIENT will be deemed to have accepted all of the terms and conditions specified in the Award Letter(s), including any attachments.

COUNTY reserves the exclusive right to determine the method and timing of disbursement of SHSGP funds to SUBRECIPIENT. Furthermore, and in addition to all other rights provided to COUNTY under this Agreement or the law, COUNTY reserves the right to, issue revised Award Letter(s) to modify

SUBRECIPIENT's authorized program, activity, award amounts, and/or performance periods, in accordance with the recommendations of the Local Approval Authority, the changing needs of SUBRECIPIENT and/or the likelihood of SUBRECIPIENT expending its subaward; however, such modifications will only be made after consultation with SUBRECIPIENT, and in accordance with the recommendations of the Local Approval Authority.

2. PERFORMANCE PERIOD. SUBRECIPIENT's Performance Period for all activities covered by the terms of this Agreement shall commence on October 1, 2018. Unless COUNTY specifies otherwise in SUBRECIPIENT's Award Letter(s), SUBRECIPIENT's Performance Period for all activities covered by the terms of this Agreement shall continue until whichever of the following dates or events occurs first: (i) April 30, 2021, or (ii) until otherwise terminated under the provisions of this Agreement. Only activities performed during the County-specified FY 2018 SHSGP Performance Period are eligible for funding/reimbursement pursuant to this Agreement.

3. GRANT REQUIREMENTS AND ASSURANCES. The SUBRECIPIENT hereby agrees to review, adhere to, and comply with all COUNTY, state, and federal grant award requirements. SUBRECIPIENT acknowledges that COUNTY was required to accept and agree to the CalOES Standard Assurances (attached as **Exhibit A**, and incorporated by reference herein), and that COUNTY must impose all such assurances on all of its subrecipients, at all levels. Accordingly, SUBRECIPIENT specifically accepts, agrees to, and will abide by the CalOES Standard Assurances, with the understanding that everywhere it references "Applicant" or "subrecipient" in Exhibit A shall be read to refer to SUBRECIPIENT. The CalOES Standard Assurances shall be binding on the SUBRECIPIENT, as well as its successors, transferees, contractors, consultants, etc. SUBRECIPIENT acknowledges that failure to comply with any of the assurances may result in suspension, termination, or reduction of grant funds.

Some of the requirements that SUBRECIPIENT hereby agrees to comply with appear in the following documents:

- (a) Applicable Federal Regulations, including: (i) Title 2, Part 200 of the Code of Federal Regulations (CFR) (which contains, among other items, Government cost principles, uniform administrative requirements and audit requirements for Federal grant programs), and (ii) updates issued by the Office of Management and Budget (OMB) on <http://www.whitehouse.gov/omb/>;
- (b) Federal Program Notice of Funding Opportunity (NOFO);
- (c) California Supplement to the NOFO; and
- (d) Federal and State Grant Program Guidelines.

By signing this Agreement, SUBRECIPIENT specifically makes the applicable certifications in Exhibit A, including the Lobbying and Political Activities and Debarment and Suspension Certifications (Paragraphs 3 and 4 of Exhibit A, respectively), as evidenced by the signature of SUBRECIPIENT's authorized agent.

4. FEDERALLY-FUNDED SERVICES. Because this grant subaward involves the provision of federal funds to SUBRECIPIENT, the terms and conditions outlined and incorporated in **Exhibit B, "Federally-Funded Services,"** will apply to this Agreement, and are incorporated herein by reference.

5. DISPOSAL OR DISPOSITION OF PROPERTY. SUBRECIPIENT acknowledges that pursuant to 2 CFR section 200.316, any real property, equipment, and intangible property that are acquired or improved with any SHSGP award must be held in trust by SUBRECIPIENT as trustee for the beneficiaries

of the project or program under which the property was acquired or improved. SUBRECIPIENT may be required by COUNTY, CalOES, or the federal government to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with the SHSGP award and that use and disposition conditions apply to the property.

Furthermore, SUBRECIPIENT agrees that when the equipment or supplies acquired with funds from this subaward are no longer needed for the original activity or program, or for other SUBRECIPIENT activities supported by the Department of Homeland Security (DHS)/ Federal Emergency Management Agency (FEMA), SUBRECIPIENT must notify COUNTY to request instructions on proper disposition of the equipment or supplies. SUBRECIPIENT is not permitted to sell, assign, or otherwise transfer title to (or any other interest in) equipment or supplies purchased with SHSGP funds except as permitted by 2 CFR Part 200. Furthermore, SUBRECIPIENT must obtain the express written permission of COUNTY for disposition of property that may have a current per unit fair market value of \$5,000 or more. Though not exclusive or exhaustive, additional information regarding disposition of property acquired with SHSGP funds can be found at 2 CFR Part 200, sections 200.313 through 200.316.

6. SUBAWARDS AND CONTRACTS. SUBRECIPIENT agrees to include all of the commitments specified in Exhibit A, and any other commitments or requirements included in this Agreement that expressly so designate, in the award documents it issues for all subawards at all tiers, including contracts under grants and cooperative agreements and subcontracts. SUBRECIPIENT further agrees that it will include the commitments in Exhibit A in all contracts paid for in whole or in part with FY 2018 SHSGP funds, and require such commitments to be included in applicable subcontracts. SUBRECIPIENT will ensure that its contractors and subcontractors comply with any applicable provisions in Exhibit A.

7. DESIGNATED COUNTY AUTHORIZED AGENT. Only those individuals designated by resolution of the Tulare County Board of Supervisors as Authorized Agents for FY 2018 SHSGP ("COUNTY Authorized Agents") are authorized to sign FY 2018 SHSGP Award Letters on behalf of COUNTY, or to suspend performance in accordance with Paragraph 16(d), below. All other notices from COUNTY may come from other COUNTY personnel.

8. PROOF OF SUBRECIPIENT AUTHORITY. Before this Agreement will be approved by COUNTY, SUBRECIPIENT must provide to COUNTY written authorization (in the form of a resolution, or some other format specifically authorized by COUNTY) from the city council, governing board, or authorized body in support of this project. This written authorization must specify that the SUBRECIPIENT and the city council, governing board, or authorized body agree:

- (a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required;
- (b) Any liability arising out of performance of this Agreement shall be the responsibility of the SUBRECIPIENT and the city council, governing board, or authorized body;
- (c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board, or authorized body; and
- (d) The official executing this Agreement is, in fact, authorized to do so.

9. DISALLOWANCE AND OFFSET. If, pursuant to this Agreement, SUBRECIPIENT requests or receives payment from COUNTY for programs, activities, or equipment, the reimbursement for which is later disallowed by the State of California or the United States Government, SUBRECIPIENT shall promptly refund the disallowed amount to COUNTY upon COUNTY's request. At its option, and to the

fullest extent permitted by law, COUNTY may offset the amount disallowed from any payment due or to become due to SUBRECIPIENT under this Agreement or any other agreement between SUBRECIPIENT or COUNTY.

Furthermore, if any of COUNTY's FY 2018 SHSGP grant funding is reduced, modified, or eliminated for any reason, COUNTY reserves the right to reduce, modify, or eliminate any or all of this FY 2018 SHSGP grant subaward to SUBRECIPIENT. SUBRECIPIENT agrees to promptly return any amounts requested by COUNTY in accordance with this provision. At its option, COUNTY may offset the amount to be returned by SUBRECIPIENT from any payment due or to become due to SUBRECIPIENT under this Agreement or any other agreement between SUBRECIPIENT and COUNTY.

10. MONITORING AND REPORTS. SUBRECIPIENT is responsible for oversight of the operations of the FY 2018 SHSGP supported activities. SUBRECIPIENT must monitor its activities to ensure compliance with applicable Federal requirements and achievement of specific performance expectations. SUBRECIPIENT's monitoring must cover each program, function or activity supported by FY 2018 SHSGP funding.

SUBRECIPIENT agrees to provide ongoing performance and financial reports regarding any and all of SUBRECIPIENT's programs and activities funded with FY 2018 SHSGP funding. At a minimum, these reports will be due on an annual basis, but COUNTY reserves the right to request more frequent reporting. Within 90 days of completion or termination of FY 2018 SHSGP funded subawards, SUBRECIPIENT is also expected to provide a final performance report and a final expenditure report in a format acceptable to COUNTY, State and the Federal government. SUBRECIPIENT will be notified of any additional required reports by separate Award Letter(s) or notice(s) from COUNTY.

11. MANDATORY DISCLOSURES. Pursuant to 2 CFR section 200.113, SUBRECIPIENT must disclose, in a timely manner, and in writing to COUNTY and ultimately to the federal awarding agency, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this subaward. Pursuant to the terms and conditions outlined in Appendix XII to 2 CFR Part 200 ("Award Term and Condition for Recipient Integrity and Performance Matters"), SUBRECIPIENT may also be also required to report certain civil, criminal, or administrative proceedings to SAM. Failure to make required disclosures can result in any of the remedies described in 2 CFR section 200.338, "Remedies for noncompliance," including suspension or debarment.

12. SUBMITTING FALSE CLAIMS. Under applicable federal and state law, if SUBRECIPIENT submits a false claim to COUNTY under this Agreement, then SUBRECIPIENT will be liable to COUNTY for the statutory penalties set forth in those statutes, including, but not limited to statutory fines, treble damages, costs, and attorneys' fees. SUBRECIPIENT will be deemed to have submitted a false claim to COUNTY if SUBRECIPIENT:

- (a) Knowingly presents or causes to be presented to COUNTY a false claim or request for payment or approval;
- (b) Knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by COUNTY;
- (c) Conspires to defraud COUNTY, State, or the Federal Government by getting a false claim allowed or paid by COUNTY
- (d) Knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to COUNTY;

or

- (e) Is a beneficiary of an inadvertent submission of a false claim to COUNTY, later discovers the falsity of the claim, and fails to disclose the false claim to COUNTY within a reasonable time after discovery of the false claim.

13. INSURANCE. SUBRECIPIENT certifies it is insured or self-insured for general liability exposures with limits of no less than \$1 million per occurrence. SUBRECIPIENT certifies it is insured or self-insured for workers' compensation and maintains statutory limits. SUBRECIPIENT agrees that coverage limits specified within the Agreement will not be used to reduce limits of coverage from SUBRECIPIENT'S full policy limits. Insurance Policies will not be used to limit liability or to limit the indemnification provisions and requirements of this Agreement or act in any way to reduce available coverage and limits from the insurer. Failure to maintain or renew coverage may be a material breach of this Agreement.

14. LIABILITY OF COUNTY. COUNTY's payment obligations to SUBRECIPIENT for FY 2018 SHSGP funds are limited by all provisions and other requirements specified in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall COUNTY be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect, or incidental damages arising out of or in connection with this Agreement, including, but not limited to, lost profits, equipment purchased, or activities performed in connection with this Agreement.

15. HOLD HARMLESS, INDEMNIFICATION, AND DEFENSE.

(a) To the fullest extent permitted by law, SUBRECIPIENT must indemnify, defend (at SUBRECIPIENT'S sole cost and expense and with legal counsel approved by COUNTY, which approval may not be unreasonably withheld), protect, and hold harmless COUNTY, all subsidiaries, divisions and affiliated agencies of COUNTY, and all of their representatives, partners, designees, officers, directors, employees, consultants, agents, successors and assigns, (each, an "Indemnified Party" and collectively, the "Indemnified Parties"), from and against all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs, and all other professional expert or consultants' fees and costs and COUNTY general and administrative expenses) of every kind and nature whatsoever (individually, a "Claim"; collectively, "Claims") which may arise out of, pertain to, or relate (directly or indirectly) to the negligence, recklessness, or misconduct of SUBRECIPIENT with respect to any activities and/or programs performed, training provided, or items purchased or used under or in relation to this Agreement (including, without limitation, the acts, errors, and/or omissions of SUBRECIPIENT, its principals, officers, agents, employees, vendors, suppliers, consultants, sub-consultants, contractors, anyone employed directly or indirectly by any of them, or for whose acts they may be liable, or any or all of them). SUBRECIPIENT'S obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an Indemnified Party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an Indemnified Party, then SUBRECIPIENT'S indemnification obligation shall be reduced in proportion to the established comparative liability.

(b) The duty to defend is a separate and distinct obligation from SUBRECIPIENT'S duty to indemnify. SUBRECIPIENT shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, the Indemnified Parties immediately upon tender to SUBRECIPIENT of the Claim in any form or at any stage of an action or proceeding, whether or not liability is established. Payment to

SUBRECIPIENT by any Indemnified Party or the payment or advance of defense costs by any Indemnified Party cannot be a condition precedent to enforcing the Indemnified Party's rights to defense or indemnification under this Agreement. An allegation or determination that persons other than SUBRECIPIENT are responsible for the Claim does not relieve SUBRECIPIENT from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if SUBRECIPIENT asserts that liability is caused in whole or in part by the negligence or willful misconduct of an Indemnified Party. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of an Indemnified Party, then SUBRECIPIENT may submit a claim to the COUNTY for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the Indemnified Party. SUBRECIPIENT'S indemnification obligations under this Agreement will survive the expiration or earlier termination of this Agreement until action against the Indemnified Parties for the matter indemnified is fully and finally barred by the applicable statute of limitations or statute of repose. SUBRECIPIENT'S liability for indemnification under this Agreement is in addition to any liability SUBRECIPIENT may have to COUNTY for a breach by SUBRECIPIENT of any of the provisions of this Agreement. Under no circumstances may the insurance requirements and limits set forth in this Agreement be construed to limit SUBRECIPIENT'S indemnification obligation or other liability under this Agreement. The terms of this Agreement are contractual and the result of negotiation between the Parties.

(c) SUBRECIPIENT must indemnify and hold COUNTY harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses, for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by COUNTY, or any of its officers or agents, of articles or services to be supplied in the performance of this Agreement.

16. TERMINATION

(a) Without Cause (For Convenience): Either Party may terminate this Agreement for convenience by giving thirty (30) days' prior written notice to the other Party of its intention to terminate pursuant to this provision, specifying the date of termination. COUNTY will not pay lost anticipated profits or other economic loss resulting from termination of this Agreement. After receiving a notice of termination for convenience from SUBRECIPIENT, and prior to the effective date of termination, COUNTY may, in its sole discretion, continue to disburse grant funding to SUBRECIPIENT for the programs or activities permitted under this Agreement and specified in the effective Award Letter(s); however, COUNTY specifically reserves the right to cancel or modify some of the programs or activities specified in the Award Letter if it seems infeasible for SUBRECIPIENT to complete its work before the termination of the contract. Any funding disbursed to SUBRECIPIENT but not yet spent at the time the Agreement is terminated must be returned to COUNTY. All such disbursements continue to be subject to the restrictions otherwise provided in this Agreement or by law.

COUNTY will not impose sanctions on SUBRECIPIENT for a termination for convenience.

(b) With Cause: Either party may terminate this Agreement immediately, by written notice to the other Party, should the other Party:

- (1) be adjudged a bankrupt, or
- (2) become insolvent or have a receiver appointed, or
- (3) make a general assignment for the benefit of creditors, or
- (4) suffer any judgment which remains unsatisfied for 30 days, and which would

substantively impair the ability of the judgment debtor to perform under this Agreement.

COUNTY also reserves the right to immediately suspend and/or to terminate this Agreement, for cause, upon discovery of a material breach by SUBRECIPIENT. A material breach includes, but is not limited to, (i) SUBRECIPIENT's failure to comply with the terms and conditions of this Agreement or of any Award Letter(s) issued by COUNTY; (ii) a material misrepresentation by SUBRECIPIENT to COUNTY in relation to this grant program; or (iii) failure to comply with all applicable laws or regulations. COUNTY will provide written notice of the material breach and its determination to either suspend or terminate the contract, specifying the date of termination. At COUNTY's sole discretion, COUNTY may provide SUBRECIPIENT with a reasonable period of time to cure the breach. If COUNTY terminates this Agreement for cause, COUNTY reserves the right to reduce, modify, or eliminate any or all of this subaward and any other outstanding SHSGP subawards to SUBRECIPIENT. Upon demand by COUNTY, SUBRECIPIENT agrees to immediately return FY 2018 SHSGP funding that has been disbursed to SUBRECIPIENT and which remains in SUBRECIPIENT's possession at the time this Agreement is terminated. In addition, the payment of any grant funds that have yet to be disbursed for work already completed by SUBRECIPIENT under this Agreement remains subject to the restrictions on payments otherwise provided in this Agreement and by law, and is further conditioned on COUNTY's confirmation of SUBRECIPIENT's satisfactory completion of the activities or programs specified in this Agreement and any related Award Letter(s).

COUNTY will not pay lost anticipated profits or other economic loss, nor will the County pay compensation or make reimbursement to cure any breach arising out of or resulting from such termination for cause. If this Agreement is terminated for cause, COUNTY may impose sanctions, including possible rejection of future proposals based on specific causes of non-performance. Furthermore, if this Agreement is terminated for SUBRECIPIENT's failure to comply with applicable federal statutes or regulations, including those specifically incorporated into this Agreement by reference, SUBRECIPIENT is advised that the COUNTY's termination decision may be considered in evaluating future applications for federal grant awards.

(c) Effects of Completion or Termination: Expiration, completion, or termination of this Agreement shall not terminate any of SUBRECIPIENT's obligations to indemnify, defend, or hold harmless; to maintain and make available any records pertaining to the Agreement; to cooperate with any audit; to be subject to offset; to make any reports of pre-termination contract activities; to honor its obligations related to the disposal or disposition of property purchased with SHSGP funding; to comply with the continuing obligations contained in Exhibit A; or to comply with any other continuing or closeout obligations required by this Agreement or by federal or state law or regulation, including those specified in 2 CFR Part 200. Where SUBRECIPIENT's activities or programs have been terminated by the COUNTY for cause, said termination will not affect any rights of the COUNTY to recover damages from or against SUBRECIPIENT.

(d) Suspension of Performance: Independent of any right to terminate this Agreement, COUNTY Authorized Agents may immediately suspend performance by SUBRECIPIENT, in whole or in part, in response to health, safety or financial emergency, a change in SHSGP grant funding to COUNTY, or a failure or refusal by SUBRECIPIENT to comply with the provisions of this Agreement, until such time as the cause for suspension is resolved, or a notice of termination becomes effective.

17. RECORDS. SUBRECIPIENT shall maintain complete and accurate records with respect to the activities, programs, and/or purchases funded by or related to FY 2018 SHSGP funding and/or this Agreement, including all records relating to procurement of goods and services. In addition,

SUBRECIPIENT shall maintain complete and accurate records with respect to any payments to employees, subawardees, contractors, or subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures and any applicable procedures required by the COUNTY or the federal or state government. All applicable records shall be clearly identified, maintained on site, and be kept readily accessible.

SUBRECIPIENT further agrees to make all such records available to federal, state, and COUNTY government representatives, as further specified in Exhibit A, Paragraph 9 and Exhibit B, Paragraph 10. SUBRECIPIENT shall ensure that members of the public also have access to such records upon request, in accordance with the Freedom of Information Act and the California Public Records Act. SUBRECIPIENT specifically agrees to require any subrecipients, contractors, successors, transferees, and assignees to acknowledge and agree to comply with all of these record keeping and access requirements.

Failure to comply with these requirements may result in suspension of payments under the grant, termination of the grant, or both. SUBRECIPIENT may be ineligible for award of any future grants if COUNTY or Cal OES determines that any of the following has occurred: (1) the recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

18. NOTICES. Except as may be otherwise required by law, any notice to be given must be written and must be either personally delivered, sent by facsimile transmission, or sent by first class mail, postage prepaid and addressed as follows:

COUNTY:

Andrew Lockman
Emergency Services Manager
Tulare County HHSA/Office of
Emergency Services
5957 S Mooney Blvd
Visalia, CA 93277
Phone No.: (559) 624-7498
Fax No.: (559) 624-7499

With a Copy To:

COUNTY ADMINISTRATIVE OFFICER
2800 W. Burrel Ave.
Visalia, CA 93291

Phone No.: (559) 636-5005

Fax No.: (559) 733-6318

SUBRECIPIENT:

Dave LaPere
Fire Chief
40 W Cleveland Ave
Porterville, CA 93257
Phone No.: (559) 782-7526
Fax No.: (559) 791-7834

Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth (5th) day after the date of mailing. Either party may change the above address by giving written notice pursuant to this paragraph.

19. CONFLICTS WITH LAWS OR REGULATIONS/ SEVERABILITY. This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision 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, and some or all of the grant money may need to be returned to COUNTY. Such a termination will be treated as a termination for cause, in accordance with Paragraph 16 above. In all other cases, the remainder of the Agreement shall continue in full force and effect.

20. MODIFICATION. No part of this Agreement may be modified without the written consent of both Parties.

21. EXHIBITS AND RECITALS. The Recitals and the Exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

22. GOVERNING LAW. This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The Parties agree that this contract is made in and shall be performed in Tulare County, California.

23. FURTHER ASSURANCES. Each Party will execute any additional documents and perform any further acts which may be reasonably required to effect the purposes of this Agreement.

24. NO THIRD PARTY BENEFICIARIES. 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.

25. WAIVERS. 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 of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other Party.

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

27. ORDER OF PRECEDENCE. In the event of any conflict or inconsistency between or among the body of the Agreement and any Award Letter or other communication between COUNTY and SUBRECIPIENT, then the terms and conditions of the body of this Agreement shall prevail.

28. ASSIGNMENT. This Agreement is entered into by COUNTY in reliance on the identity and representations made by SUBRECIPIENT, and no part of this Agreement or this subaward (including any equipment purchased with the subaward) may be assigned, transferred, or sold by SUBRECIPIENT without the prior written consent of COUNTY, which consent COUNTY may grant, delay, deny, or condition in its absolute discretion. Any FY 2018 SHSGP funds provided to SUBRECIPIENT and not yet expended at the time of any attempted unauthorized assignment or transfer will be forfeit to COUNTY at the time of attempted assignment or transfer. Furthermore, the voluntary or involuntary assignment of this Agreement to a receiver or trustee in bankruptcy, will constitute a material breach and will automatically terminate this Agreement without advance notice or opportunity to cure.

29. COMPLIANCE WITH LAWS. SUBRECIPIENT shall comply with all applicable laws, ordinances, rules, and regulations and obtain and keep current all permits, licenses and/or approvals required by law to perform the activities or services, or to purchase any equipment, specified in this Agreement.

30. CONFLICT OF INTEREST

(a) SUBRECIPIENT agrees to, at all times during the performance of this Agreement, comply with the law of the State of California regarding conflicts of interests and appearance of conflicts of interests, including, but not limited to Government Code Section 1090 et seq., and the Political Reform Act, Government Code Section 81000 et seq. and regulations promulgated pursuant thereto by the California Fair Political Practices Commission. The statutes, regulations and laws previously referenced include, but are not limited to, prohibitions against any public officer or employee, including SUBRECIPIENT, from making any decision on behalf of COUNTY in which such officer, employee or consultant/contractor has a direct or indirect financial interest. A violation can occur if the public officer, employee or consultant/contractor participates in or influences any COUNTY decision which has the potential to confer any pecuniary benefit on SUBRECIPIENT or any business firm in which SUBRECIPIENT has an interest, with certain narrow exceptions.

(b) SUBRECIPIENT agrees that if any facts come to its attention which raise any questions as to the applicability of conflicts of interest laws, it will immediately inform the COUNTY designated representative and provide all information needed for resolution of this question.

31. COUNTERPARTS. The Parties may sign this Agreement in counterparts, each of which is an original and all of which taken together form one single document.

32. CERTIFICATION AND ACKNOWLEDGEMENT: The undersigned represents that he/she is authorized to enter into this Agreement for and on behalf of the SUBRECIPIENT. As the duly authorized representative of the SUBRECIPIENT, the undersigned hereby certifies that the SUBRECIPIENT has the legal authority to apply for County, State, and Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay any non-Federal share of project cost) to ensure proper planning, management and completion of the project described in the FY 2018 SHSGP application, within the prescribed timelines.

The undersigned further acknowledges that the SUBRECIPIENT is responsible for reviewing and adhering to all COUNTY, state, and federal grant award requirements.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year signed by the last Party below.

SUBRECIPIENT

By: _____
[Title]

Date: _____

ATTEST:

By: _____

Approved as to form:

By: _____

COUNTY OF TULARE

By: _____
Chairman, Board of Supervisors

Date: _____

ATTEST: JASON T. BRITT
County Administrative Officer/
Clerk of the Board of Supervisors

By: _____
Deputy

Approved as to form: County Counsel

By: _____
Deputy, Matter No. 20181694.

EXHIBIT A



Standard Assurances For All Cal OES Federal Grant Programs

As the duly authorized representative of the Applicant, I hereby certify that the Applicant has the legal authority to apply for federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay any non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application, within prescribed timelines.

I further acknowledge that the Applicant is responsible for reviewing and adhering to all requirements within the:

- (a) Applicable Federal Regulations (see below);
- (b) Federal Program Notice of Funding Opportunity (NOFO);
- (c) California Supplement to the NOFO; and
- (d) Federal and State Grant Program Guidelines.

Federal Regulations

Government cost principles, uniform administrative requirements, and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.). Updates are issued by the Office of Management and Budget (OMB) and can be found at <http://www.whitehouse.gov/omb/>.

Significant state and federal grant award requirements (some of which appear in the documents listed above) are set forth below. The Applicant hereby agrees to comply with the following:

1. Proof of Authority

The Applicant will obtain written authorization from the city council, governing board, or authorized body in support of this project. This written authorization must specify that the Applicant and the city council, governing board, or authorized body agree:

- (a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required;
- (b) Any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board, or authorized body;
- (c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board, or authorized body, and
- (d) The official executing this agreement is, in fact, authorized to do so.

This Proof of Authority must be maintained on file and readily available upon request.

EXHIBIT A

2. Period of Performance

The Applicant will initiate work after approval of the award and complete all work within the period of performance specified in the grant.

3. Lobbying and Political Activities

As required by Section 1352, Title 31 of the United States Code (U.S.C.), for persons entering into a contract, grant, loan, or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Applicant certifies that:

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The Applicant will also comply with provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and §§ 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

Finally, the Applicant agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

4. Debarment and Suspension

As required by Executive Orders 12549 and 12689, and 2 C.F.R. § 200.213 and codified in 2 C.F.R. Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the federal government. The Applicant certifies that it and its principals, subgrantees, recipients or subrecipients:

EXHIBIT A

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

Where the Applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

5. Non-Discrimination and Equal Employment Opportunity

The Applicant will comply with all federal statutes relating to non-discrimination. These include, but are not limited to, the following:

- (a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. § 2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
- (b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
- (c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794), which prohibits discrimination against those with disabilities or access and functional needs;
- (d) Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs (42 U.S.C. §§ 12101-12213);
- (e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
- (f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd—2), relating to confidentiality of patient records regarding substance abuse treatment;
- (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)— be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);

EXHIBIT A

- (h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification or national origin;
- (i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
- (j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;
- (k) DHS policy to ensure the equal treatment of faith-based organizations, under which all applicants and recipients must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;
- (l) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
- (m) The requirements of any other nondiscrimination statute(s) which may apply to the application.

In addition to the items listed in (a) through (m), the Applicant will comply with California's Fair Employment and Housing Act (FEHA). FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave (California Government Code §§12940, 12945, 12945.2), military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions.

6. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), the Applicant certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

7. Environmental Standards

The Applicant will comply with state and federal environmental standards, which may be prescribed pursuant to the following, as applicable:

- (a) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000- 21177), to include coordination with the city or county planning agency;
- (b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000- 15387);
- (c) Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
- (d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;

EXHIBIT A

- (e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
- (f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
- (g) Executive Order 11514 which sets forth national environmental standards;
- (h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;
- (i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
- (j) The Endangered Species Act of 1973, (P.L. 93-205);
- (k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- (l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §7401 et seq.);
- (m) Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

The Applicant shall not be: 1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease and desist order pursuant to § 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.

8. Audits

For subrecipients expending \$750,000 or more in federal grant funds annually, the Applicant will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and Title 2 of the Code of Federal Regulations, Part 200, Subpart F Audit Requirements.

9. Access to Records

In accordance with 2 C.F.R. § 200.336, the Applicant will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. The Applicant will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

EXHIBIT A

10. Conflict of Interest

The Applicant will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

11. Financial Management

False Claims for Payment

The Applicant will comply with 31 U.S.C §§ 3729-3733 which sets forth that no subgrantee, recipient, or subrecipient shall submit a false claim for payment, reimbursement or advance.

12. Reporting - Accountability

The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), specifically (a) the reporting of subawards obligating \$25,000 or more in federal funds and (b) executive compensation data for first-tier subawards. This includes the provisions of FFATA, which includes requirements for executive compensation, and also requirements implementing the Act for the non-federal entity at 2 C.F.R. Part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 C.F.R. Part 170 Reporting Subaward and Executive Compensation Information.

13. Whistleblower Protections

The Applicant also must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310.

14. Human Trafficking

The Applicant will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from: (1) engaging in trafficking in persons during the period of time that the award is in effect; (2) procuring a commercial sex act during the period of time that the award is in effect; or (3) using forced labor in the performance of the award or subawards under the award.

15. Labor Standards

The Applicant will comply with the following federal labor standards:

- (a) The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts, and
- (b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et al.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

EXHIBIT A

16. Worker's Compensation

The Applicant must comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

17. Property-Related

If applicable to the type of project funded by this federal award, the Applicant will:

- (a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;
- (b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;
- (c) Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.); and
- (d) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

- (a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;
- (b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications; and
- (c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

EXHIBIT A

19. Use of Cellular Device While Driving is Prohibited

Applicants are required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication. Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.

20. California Public Records Act and Freedom of Information Act

The Applicant acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code section 6250 et seq. The Applicant should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

HOMELAND SECURITY GRANT PROGRAM - PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS

21. Reporting Accusations and Findings of Discrimination

If during the past three years the recipient has been accused of discrimination on any basis the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS Financial Assistance Office and the DHS Office for Civil Rights and Civil Liberties (CRCL) by e-mail at CRCL@hq.dhs.gov or by mail at U.S. Department of Homeland Security, Office for Civil Rights and Civil Liberties, Building 410, Mail Stop #0190, Washington, D.C. 20528.

In the courts or administrative agencies make a finding of discrimination on grounds of race, color, national origin (including LEP), sex, age, disability, religion, or familial status against the recipient, or the recipients settle a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Financial Assistance Office and the CRCL by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

22. Acknowledgment of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

23. Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

EXHIBIT A

24. Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template a useful resource respectively.

25. Copyright

All recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

26. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

27. Energy Policy and Conservation Act

All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

28. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

29. Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

30. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, all Applicants must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225a.

EXHIBIT A

31. Non-supplanting Requirement

All recipients who receive federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

32. Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

33. SAFECOM

All recipients who receive federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

34. Terrorist Financing

All recipients must comply with Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

35. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

36. USA Patriot Act of 2001

All recipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

37. Use of DHS Seal, Logo, and Flags

All recipients must obtain permission from their DHS Financial Assistance Office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

EXHIBIT A

IMPORTANT

The purpose of the assurance is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. The Applicant recognizes and agrees that state financial assistance will be extended based on the representations made in this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, etc. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the Applicant and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the subrecipient may be ineligible for award of any future grants if the Cal OES determines that any of the following has occurred: (1) the recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers. All recipients are bound by the Department of Homeland Security Standard Terms and Conditions 2018, Version 8.1, hereby incorporated by reference, which can be found at: <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.

The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the Applicant.

Subrecipient: _____

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title: _____ Date: _____

EXHIBIT B

Federally-Funded Services

(Pursuant to Appendix II, 2 CFR Part 200)

(1) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, if this Agreement meets the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3, then during the performance of this Agreement, the SUBRECIPIENT agrees as follows: (1) The SUBRECIPIENT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The SUBRECIPIENT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (2) The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the SUBRECIPIENT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. (3) The SUBRECIPIENT will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the SUBRECIPIENT'S legal duty to furnish information. (4) The SUBRECIPIENT will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the SUBRECIPIENT'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (5) The SUBRECIPIENT will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. (6) The SUBRECIPIENT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. (7) In the event of the SUBRECIPIENT'S noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the SUBRECIPIENT may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. (8) The SUBRECIPIENT will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The SUBRECIPIENT will take such action with respect to any subcontract or purchase order as the COUNTY may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event SUBRECIPIENT becomes involved in, or is

EXHIBIT B

threatened with, litigation with a sub-contractor or vendor as a result of such direction by the COUNTY, then the SUBRECIPIENT may request the United States to enter into such litigation to protect the interests of the United States. The COUNTY further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work.

The COUNTY agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The COUNTY further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the COUNTY agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the COUNTY under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from the COUNTY; and refer the case to the Department of Justice for appropriate legal proceedings.

The SUBRECIPIENT and each of its subcontractors shall include this equal opportunity clause in each of its subcontracts.

(2) Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). If this Agreement involves payment for construction services in excess of \$2,000, then the SUBRECIPIENT must comply with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the Davis-Bacon Act, the SUBRECIPIENT is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the U.S. Secretary of Labor. In addition, the SUBRECIPIENT is required to pay wages not less than once a week. The COUNTY must provide SUBRECIPIENT with a copy of the current prevailing wage determination issued by the U.S. Department of Labor with respect to the services to be provided under the subject Agreement. The SUBRECIPIENT’S execution of the subject Agreement constitutes the SUBRECIPIENT’S acceptance of the wage determination. The COUNTY must report all suspected or reported violations to the Federal awarding agency.

(3) Copeland “Anti- Kickback” Act (40 U.S.C. 3145). SUBRECIPIENT must comply with the Copeland “Anti- Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). Under the Copeland “Anti- Kickback” Act, the SUBRECIPIENT and all subcontractors are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The COUNTY must report all suspected or reported violations to the Federal awarding agency.

EXHIBIT B

(4) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). If this Agreement involves payments for services in excess of \$100,000 that include the employment of mechanics or laborers, then the SUBRECIPIENT must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the SUBRECIPIENT is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(5) Rights to Inventions Made Under a Contract or Agreement. If the Federal award supporting payments for services under this Agreement meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the Agreement is with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” then the COUNTY and the SUBRECIPIENT must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(6) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended. If this Agreement involves payments for services in excess of \$150,000, then the SUBRECIPIENT must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(7) Debarment and Suspension (Executive Orders 12549 and 12689). By execution of this Agreement, SUBRECIPIENT certifies to the COUNTY that it is not a party listed on the government-wide exclusions list in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension,” and is not debarred, suspended, or otherwise excluded from the award of a federally-supported contract under statutory or regulatory authority other than Executive Order 12549.

(8) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). If this Agreement involves payments for services in excess of \$100,000, then by execution of this Agreement, the SUBRECIPIENT certifies to the COUNTY that it will not and has not used Federally-appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. The SUBRECIPIENT must also disclose to the COUNTY in writing any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

(9) Procurement of recovered materials. Pursuant to 2 CFR § 200.322, COUNTY and SUBRECIPIENT must comply with section 6002 of the Federal Solid Waste Disposal Act, as amended by

EXHIBIT B

the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(10) Records Retention and Access. Pursuant to 2 CFR §§ 200.333 through 200.337, the following provisions regarding Records Retention and Access will apply to this Agreement:

(a) Retention requirements for records. SUBRECIPIENT must retain all financial records, supporting documents, statistical records, and all other of its records pertinent to this Agreement for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or COUNTY. The only exceptions to the 3 year limit are the following:

(i) If any litigation, claim, or audit is started before the expiration of the 3-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

(ii) When the SUBRECIPIENT is notified in writing by the COUNTY or Federal awarding agency, cognizant agency for audit, oversight agency for audit, or cognizant agency for indirect costs to extend the retention period.

(iii) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

(iv) When records are transferred to or maintained by the COUNTY, or Federal awarding agency, the 3-year retention requirement is not applicable to the SUBRECIPIENT.

(v) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the SUBRECIPIENT'S fiscal year in which the program income is earned.

(vi) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

1. *If submitted for negotiation.* If the proposal, plan, or other computation is required to be submitted to the COUNTY or the Federal Government to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.

2. *If not submitted for negotiation.* If the proposal, plan, or other computation is not required to be submitted to the COUNTY or Federal Government for negotiation purposes, then the 3- year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

(b) Methods for collection, transmission and storage of information. In accordance with the May 2013 Executive Order on Making Open and Machine Readable the New Default for Government Information, the Federal awarding agency and the SUBRECIPIENT should, whenever practicable, collect,

EXHIBIT B

transmit, and store Federal award-related information in open and machine readable formats rather than in closed formats or on paper. The Federal awarding agency or COUNTY must always provide or accept paper versions of Federal award-related information to and from the SUBRECIPIENT upon request. If paper copies are submitted, the Federal awarding agency or COUNTY must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

(c) Access to records.

(i) Records of SUBRECIPIENT. The Federal awarding agency, Inspectors General, the Comptroller General of the United States, the State of California, and the COUNTY, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the SUBRECIPIENT which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the SUBRECIPIENT'S personnel for the purpose of interview and discussion related to such documents.

(ii) Only under extraordinary and rare circumstances would such access include review of the true name of victims of a crime. Routine monitoring cannot be considered extraordinary and rare circumstances that would necessitate access to this information. When access to the true name of victims of a crime is necessary, appropriate steps to protect this sensitive information must be taken by both the SUBRECIPIENT and the Federal awarding agency or COUNTY. Any such access, other than under a court order or subpoena pursuant to a bona fide confidential investigation, must be approved by the head of the Federal awarding agency or delegate.

(iii) Expiration of right of access. The rights of access in this section are not limited to the required retention period but last as long as the records are retained. Federal awarding agencies and COUNTY must not impose any other access requirements upon SUBRECIPIENT.



CITY COUNCIL AGENDA – AUGUST 6, 2019

SUBJECT: A Resolution Approving the Application for Statewide Park Development and Community Revitalization Program Grant Funds

SOURCE: Parks and Leisure Services

COMMENT: The Statewide Park Development and Community Revitalization Program originated from Proposition 68. This competitive grants program will create new parks and new recreation opportunities in critically underserved communities across California. \$650,275,000 will be distributed throughout multiple rounds. Grant awards for this round are to be announced at the end of 2019.

Staff has prepared a Proposition 68 grant application. The City's application includes the construction of a new community center on Henderson Avenue and Fourth Street along the Rails to Trails. The City's application is for the maximum \$8,500,000 of which there is no matching funds requirement. A Resolution of the City Council of the City of Porterville approving the application for Statewide Park Development and Community Revitalization Program Grant Funds is required as part of the grant application.

RECOMMENDATION: That the City Council adopt a Resolution approving the application for Statewide Park Development and Community Revitalization Program Grant Funds.

ATTACHMENTS:

1. Location Map Prop 68 Grant
2. Draft Resolution Authorizing Grant

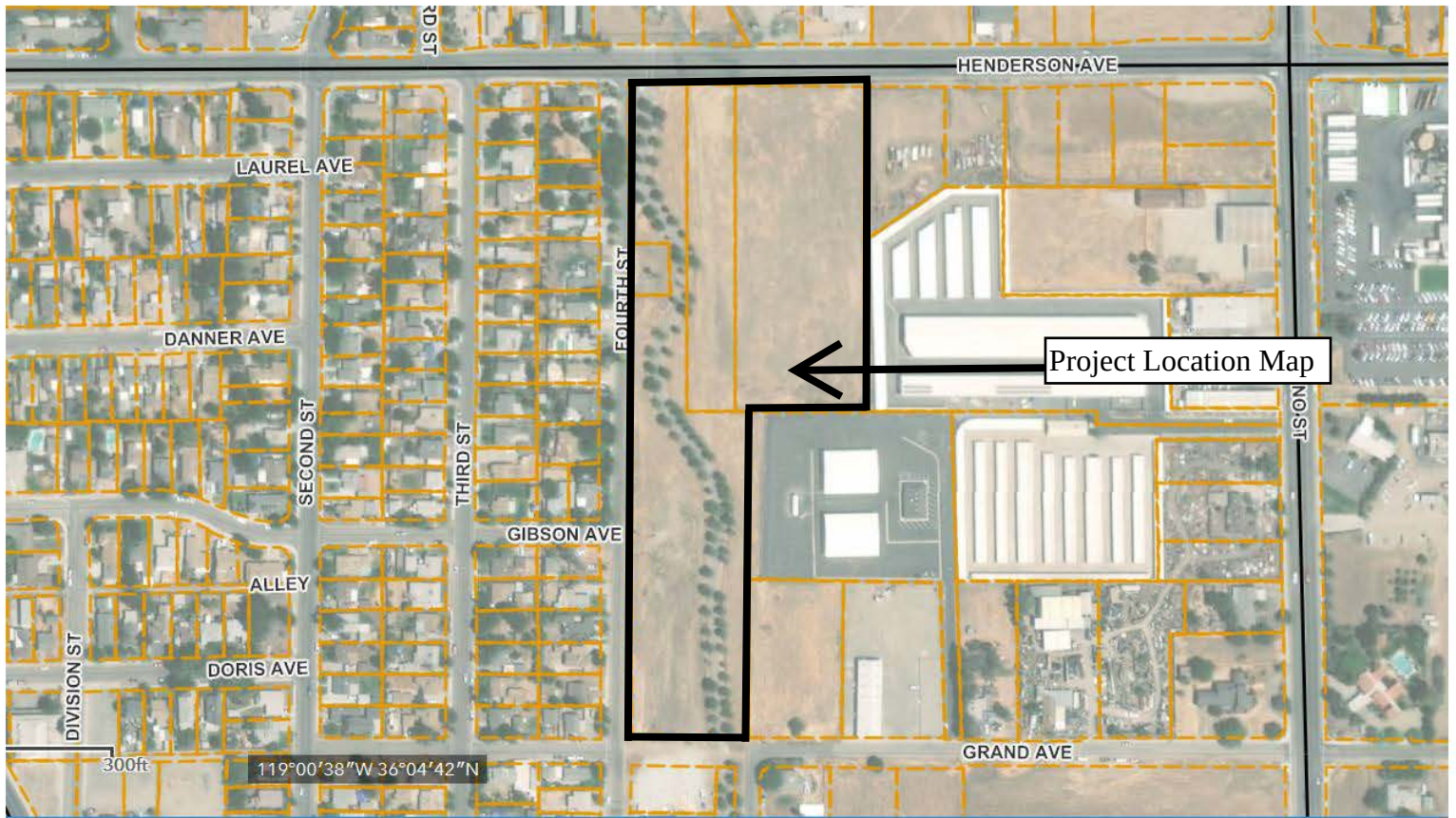
Appropriated/Funded:

Review By:

Department Director:

Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager



City of Porterville-Prop.68

RESOLUTION NO. ____-2019

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
APPROVING THE APPLICATION FOR STATEWIDE PARK DEVELOPMENT AND
COMMUNITY REVITALIZATION PROGRAM GRANT FUNDS**

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Statewide Park Development and Community Revitalization Grant Program, setting up necessary procedures governing the application; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of the application before submission of said application to the State; and

WHEREAS, successful Applicants will enter into a contract with the State of California to complete the Grant Scope project;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Porterville hereby:

**APPROVES THE FILING OF AN APPLICATION FOR THE FOURTH
STREET FIELDHOUSE; AND**

1. Certifies that said Applicant has or will have available, prior to commencement of any work on the project included in this application, the sufficient funds to complete the project; and
2. Certifies that if the project is awarded, the Applicant has or will have sufficient funds to operate and maintain the project, and
3. Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and
4. Delegates the authority to the Parks and Leisure Services Director to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the Grant Scope; and
5. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.
6. Will consider promoting inclusion per Public Resources Code §80001(b)(8 A-G).

PASSED, APPROVED AND ADOPTED this 6th day of August, 2019.

Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk



CITY COUNCIL AGENDA – AUGUST 6, 2019

SUBJECT: Consent to Sublet Airport Hangar Lot No. 7

SOURCE: Finance

COMMENT: Tule River Aero Industries, Inc. is the current leaseholder of Lot 7 at the Porterville Municipal Airport. They recently submitted a letter dated July 17, 2019, requesting the City's consent to sublet the hangar on Lot 7 to Skydive Elsinore, Inc., effective July 1, 2019 and expiring December 31, 2024. The hangar will be utilized for hangar services and as a skydiving training facility exclusively for United States and allied forces military personnel.

RECOMMENDATION: That the City Council authorize the Lessee, Tule River Aero Industries, Inc., to sublet airport hangar Lot 7 at the Porterville Municipal Airport to Skydive Elsinore, Inc. for a period of five years and six months; and authorize the Mayor to sign the Lessor's Consent to Sublet Airport Hangar Lot No. 7 on behalf of the City.

ATTACHMENTS:

1. Locator Map Lot 7
2. Letter of Request to Sublet Lot 7
3. City's Consent to Sublet Lot 7

Appropriated/Funded:

Review By:

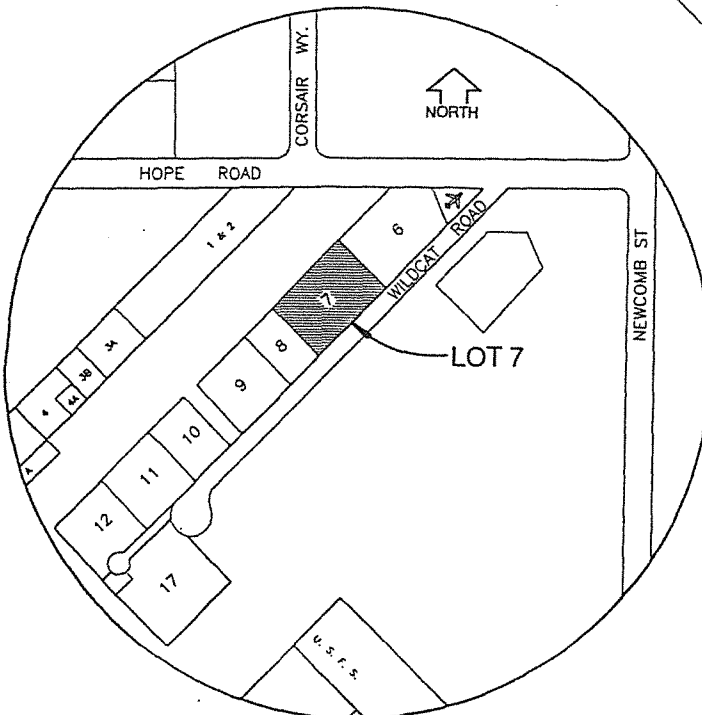
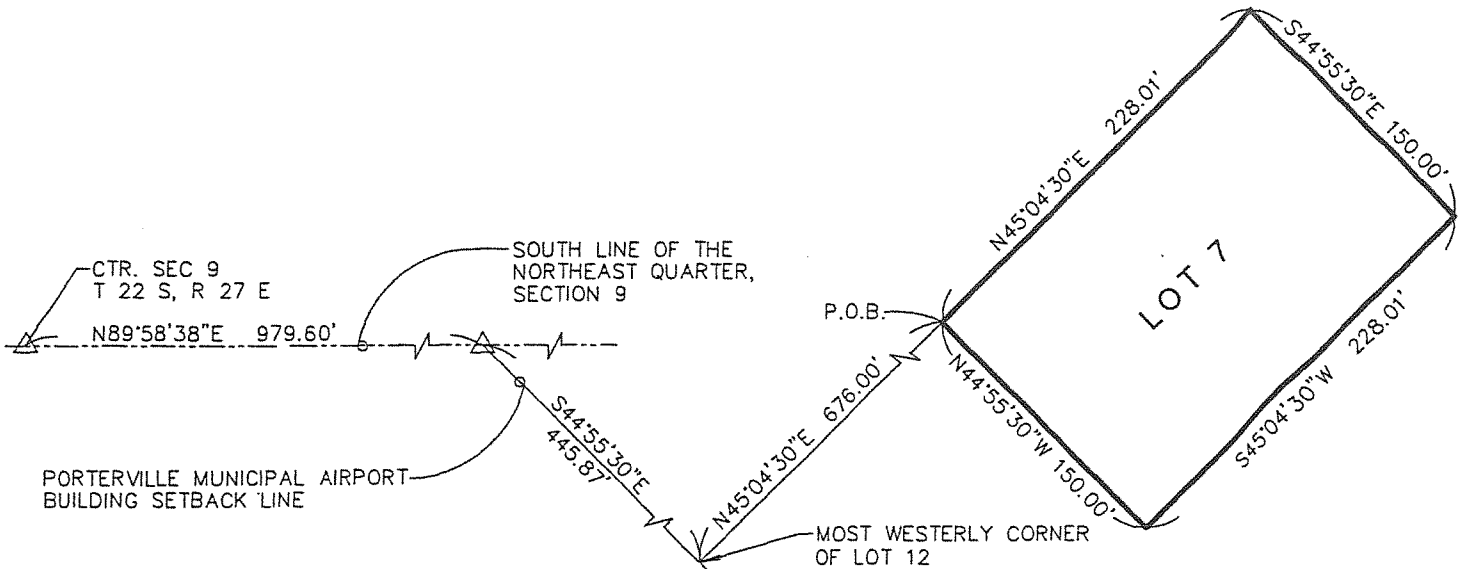
Department Director:

Maria Bemis, Finance Director

Final Approver: John Lollis, City Manager

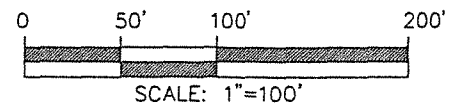
PROPERTY PLAT

EXHIBIT "B"



VICINITY MAP

△ = BRASS CAPPED
2" IRON PIPE



City of Porterville

291 N. MAIN ST.
PORTERVILLE, CA. 93257
559 7827462

*That portion of the Northeast quarter of
Section 9, Township 22 South, Range 27 East,
Mount Diablo Base and Meridian, in the City
of Porterville, County of Tulare, State of
California. according to the Official Plat thereof.*

OWNER: City of Porterville
STATUS: Lot 7 Lease Lot
AREA: 34,201.5 S.F. (Total)
ACRES: 0.785 AC. (Total)

DRAWN BY TJ
CHK'K BY MKR

July 17, 2019

Tule River Aero Industries
2780 Yowlumne Ave.
Porterville, CA 93257

City of Porterville
Attn: Maria Bemis
Finance Director
291 N. Main Street
Porterville, CA 93257

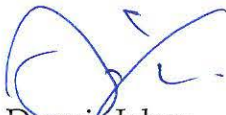
Mrs. Bemis,

I am requesting that you and the City of Porterville provide Tule River Aero Industries a letter of consent to sublet the Hangar located at 2021 Wildcat Way, Porterville, CA 93257. This hangar will be sublet for a term of five (5) years and six (6) months to Skydive Elsinore, Inc. to be utilized as a training facility for the Department of Defense field, which include the United States Military and Allied Multi-National military units across the globe.

The rental term is July 1, 2019 through December 31, 2024.

Please contact me if you require clarification or have any questions regarding this information.

Regards,



Dennis Ickes
CEO

Tule River Economic Development Corporation
559-781-4271 x2015
dennis@tuleriver.com

**LESSOR'S CONSENT TO SUBLET
AIRPORT HANGAR LOT NO. 7
AT THE PORTERVILLE MUNICIPAL AIRPORT**

The City of Porterville, a municipal corporation of the State of California, being the Landlord under the Master Lease for Airport Hangar Lot No. 7, hereby consents to the request dated July 17, 2019, made by the Lessee, Tule River Aero Industries, Inc., to sublet said airport hangar lot to Skydive Elsinore, Inc., effective July 1, 2019 and expiring December 31, 2024, for hangar and charter services, and for a training facility for the United States Department of Defense. Provided however, that there shall be no further subletting without the prior written consent of the Landlord.

Dated this 6th day of August, 2019.

CITY OF PORTERVILLE
"LESSOR"

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

ATTEST: _____
John D. Lollis, CITY CLERK

APPROVED AS TO FORM:

BY: _____
Julia Lew, City Attorney



CITY COUNCIL AGENDA – AUGUST 6, 2019

SUBJECT: State of California Office of Emergency Services Engine Replacement Contract

SOURCE: Fire

COMMENT: For over 20 years, the Porterville Fire Department has partnered with the State of California, Office of Emergency Services (CalOES), through a vehicular equipment agreement. Pursuant to this agreement, CalOES provides a Type 1 Fire Engine to the City of Porterville for its use in responding to local emergencies. In turn, when CalOES needs additional personnel to respond to a major event, the City is required to send the provided engine, fully staffed, within 30 minutes of the dispatch.

In July, CalOES management notified City staff that its engine is due for replacement, and requested that the City approve a revised agreement. CalOES cannot assign the new apparatus to the Fire Department until the signed agreement is returned.

The Fire Department benefits from this partnership because the State provides an engine that is valued at nearly \$500,000 to use on local events as much as needed. Additionally, when City fire personnel are dispatched to an out-of-county incident, the City is compensated for any resulting overtime, and its personnel also gain valuable experience in fighting wildland fires that serves the community well when these firefighters battle local events in the urban/wildland interface, including the river bottom and foothills.

RECOMMENDATION: That the City Council direct the City Manager to approve the agreement with CalOES for the temporary assignment of vehicular equipment to the Porterville Fire Department.

ATTACHMENTS: 1. Agreement for CalOES Fire Engine

Appropriated/Funded:

Review By:

Department Director:

Dave LaPere, Fire Chief

Final Approver: John Lollis, City Manager



July 12, 2019

John Lollis, City Manager
City of Porterville Fire Department
40 W. Cleveland
Porterville, CA.93257

Dear John Lollis:

You will find enclosed two copies of Assignment of Equipment Form, and Agreement for Temporary Transfer of Vehicular Equipment covering the assignment of Cal OES Fire Engine No. 411 to the City of Porterville Fire Department. The Agreement is effective July 31, 2019.

Please have the authorized official sign both copies of the above-mentioned documents and return one original set to our office.

NOTE 1: Cal OES cannot assign the apparatus to your agency until this signed Agreement is returned.

It is required that this office be furnished with a Certificate of Insurance, or a letter certifying self-insurance in accordance with Paragraph 16 and 17 of the Agreement for Temporary Transfer of Vehicular Equipment.

If you have any questions regarding this assignment, please feel free to contact our office.

Sincerely,

BRAIN S MARSHALL
State Fire and Rescue Chief

BSM/RO-B
Enclosures

Cc: Mark Johnson, Region V Fire and Rescue Coordinator
Charlie Norman, Tulare Operational Area Coordinator
Art Torrez, Cal OES Deputy Chief of Operations
Bill Bondshu, Cal OES Assistant Chief
Javier Lara, Cal OES Assistant Chief

**AGREEMENT FOR
TEMPORARY ASSIGNMENT OF VEHICULAR EQUIPMENT**

THIS AGREEMENT, entered into this 31st day of July, 2019, by and between the Governor's Office of Emergency Services, hereinafter "**CAL OES**" acting by and between its duly appointed and qualified Director of the Governor's Office of Emergency Services and the City of Porterville Fire Department acting by and through its duly appointed, qualified and acting officers, hereinafter called "**ASSIGNEE**."

WITNESSETH:

WHEREAS, the State of California has purchased fire apparatus and equipment for the purpose of responding to incidents in furtherance of the California Fire Service and Rescue Emergency Mutual Aid Plan; and

WHEREAS, Cal OES is authorized to assign these fire apparatus and equipment to local jurisdictions throughout the State under written agreements to be staged for Cal OES purposes and for use by local jurisdictions for the purposes described below; now, therefore,

IT IS HEREBY MUTUALLY AGREED between the parties hereto as follows:

1. **ASSIGNMENT**. **CAL OES** hereby transfers possession to **ASSIGNEE** and **ASSIGNEE** hereby accepts possession from **CAL OES** of the fire apparatus and equipment listed on the attached Exhibit "A" which is by this reference made a part hereof, for the period commencing July 31, 2019, for the following all-risk events, emergency incidents, civil defense and disaster purposes, namely:

Mutual aid, multiple alarm events and emergency incidents, emergency incidents threatening properties vital to national defense or important military installations, parades and displays, training of regular, volunteer and auxiliary firefighters and temporary standby for **ASSIGNEE**'s regular apparatus and the regular apparatus of other departments while out of service for repairs.

a. Vehicle Description: 2019 HME Type I Engine
 Vehicle Designation: 411
 Vehicle License Number: 1562256
 Vehicle Identification Number: 44KFT4282KWZ23232
 Value of Vehicle: \$379,598.53
 Value of Hose and Appliances: \$38,000.00

b. Equipment inventories (Exhibit "A") may by mutual concurrence of the **CAL OES** and **ASSIGNEE** be changed during the term of this Agreement, utilizing property accountability procedures established or approved by the State.

2. **TERM**. The term of this Agreement shall be for ten (10) years unless terminated pursuant to the terms of this Agreement.

3. **CONSIDERATION**. Consideration for this Agreement is the mutual benefit the parties will enjoy by having a fire apparatus locally available for use as provided in this Agreement.

State of California
GOVERNOR'S OFFICE OF EMERGENCY SERVICES
Fire and Rescue Division

4. HOUSING, MAINTENANCE, REPAIR, AND REPLACEMENT. During the term of this transfer, **ASSIGNEE** agrees to adequately house in an enclosed secure structure, staff, operate, maintain and repair (consistent with section 4b) said fire apparatus and equipment (hereinafter collectively referred to as "the Apparatus" except where it is desired to refer to equipment alone, in which case the term "Equipment" is used) at its sole cost and expense, except as otherwise expressly provided in this Agreement. **ASSIGNEE** also agrees to complete all reports and maintain records consistent with Section 14. Apparatus shall be housed on property of the **ASSIGNEE** in a manner to provide reasonable protection against inclement weather, sabotage, theft, or malicious damage. Apparatus shall be maintained in such condition that it is available for immediate emergency use, and at the same standard as other emergency apparatus operated by **ASSIGNEE**. Maintenance shall include care of hose, batteries, tires, appliances, lubrication and fuel, general cleaning and polishing, minor body repairs and periodic testing. Repairs shall include, without being limited to, motor tune-ups, pump repairs, transmission, differential and all running gear, brake and exhaust systems, cooling devices including radiator, pump packing, and equipment assigned to Apparatus.

a. Repairs to the extent of \$100.00 for each individual item of repair shall be the responsibility of **ASSIGNEE**.

b. Repairs to the extent that they exceed \$100.00 for each individual item of repair shall be the responsibility of **CAL OES** on a \$100.00 deductible basis, unless in the judgment of the **CAL OES** the need for repair results from misuse or negligence on the part of **ASSIGNEE** in the maintenance or use of the Apparatus, in which event the cost of each such item of repair above \$100.00 shall also be the responsibility of **ASSIGNEE**. In no event shall **ASSIGNEE** arrange for repairs costing over \$100.00 for any item of repair, whether it is the responsibility of **CAL OES** or **ASSIGNEE**, without first obtaining written authorization from the Cal OES Fire and Rescue Division.

c. Notwithstanding the foregoing, replacement of hose, batteries and tires shall be the responsibility of **CAL OES**, except to the extent **CAL OES** determines that the damage thereto is the result of negligence or misuse on the part of **ASSIGNEE**, in which event **ASSIGNEE** will bear such portion of the replacement cost thereof as the **CAL OES** deems equitable. Procurement of tires, hose and batteries is subject to State fiscal policies and procedures, and written approval must be obtained from the Cal OES Fire and Rescue Division prior to procurement.

d. Maintenance and repairs must be requested and authorized pursuant to the most recent version of the Cal OES Fire and Rescue Division Operations Bulletin #18, which is hereby incorporated into this Agreement by reference.

e. Repair or replacement of the Apparatus transferred hereunder which is consumed, lost, stolen, damaged or destroyed during mutual aid operations when **CAL OES** has dispatched or directed the dispatch of said Apparatus through Regional or Operational Area Fire and Rescue Coordinators, or when **CAL OES** has reassigned said Apparatus pursuant to the provisions of paragraph 11 of this Agreement, shall be the responsibility of **CAL OES**, providing that any such loss or damage shall be the responsibility of **ASSIGNEE**, if due to the negligence of **ASSIGNEE**. **ASSIGNEE** agrees that it will assume responsibility in full for the repair or replacement of Apparatus that has been consumed, lost, stolen, damaged or destroyed in

State of California
GOVERNOR'S OFFICE OF EMERGENCY SERVICES
Fire and Rescue Division

operations **ASSIGNEE** has directed or controlled.

f. **ASSIGNEE** must request from **CAL OES**, in writing, permission to make any and all changes to assigned fire apparatus and equipment. Furthermore, **ASSIGNEE** will not make modifications, changes, adjustments, or additions, including decals or stickers, to Apparatus without prior written approval from **CAL OES**.

5. **INSPECTION OF APPARATUS.** **ASSIGNEE** agrees that representatives of the Cal OES Fire and Rescue Division and other authorized State personnel may inspect the Apparatus at any time.

6. **STAFFING.** Reasonable and continual training shall be carried on so that trained personnel shall at all times be available to staff and operate said Apparatus. The **ASSIGNEE** shall provide personnel to staff the assigned apparatus per FIREScope ICS standards. The Cal OES engine may be assigned to out of area assignments for up to 14 days, plus travel time. When local government personnel, staffing Cal OES Apparatus, are committed to extended assignments there may be a need to replace or rotate personnel. Personnel rotation will follow the direction outlined in the California Fire Assistance Agreement when assigned to an incident within California. Crew rotation for incidents outside of California shall be consistent with the appropriate forest's agencies policy and coordinated by Cal OES.

7. **PERSONAL PROTECTIVE EQUIPMENT (PPE) AND SPECIALIZED EQUIPMENT.** In addition to providing the standard complement of firefighting PPE, it shall be the **ASSIGNEE'S** responsibility to provide its personnel with all other PPE that may be required by NFPA 1901, other NFPA Standards, and California Title 8. This shall include, but not be limited to, one Traffic Vest (ANSI / ISEA 207) for each seating position. In addition, we recommend chainsaw chaps be provided. In addition, an automatic external defibrillator (AED) has been added to "Miscellaneous Equipment" in NFPA 1901. To provide consistency with the **ASSIGNEE'S** equipment, it shall be the **ASSIGNEE'S** responsibility to provide this device for use on the assigned engine.

8. **TRAINING.** Personnel assigned shall meet wildland fire and ICS standards established in the California Incident Command Certification System (CICCS) or NWCG 310-1, Wildlife Qualification System Guide (current edition). Personnel assigned to Cal OES Engine's shall meet Rescue System I standards as certified by the California State Fire Marshal, or have completed an equivalent course that meets or exceeds Rescue System I curriculum.

9. **DISPATCHING.** All movement of the Apparatus shall be handled through the official dispatching channels of **ASSIGNEE**. **ASSIGNEE** dispatchers will recognize and act on all official requests for movement of the Apparatus in conformance with the Fire and Rescue Annex (California Fire and Rescue Mutual Aid System) to the State Emergency Plan and its subsequent revisions. **CAL OES** reserves the right to dispatch, direct the dispatch of, or temporarily reassign the Apparatus whenever, in the opinion of the Director of Cal OES, his representatives or Operational Area and Regional Fire and Rescue Coordinators, such Apparatus is essential to the protection of life and property in another jurisdiction or in the best interest of the State.

10. **MUTUAL AID RESPONSE.** Procedures for mutual aid response shall be in accordance with California Fire Service and Rescue Emergency Mutual Aid Plan.

11. **REIMBURSABLE RESPONSE.** Reimbursement for mutual aid may be provided pursuant to a

State of California
GOVERNOR'S OFFICE OF EMERGENCY SERVICES
Fire and Rescue Division

governor's disaster proclamation or when conditions warrant invoking the California Fire Assistance Agreement, the State of Nevada Cooperative Agreement, or the Interstate Compact as appropriate. There is no other existing provision for mutual aid reimbursement.

12. TEMPORARY USE. **ASSIGNEE** shall be permitted to use the Apparatus for temporary cover of fire stations when emergency conditions warrant, or when regular apparatus is out of service for repairs and a closer engine cannot cover the gap. In either case, the **ASSIGNEE** shall immediately notify the Operational Area Dispatch Center and the Cal OES Fire Duty Chief. The **ASSIGNEE** further agrees that Cover-in or Standby of said Apparatus exceeding 30 days is at the discretion of the **CAL OES**.

13. TEMPORARY TRANSFER.

a. A sub-assignment of the Apparatus or any portion thereof by **ASSIGNEE** for any period not exceeding seven consecutive days within a given Operational Area may be made with the consent of the Operational Area Fire and Rescue Coordinator and the **CAL OES**, providing that at the time such Apparatus is received, such Sub-Assignee furnish **ASSIGNEE** and **CAL OES** a letter to the effect that he assumes all obligations of **ASSIGNEE** with respect to such Apparatus under this Agreement during the period of assignment, including insurance coverage in accordance with Section 16 or 17, as appropriate. Any sub-assignment by **ASSIGNEE** for a period of more than seven consecutive days shall be subject to authorization by the **CAL OES** and execution of an "Agreement for the Temporary Transfer of Vehicular Equipment," with the agency requesting the transfer.

b. Whenever Apparatus is assigned in accordance with the provisions of this paragraph, regular **ASSIGNEE** shall be relieved of its obligations under this Agreement during such period of sub-assignment.

c. Complete a written Temporary Cal OES Apparatus Assignment Record, Exhibit "B". The **ASSIGNEE** will retain one copy, the Sub-Assignee will retain one copy, and one copy will be forwarded to the Cal OES Fire and Rescue Division.

14. REPORTS AND RECORDS. **ASSIGNEE** shall maintain daily and monthly reports on the details of Apparatus use on Cal OES F-101 Form. A Smoke Opacity Test, Pump Test, Hose Test, and Ladder Test shall be the responsibility of **ASSIGNEE** and completed annually. Written results of all tests and reports shall be forwarded to the Cal OES Fire and Rescue Division by the end of the calendar year. A recent copy of the tests and reports shall be maintained in the vehicle logbook.

15. REPORT OF ACCIDENTS. **ASSIGNEE** shall immediately notify the Cal OES Fire and Rescue Division following any and all accidents involving the Apparatus. It shall be the responsibility of **ASSIGNEE** to fill out State Form 270, "Report of Automobile Accident," and file the report with the Governor's Office of Emergency Services. A copy of this report shall be retained by the **ASSIGNEE** and the original and four copies forwarded to Cal OES.

16. INSURANCE PROTECTION. (Non- State Agencies)

a. **ASSIGNEE** agrees forthwith to furnish evidence of insurance protecting the legal liability of the **ASSIGNEE** and **CAL OES** for liability and/or property damage with a combined

State of California
GOVERNOR'S OFFICE OF EMERGENCY SERVICES
Fire and Rescue Division

single limit of \$1,000,000.00 per occurrence, by means of a Certificate of Insurance naming the State of California as Additional Insured. Said certificate shall contain an Agreement by the insurance company that it will not cancel said policy without 15 days prior written notice to the **CAL OES** and that the **CAL OES** is not liable for the payment of any premiums or assessments thereon. Said certificate must include the description of the apparatus including VIN, state license number, and Cal OES unit number.

b. In the event the **ASSIGNEE** is self-insured, **ASSIGNEE** in lieu of a certificate of insurance shall furnish **CAL OES** a written statement of such fact. In such event, **ASSIGNEE** agrees to hold the **CAL OES** harmless from any personal injury or property damage claims arising out of its maintenance, use or operation of the Apparatus under the terms of this Agreement.

c. Physical damage insurance, including collision coverage and comprehensive coverage, shall be obtained. The State of California will be named as a loss payee. In the event of a non-total loss, **ASSIGNEE** is responsible for returning Apparatus to original standard. The description of the vehicle and the necessary amount of insurance required is outlined in attached Exhibit "C" which is by this reference made a part hereof.

17. INSURANCE PROTECTION. (State Agencies) Any insurance necessary for coverage of the apparatus shall be the sole responsibility of the department having custody of the vehicle, including when it directs, dispatches, and controls the use of the Apparatus. **ASSIGNEE** agrees to report Apparatus as being under its control to the Insurance Officer, Department of General Services.

18. TERMINATION OF AGREEMENT.

a. Either party may terminate this Agreement upon 14 days written notice to other party, or **ASSIGNEE** may relinquish or **CAL OES** may repossess any portion of the Apparatus upon like notice to the other party, except that **CAL OES** may repossess any portion thereof without written notice whenever it deems the same is not being maintained in accordance with this Agreement.

b. Upon the termination of this Agreement, **ASSIGNEE** agrees to return said Apparatus in the same condition as received, reasonable wear and tear, acts of God, and conditions over which it has no control excepted.

c. As inventory changes occur, or items of equipment are replaced, deleted or added by the **CAL OES** or replaced by **ASSIGNEE**, it is mutually agreed that no amendment to this Agreement need be made at the time of the change; provided however, at the termination of this Agreement a complete reconciliation of all equipment will be made. **ASSIGNEE** further agrees that all replacements for equipment or apparatus will be made with identical or substantially like items as approved by the **CAL OES**.

d. Nothing in this Agreement shall be construed to create a new property interest or right of action for the **ASSIGNEE**.

19. UNAUTHORIZED USE OF CAL OES APPARATUS AND EQUIPMENT. Use of this Apparatus other than as specified in Paragraph 1 will be considered a breach of this Agreement.

State of California
GOVERNOR'S OFFICE OF EMERGENCY SERVICES
Fire and Rescue Division

20. USE OF RADIO EQUIPMENT

a. **CAL OES** will furnish at **CAL OES'S** sole cost, radio equipment installed in the Apparatus to be operated on the following frequencies: 151.145 - 170.925 .

b. **CAL OES** agrees to maintain said equipment without cost to **ASSIGNEE**.

c. The **ASSIGNEE** agrees to operate said radio equipment in accordance with the Rules and Regulations of the Federal Communications Commission.

d. Ownership of said equipment is in the **CAL OES**, and all applications to the Federal Communications Commission seeking authority to add, modify, or replace radio equipment covered by this Agreement shall be made by and in the name of the State of California. To activate this Agreement and in compliance with the control requirements of the Communications Act of 1934, as amended, the **CAL OES** hereby deputizes the Chief of the agency of said **ASSIGNEE**, and such volunteers, regularly employed and salaried assistants as shall be designated by the Chief of the agency as his agents to operate said radio equipment as specified in Paragraph "c" above.

e. **CAL OES** assumes no liability hereunder for claims or losses accruing or resulting to any person, firm or corporation furnishing or supplying work, services or material or services in connection with the performance of this Agreement or for any claims and losses accruing or resulting to any person, firm or corporation injured or damaged by performance of either party hereunder.

21. NOTICES. All correspondence and notices required or contemplated, 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 in the U.S. mail, registered and postage prepaid and addressed as follows: To the **ASSIGNEE** at City of Porterville Fire Department, 40 W. Cleveland, Porterville, CA.93257, and to the **CAL OES** at Governor's Office of Emergency Services, Fire and Rescue Division, 3650 Schriever Ave., Mather, CA, 95655. The address to which notices shall 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 hereinabove provided; but nothing herein contained shall preclude the giving of any such notice by personal service.

22. ALTERATION. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

23. WAIVER. The **CAL OES** may in its sole discretion and for such good cause as it determines waive in writing in whole or in part any requirement of this Agreement that apparatus and/or equipment shall be maintained in operating condition, or repaired, or replaced, providing that any such waiver shall be applicable only to the specific apparatus or equipment to which it refers.

24. JURISDICTION AND VENUE. This Agreement, and any dispute arising from the relationship

State of California
GOVERNOR'S OFFICE OF EMERGENCY SERVICES
Fire and Rescue Division

between the parties to this Agreement, will be governed by the laws of the State of California.

25. WHOLE AGREEMENT. This Agreement constitutes the entire agreement between the parties hereto, with respect to the subject matter hereof. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement upon the date first above written.

ASSIGNEE:

City of Porterville Fire Department

By _____
John Lollis, City Manager

CAL OES:

Mark Ghilarducci
Director,
Governor's Office of Emergency Services

By  _____
Brian S Marshall, State Fire and Rescue Chief

State of California
GOVERNOR'S OFFICE OF EMERGENCY SERVICES
Fire and Rescue Division

EXHIBIT "A"
EQUIPMENT INVENTORY: OES 360 +

ENGINE	LICENSE	VIN
NUMBER: 411	NUMBER: 1562256	NUMBER: 44KFT4282KWZ23232
1 Adapter, 6" x 2-1/2", DF Hydrant		1 Reducer, 1-1/2" NH F to 1" NPSH M
1 Adapter, 6" x 4", DF Hydrant		1 Reducer, 2-1/2" NH F to 1-1/2" NH M
1 Adapter, 6" x 4-1/2", DF Hydrant		1 Reflector Kit, 3-Unit
1 Axe, Pickhead		2 Rope, 1/2" x 100', Utility
2 Block, Chock		1 Shovel, Long Handle, Round Point, Fiberglass Handle
2 Cans, Fuel		1 Siamese, 2-1/2"
4 Cap, 2-1/2" Discharge		2 Soft Suction Hose, 3" x 12'
1 Chain, Tow 25', w/Grab Hooks		1 Strainer, Class A Foam (in fill tower)
1 Clamp, Hose (Hebert)		1 Strainer, 1 1/2" Hard Suction Hose
2 Clamp, Hose (Wildland)		1 Strainer, 6" Hard Suction Hose
5 Cones, Traffic w/reflective band		4 Strap, Hose and Ladder
2 Coupling, 2-1/2", DF		3 Tee, Wildland 1 1/2" NH M/F x 1" NPSH
2 Coupling, 2-1/2", DM		2 Wrench, Adjustable Hydrant
2 Cover, Salvage (Canvas)		2 Wrench, 1 1/4-1/2", Forestry
1 Crank, Hose Reel		1 Wrench, Suction Hose Spanner
1 Cutter, Bolt, 30"		4 Wrench, Hose Spanner
1 Fire Extinguisher, 5#		1 Wye, Gated 2-1/2" NSF x 2-1 1/2" NSM
1 First Aid Kit		*****US&R INVENTORY:*****
1 Portable Pump, Cal OES# 181524 Serial# 1948973		1 Axe, Flathead
1 Backpack, Thermo-Gel		1 Backboard, w/4 Straps
1 Thermo-Gel - Pick-up Tube		1 Backboard, Head Immobilizer
1 Thermo-Gel - Eductor, Hose & Nozzle		2 Bar, Claw, Wrecking, 3'
2 Thermo-Gel - Concentrate, 5 Gal.		4 Bar, Pinch Point, Pry, 60"
1 Generator w/light, 2,000 W, Cal OES# 181522 Serial# 1086466		3 Belt, Carpenter
2 Hammer, Sledge, 8-10 lb.		12 Blade, Hacksaw, Carbide
8 Hose, 1" x 100', NPSH		2 Blanket, Disposable
1 Hose, 1-1/2" x 35', Truck Protection Line		27 Carabiner, Locking, "D", 11 mm
12 Hose, 1-1/2" x 50', NH		1 Chainsaw, w/ carbide chain and tool kit, Cal OES# 181523 Serial# 184784966
10 Hose, 1-1/2" x 100', NH Forestry		2 Chisel, Cold, 1" x 7-7/8"
24 Hose, 3" x 50', NH		2 Chemical Light Kit
2 Hose, Booster 1" x 100' NPSH		2 Cribbing & Wedge Kits
1 Hose, Hard Suction 1 1/2" x 10'		2 Edge Protectors
2 Hose, Hard Suction 6" x 10'		1 Emergency Signaling Device (Whistle)
1 Hose, Soft Suction 6" x 12'		2 Friction Device, (Fig. 8 w/ Brake Bar Rack)
1 Increaser, 1" NPSH F to 1-1/2" NH M		2 Hacksaw
1 Interecom Set		2 Handsaw, Crosscut, 26"
1 Ladder, 10' Attic		3 Hammer, Framing, 24 oz
1 Ladder, 14' Roof		4 Hammer, Sledge, 3-4 lb., Short
1 Ladder, 24' Extension		2 Harness, Body, Commercial (Class 2 or better)
4 Lantern, Hand, 12 Volt		2 Haul Bag
5 Lights, for Traffic Cones, flashing amber		2 Jack, Hydraulic w/Handle (8 ton)
1 Log Book, w/Credit Card		2 Kernmantle, 1/2" x 150', Static, NFPA Approved
1 Mallet, Rubber		1 Knife, Utility
2 McCleod / Thau Claw		3 Level, 6"
1 Mount, Ground, Deluge		1 Litter & Litter Cover
4 Nozzle, 1", Combination		1 Litter Pre-rig
5 Nozzle, 1 1/2", Combination (2 structural / 3 wildland)		2 Load Release
1 Nozzle, Deluge Set w/Stream Straightener and Tips 1-3/8", 1-1/2", 1-3/4", 2"		6 pr Loop, Prusik
1 Nozzle, Deluge Combo, 500 - 1,250 gpm		1 Marking Kit, Building
1 Nozzle, 1 1/2", Foam, Air Aspiration		2 Multipoint Collection Plate
1 Nozzle, 2 1/2", Fog		3 Nails, (25 lbs. Each: 16d, 8d)
2 Nozzle, 2 1/2", Shutoff w/Tips		6 Picket, Steel, 1" x 4'
1 Cal OES Operations/Maintenance Bulletins		3 Pulley, Rescue, Prusik Minding
2 Pike Pole (6' & 8')		1 San Francisco Hydrant Adaptor, 3" NHF to 2 1/2" NHM
2 Plug, 2-1/2" Suction		1 Shovel, Scoop, "D" Handle, Fiberglass Handle
1 Pulaski		1 Shovel, Long Handle, Square Point, Fiberglass Handle
1 Radio, Bendix-King, Handheld		3 Square, (Tri or Speed)
Serial# 1005030118300018		1 Square, Framing, 24"
		3 Tape Measure, 25'
	Cal OES# 181520	2 Tape, Barrier
	DGS#	2 Tape, Duct
1 Radio, Kenwood, Mobile Serial# 8830040		1 Took Kit
	Cal OES# 181521	1 Trauma Kit
	DGS#	1 Webbing Kit, (6 ea: 1"x5', 1"x12', 1"x15', 1"x20')

REMARKS:

ACCEPTED BY: _____

TITLE: _____

DEPARTMENT: _____

DATE: _____

State of California
GOVERNOR'S OFFICE OF EMERGENCY SERVICE
Fire and Rescue Division

EXHIBIT "B"
TEMPORARY CAL OES APPARATUS ASSIGNMENT RECORD

NO.	ARTICLE	CAL OES DECAL	QUANTITY
1.	1,250 gpm Triple Combination Fire Engine, complete with equipment per attached Exhibit "A" of Agreement for Temporary Transfer of Vehicular Equipment.	Cal OES 411	1
2.	License No: <u>1562256</u>		
3.	VIN No: <u>44KFT4282KWZ23232</u>		
4.	Engine No: <u>411</u>		
5.	Proof of Insurance: _____		
6.	Inventory Completed: _____		
7.			
8.			
9.			
10.			
11.			

REASON FOR TEMPORARY TRANSFER: New Assignee

SIGNATURES:

PERMANENT ASSIGNEE

Date _____

TEMPORARY ASSIGNEE

Date _____

State of California
GOVERNOR'S OFFICE OF EMERGENCY SERVICE
Fire and Rescue Division

EXHIBIT "C"
INSURANCE REQUIREMENTS

Part of the Agreement through which the State makes a temporary transfer of vehicular equipment is the Agreement on the part of the ASSIGNEE to furnish certain evidence of insurance. Your organization, as an ASSIGNEE of equipment, will want to be mindful of these requirements and assure they are complied with. If self-insured, in lieu of a certificate of insurance, a written statement of self-insurance shall be furnished on official letterhead and agreeing to hold Cal OES harmless from any personal injury or property damage claims arising out of the maintenance, use or operation of the Apparatus.

Liability Insurance

A certificate of insurance shall be furnished to the State providing minimum limits of insurance as follows:

BODILY INJURY and PROPERTY DAMAGE LIABILITY \$1,000,000.00 PER OCCURENCE

A certificate of insurance will have the following provisions included:

1. The State of California shall be named Additional Insured.
2. The insurance company shall agree that in the event of cancellation, 15 days prior written notice will be given to the State.
3. The State shall not be responsible for premium or assessments.
4. Certificate of Insurance must include the description of the Apparatus including identification number, State license number and Cal OES unit number.

Physical Damage Insurance

The transfer agreements place certain responsibilities upon your organization for the safekeeping of the vehicle and equipment. The State will look to your organization for reimbursement for repair or replacement cost in the event the vehicle or equipment is damaged by misuse or negligence or by other causes, except normal wear and tear, acts of God and conditions over which your organization has no control.

Description of Apparatus

VEHICLE

2019 HME Type I Engine _____

VALUE

\$379,598.53 _____

License Number: _____ 1562256

VIN Number: _____ 44KFT4282KWZ23232

Engine Number: _____ 411

EQUIPMENT

Hose and Appliances

\$38,000.00 _____



CITY COUNCIL AGENDA – AUGUST 6, 2019

SUBJECT: Agreement to Create Cross-Easements When Necessary and Declaration of Restrictions for the Christl Gardens Apartments

SOURCE: Community Development

COMMENT: On November 20, 2018, City Council adopted Resolution 78-2018 which allowed for the development of the Christl Gardens Apartments to be developed on two (2) parcels with contiguous ownership. The project site is located on the west side of Kessing Avenue, north of Putnam Avenue. The Municipal Code requires individual sewer laterals and fire suppression lines to each recorded lot; however, in this case where the development is a mirror image of each other and would utilize a shared driveway, the developer is seeking a solution to proceed with the complex on two (2) separate parcels. Staff concurs that this is an acceptable design, but not permissible under current Code.

One mechanism to allow the developer to proceed would be to approve and record an Agreement to Create Cross-Easements When Necessary and Declaration of Restrictions ("Agreement"). The purpose of the Agreement would require easements for the use of the common driveway and utilities lines in the event one (1) of the two (2) parcels is transferred to a separate owner(s). This Agreement also includes a Declaration of the Restrictions so that the easement requirements run with the land, in case the two (2) parcels are transferred to one (1) owner.

RECOMMENDATION: That the City Council:

1. Approve the draft Agreement;
2. Authorize the City Manager and/or City Attorney to make any augmentation, modification, additions or revisions as may be necessary; and
3. Authorize the Mayor to sign all necessary documents.

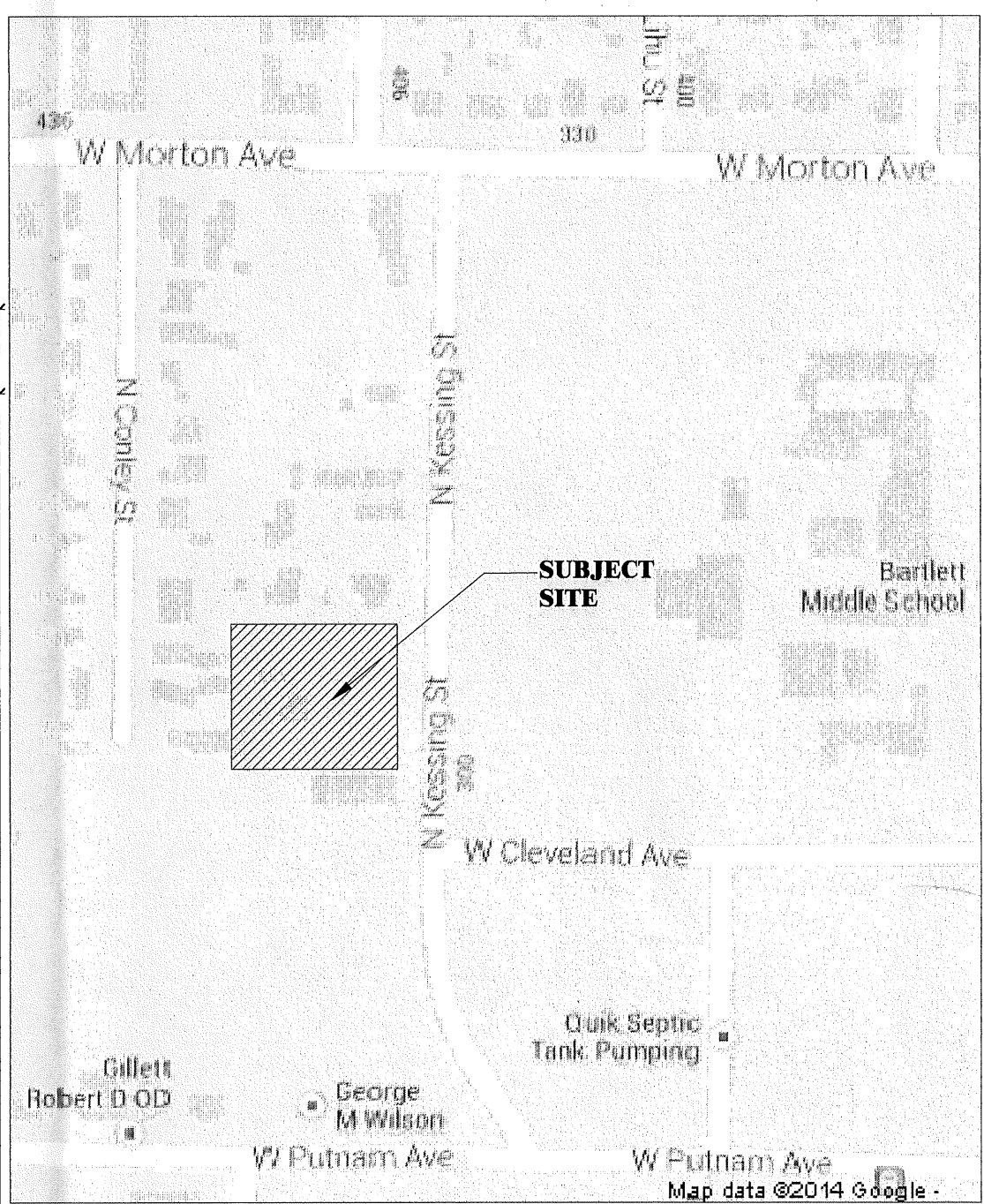
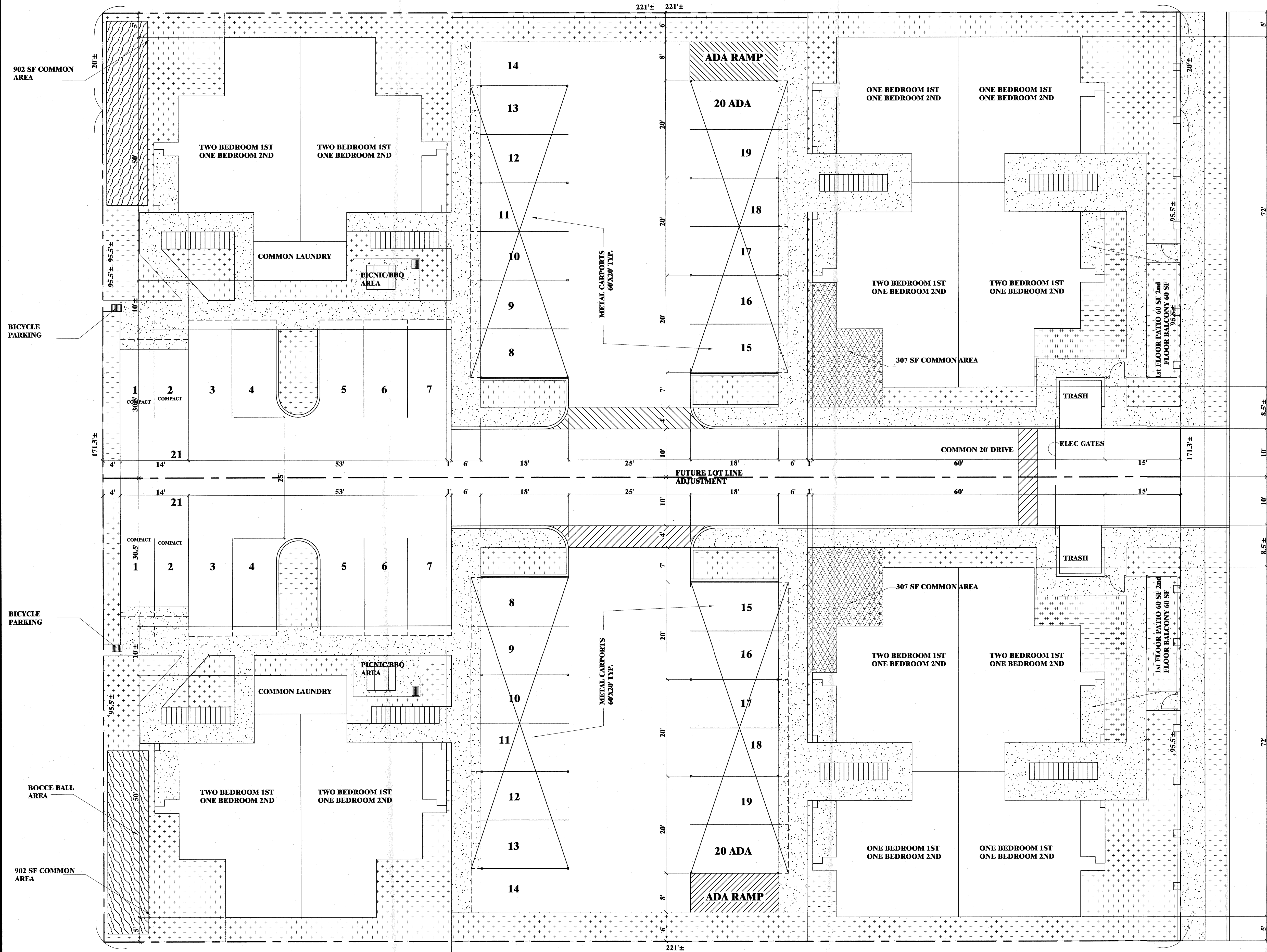
ATTACHMENTS:

1. Site Plan
2. Draft Agreement

Appropriated/Funded:

Review By:
Department Director:

Final Approver: John Lollis, City Manager



VICINITY MAP

SITE STATISTICS

EXISTING ZONING	RM-3
LOT SF TOTAL	42,253±
LANDSCAPE/OPEN AREA	
PER PHASE	4940 SF ± 23%
COMMON AREA	1309 SF
BUILDING SF PER PHASE	5290
PARKING PROVIDED	
PER PHASE	
OPEN 9'X20'	6
7' x 16' COMP	2
COVERED	12
TOTAL	20

SITE PLAN

1" = 10'

A.P.N. 252-240-001 & 252-230-01 352-231-001
IN THE CITY OF PORTERVILLE
COUNTY OF TULARE, STATE
OF CALIFORNIA

OWNER: STEVE PEARSON
285 W. WILLOW
PORTERVILLE, CA.



REVISIONS	BY

HILLMAN BUILDING DESIGNERS
SPECIALIZING IN CUSTOM DESIGNS
SINCE 1970
34583 Hwy. 190 Springville, CA 93265
Tel. (559) 781-1538
Email hillmandesigns@ocsnet.net

PROPOSED NEW APARTMENTS FOR:

PEARSON DEVELOPMENT

DATE	09-12-08
SCALE	1" = 10'
DRAWN	MH
JOB	13045
SHEET	

prel.

PLOT: 09-12-18

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO**

Name: **ROBERT KRASE, ESQ.**
KRASE, BAILEY, REED-KRASE, LLP
Address: 132 East Morton Avenue
City & State: Porterville, CA 93257

MAIL TAX STATEMENTS TO

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN # 252-240-001

APN # 252-231-001

**AGREEMENT TO CREATE CROSS-EASEMENTS WHEN NECESSARY
AND DECLARATION OF RESTRICTIONS**

City of Porterville ("City") and Steve R. Pearson and Sharon Pearson,
husband and wife, as joint tenants ("Owners") agree as follows:

RECITALS

- A. Owners own two separate parcels of real property in Porterville, California that adjoin each other, whose legal descriptions are attached hereto as Exhibit A.
- B. Owners desire to develop both properties into apartments simultaneously. In doing so, certain appurtenances, being sewer lines, fire suppression water line and driveway would be jointly used.
- C. The City has concerns that if the ownership of the two parcels in the future are no longer identical that cross-easements would be necessary to ensure access to each parcel and assure the continuation of these amenities. The City generally would not permit the development of this project without the merger of the two parcels or the development of separate access and separate specified utility lines, but will allow the development without the merger upon the parties' approval of this Agreement.
- D. This Agreement requires that cross-easements as provided herein be recorded at the time of any transfer making ownership no longer identical.

AGREEMENT

The Parties agree as follows:

1. The requirement that cross-easements be created shall be triggered at the time of a transfer of either parcel or both parcels such that the ownership of

- both parcels is no longer identical. Transfers of both parcels simultaneously to identical owners does not trigger the cross-easement requirement.
2. The cross-easements shall be substantially in the form as attached hereto as Exhibit B. Additional matters may be added thereto and changes made thereto only if agreed to by City. Exhibit B shall be updated to reflect any "as built" conditions that are not accurately reflected in the pre-construction Exhibit attached hereto.
 3. The City may enjoin and/or have rescinded any transfer that fails to comply with this Agreement.
 4. The Owners declare that the parcels herein described are held and will be held, transferred, encumbered, used, sold, conveyed, leased and occupied subject to the obligations, restrictions and limitations set forth in this Agreement and Declaration, all of which are declared and agree to be in furtherance of a common plan for the development project, improvement, use, and sale of the property, and are established and agreed on for the purpose of enhancing and protecting the value and desirability of the property and every part of it. This Agreement and all of the obligations, restrictions and limitations runs with the land and binds all successors in ownership and follows any transfers of the parcels described in Exhibit A until cross-easements have been recorded in compliance with this Agreement. Successors in interest shall be assignees of this Agreement. Each grantee of a conveyance or purchaser under a contract or agreement of sale covering any rights, title, or interest in any part of each parcel, by accepting a deed or a contract of sale or agreement of purchase, accepts the document subject to, and agrees to be bound by, any and all of the obligations, restrictions, and limitations set forth in this Agreement/Declaration. This Agreement is binding on all parties and all persons claiming under them for a period of ninety-nine (99) years from the date the restrictions are recorded.
 5. Except for as provided in Paragraph 4, neither party shall assign this Agreement.
 6. This Agreement is fully integrated and the final agreement of the parties. All previous negotiations, drafts of this agreement and discussions of the parties are of no effect in the interpretation of this Agreement.
 7. If any portion of this Agreement is deemed unenforceable by any court or arbitrator having jurisdiction, the remainder of this agreement shall be construed together with the unenforceable portion stricken therefrom and shall remain enforceable.
 8. Whenever time is recited in this Agreement, time is of the essence.

9. Each party gives further assurances to the other to do all acts and to execute all documents as may be necessary to effectuate the intent of the parties and all of the terms of this Agreement.
10. In the event a party hereto waives one or more breaches of any covenant or condition herein, that party shall not thereafter be precluded from later preventing any further breaches of that covenant or condition or from requiring the strict performance of them.
11. In the event of any controversy, claim or dispute between the parties arising out of, or relating to this Agreement or the breach thereof, the prevailing party shall be entitled to recover from the losing party, in addition to any other relief obtained, reasonable attorneys' fees, expenses of litigation and costs, which shall include any attorneys' fees, expenses and costs incurred in the participation as creditor in any bankruptcy case of the other party.

City of Porterville

Dated: _____

By: _____

Owners/Declarants

Dated: _____

Steve R. Pearson

Dated: _____

Sharon Pearson

EXHIBIT A

Exhibit "A"

Pearson
Christl Garden Apartments
Legal Descriptions

Parcel 1:

Being a portion of Lot A of El Bonito Tract, per map recorded in Book 2 of Maps, Page 121, Tulare County Records. Situated in the Northwest Quarter of the Southeast Quarter of Section 26, Township 21 South, Range 27 East, M.D.B.&M., in the City of Porterville, County of Tulare, State of California, more particularly described as follows:

The South 95.60 feet of the North 695.40 feet of the West 224.50 feet of Lot A of El Bonito Tract, in the City of Porterville, County of Tulare, State of California, per map recorded in Book 2 of Maps, Page 121, in the office of County Recorder.

Containing 21,140 square feet, more or less.

Parcel 2:

Being a portion of Lot A of El Bonito Tract, per map recorded in Book 2 of Maps, Page 121, Tulare County Records. Situated in the Northwest Quarter of the Southeast Quarter of Section 26, Township 21 South, Range 27 East, M.D.B.&M., in the City of Porterville, County of Tulare, State of California, more particularly described as follows:

The South 95.60 feet of the North 791.00 feet of the West 224.50 feet of Lot A of El Bonito Tract, in the City of Porterville, County of Tulare, State of California, per map recorded in Book 2 of Maps, Page 121, in the office of County Recorder.

Containing 21,106 square feet, more or less.

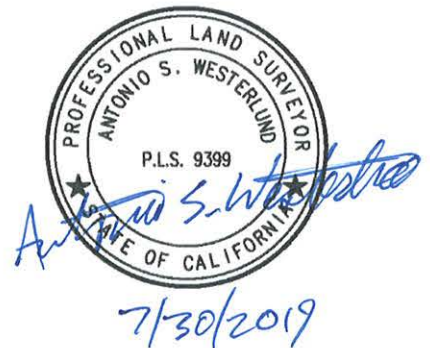


EXHIBIT B

EXHIBIT B
AGREEMENT FOR MUTUAL RECIPROCAL
USE, MAINTENANCE AND REPAIR AND CROSS-EASEMENT IN SUPPORT

This Agreement made on the date herewith for owners, being
_____ (hereinafter "Owner #1") and
_____ (hereinafter "Owner #2") as follows:

RECITALS

- A. Owner 1 and Owner 2 own the following two separate parcels, the subjects of this Agreement, and described as follows:
 - i. Owner #1: Parcel 1 – See Legal Description for Parcel 1 on the attached Exhibit A
 - ii. Owner #2: Parcel 2 – See Legal Description for Parcel 2 on the attached Exhibit A
- B. Both Parcel 1 and 2 were developed simultaneously with shared uses for which this Agreement and Cross Easements are needed.
- C. This document sets out the terms of that Agreement and cross-easements.

AGREEMENT/EASEMENTS

The owner of Parcel 1 and the owner of Parcel 2 agree as follows:

- 1. Parcel 1 and Parcel 2 shall share the following appurtenances:
 - a. Sewer line
 - b. Fire suppression water line
 - c. Driveway
- 2. As to sewer line, the main lateral from the public sewer system located on Kessing Street, Porterville, shall run from the public sewer line along the boundary between Parcels 1 and 2. There shall be sub-laterals from that main lateral line to each of the two proposed structures on each parcel. The owners of Parcel 1 and parcel 2 shall be jointly responsible for maintenance,

upkeep, repair, and replacement, if needed, of the sewer lines, except that the cost of repair or replacement of the sub-lateral to a particular structure shall be allocated solely to the Owner of the parcel on which the structure is located. Parcel 1 shall be the dominant tenant as to the portion of the sewer system on Parcel 2, and Parcel 2 shall be the burdened parcel. Likewise, Parcel 2 shall be the dominant Parcel as to the portion of the sewer system on Parcel 1, and Parcel 1 shall be the burdened parcel.

3. As to the fire suppression water line, the main line from the public water system on Kessing shall run westward across Parcel 1 and have laterals to going to the fire suppression systems for each structure on Parcel 1. There shall also be laterals from that same line running southward to each of the structures on Parcel 2. Parcel 2 shall be the dominant parcel as to an easement to co-use the fire suppression water line system located on Parcel 1 as to the main line and as to the laterals leading to each structure on Parcel 2. Parcel 1 and parcel 2 jointly agree to maintain, upkeep, repair and replace, if needed, the fire suppression system from the point in which it enters Parcel 1 to the point that each sub-lateral to each structure enters the structures.

There shall be no allocation of costs for repair of the sub-laterals to the user of that sub-lateral, but such costs shall be a joint cost.

4. As to the joint driveway, parcel 1 and Parcel 2 each give an easement to the other parcel for use of the driveway area for movement, but parking shall be restricted solely to the parcel on which the user has possession. Parcel 1 and 2 shall be jointly responsible for the maintenance, upkeep, repair and

replacement, if needed, of the driveway, or any portion thereof. Driveway is defined as the portion of access way that was originally laid as a cement driveway.

5. This Agreement runs with the land and binds all successors in interest to the original signatories.
6. This Agreement shall not be assigned except in conjunction with transfer of a real property affected hereby.
7. This Agreement is fully integrated and the final agreement of the parties. All previous negotiations, drafts of this agreement and discussions of the parties are of no effect in the interpretation of this Agreement.
8. If any portion of this Agreement is deemed unenforceable by any court or arbitrator having jurisdiction, the remainder of this agreement shall be construed together with the unenforceable portion stricken therefrom and shall remain enforceable.
9. Whenever time is recited in this Agreement, time is of the essence.
10. Each party gives further assurances to the other to do all acts and to execute all documents as may be necessary to effectuate the intent of the parties and all of the terms of this Agreement.
11. In the event a party hereto waives one or more breaches of any covenant or condition herein, that party shall not thereafter be precluded from later preventing any further breaches of that covenant or condition or from requiring the strict performance of them.

12. In the event of any controversy, claim or dispute between the parties arising out of, or relating to this Agreement or the breach thereof, the prevailing party shall be entitled to recover from the losing party, in addition to any other relief obtained, reasonable attorneys' fees, expenses of litigation and costs, which shall include any attorneys' fees, expenses and costs incurred in the participation as creditor in any bankruptcy case of the other party.

Owner #1

Dated: _____

Owner #2

Dated: _____

(All Signatures Notarized)



CITY COUNCIL AGENDA – AUGUST 6, 2019

SUBJECT: Adoption of Policy for Procurement with Federal Funds

SOURCE: Finance

COMMENT: On December 26, 2014, the new procurement guidelines of the Uniform Guidance (UG) for organizations receiving federal funds, became effective, consolidating and replacing several long-standing Office of Management and Budget (OMB) circulars. The procurement standards in the UG, formally 2 C.F.R. 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, are covered in Sections 200.317 to 200.326.

Some of the key factors to bring the City into compliance with the UG's procurement standards are the following:

1. Explicitly state in the procurement policy that it is written to comply with the requirement of the Uniform Guidance.
2. Include language regarding standards of conduct and conflicts of interest.
3. Avoid unnecessary or duplicative acquisitions.
4. Select vendors carefully. Use suppliers who are responsible and have a proven track record of integrity, compliance with public policy and successful past performance.
5. Maintain records sufficient to detail the history of procurement including the rationale for the method of procurement, contractor selection and price considerations.
6. All procurement must be conducted in a manner providing full and open competition consistent with federal requirements.
7. The City must take steps to use minority or women owned business when possible.
8. The City must make procurement documentation available to the federal awarding agency when requested.

The City must use one of the following methods of procurement for the acquisition of federally funded supplies or services:

1. Micro-purchases - where the aggregate dollar amount does not exceed \$3,000.
2. Small purchases - for purchases between \$3,000 and \$150,000 where price or rate quotations must be obtained from an adequate number of qualified sources.

For purchases over the Simplified Acquisition Threshold, currently set at \$150,000, the following methods of procurement must be used:

3. Sealed bids or formal advertising - the preferred method for construction projects.
4. Competitive proposals - when conditions are not appropriate for the use of sealed bids.
5. Noncompetitive proposals or sole source contracts - may only be used if one or more of the following criteria are met: (a) the service or good provided is unique, (b) in the case of emergency, (c) the federal awarding agency authorizes it, or (d) after solicitation of a number of sources, competition is determined inadequate.

A copy of the complete policy is attached for City Council's review and comment. The policy will bring the City into compliance with UG procurement standards and insure the City's continued eligibility for receiving federal grants or funds.

RECOMMENDATION: That the City Council approve the draft Resolution and adopt the new Policy for Procurement with Federal Funds.

ATTACHMENTS:

1. Policy for Federal Funded Procurements
2. Draft Resolution

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

CITY OF PORTERVILLE

POLICY FOR PROCUREMENT WITH FEDERAL FUNDS

This policy shall apply to the purchasing of goods and services and awarding of contracts and sub-grants by the City that are funded, in part or in whole, by federal grants or funds pursuant to the standards identified in 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, Subpart D, Sections 200.317 – 200.326, Procurement Standards.

General Procurement Standards. The City shall maintain oversight to ensure that contractors perform in accordance with the terms, conditions and specifications of their contracts or purchase orders.

A. Code of Conduct. As representative of the City of Porterville, all employees are expected to conduct themselves in a professional and ethical manner, maintaining high standards of integrity and the use of good judgment. The following Code of Conduct shall govern the performance, behavior and actions of the City, including employees, directors, appointed or elected officials, volunteers, or agents who are engaged in any aspect of procurement, including but not limited to, purchasing goods and services, awarding contracts and grants, and the administration and supervision of contracts:

1. No employee, director, appointed or elected official, volunteer, or agent of the City must participate in the selection, award or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest.
2. Conflicts of interest may arise when the employee, officer or agent of the City, or any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest or a tangible personal benefit from a firm considered for a contract.
3. No employee, director, appointed or elected official, volunteer, or agent of the City shall do business with, award contracts to, or show favoritism toward a member of his or her immediate family, spouse's family, or to any company, vendor, contractor, or parties to subcontractors who either employ or has any relationship to a family member; or award a contract or bid which violated the spirit or intent of federal, state and local procurement laws and policies established to maximize free and open competition among qualified vendors.
4. The employees, officers and agents of the City must neither solicit nor accept gratuities, favors or anything of monetary value in excess of the gift limitation amount established by the Fair Political Practices Commission, from vendors, contractors or parties to subcontracts.
5. Disciplinary measures for violation of the Code of Conduct by employees, directors, appointed or elected officials, volunteers, or agents who are engaged in any aspect of procurement, including but not limited to, purchasing of goods and services, awarding contracts and grants,

and the administration and supervision of contracts could lead to disciplinary measures, up to and including possible termination of employment.

B. Solicitation Procedures

1. Acquisition of unnecessary or duplicative items must be avoided. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.
2. To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services, the City shall enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.
3. The City shall use federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.
4. Value engineering clauses may be used in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.
5. Contracts shall be awarded only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
6. Records will be maintained sufficient to detail the history of procurement, including but not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.
7. Time and material type contracts (open-ended) may be used only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and material type contract means a contract whose cost to the City is the (1) sum of the actual cost of materials and (2) direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit. Each time and material contract must set a ceiling price that the contractor exceeds at its own risk. The City will assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.
8. The City alone will be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests,

disputes, and claims. The federal awarding agency will not substitute its judgment for that of the City unless the matter is primarily a federal concern.

C. Competition

1. All procurement transactions must be conducted in a manner providing full and open competition. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, and invitations for bids or requests for proposals will be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include, but are not limited to:
 - a. Placing unreasonable requirements on firms in order for them to qualify to do business;
 - b. Requiring unnecessary experience and excessive bonding;
 - c. Noncompetitive pricing practices between firms or between affiliated companies;
 - d. Noncompetitive contracts to consultants that are on retainer contracts;
 - e. Organizational conflicts of interest;
 - f. Specifying only a brand name product instead of allowing an equal product to be offered and describing the performance or other relevant requirements of the procurement; and
 - g. Any arbitrary action in the procurement process.
2. Procurements must be conducted in a manner that prohibits the use of statutorily or administratively imposed state or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.
3. All solicitations will incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. All solicitations will identify all requirements which the offerors must fulfill and all other factors to be used in evaluation bids or proposals.
4. The City will ensure that all prequalified lists of persons, firms or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. The City will not preclude potential bidders from qualifying during the solicitation period.

D. Methods of Procurement. In addition to the City's purchasing policy approval limits, the City shall use one of the following methods of procurement:

1. **Micro-purchase:** Acquisition of supplies or services, the aggregate dollar amount of which does not exceed \$3,000 (or \$2,000 in the case of acquisitions for construction subject to the Davis-Bacon Act), or the current limitation set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1, where this threshold is periodically adjusted for inflation. Micro-purchases may be awarded without soliciting competitive quotations if the price is reasonable. To the extent practicable, micro-purchases shall be equitably distributed among qualified suppliers.
2. **Small purchase:** Purchases of supplies or services that do not cost more than the Simplified Acquisition Threshold, which is currently \$150,000, as set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1, periodically adjusted for inflation. Price or rate quotations must be obtained from an adequate number of qualified sources. City Council approval is required for purchases over \$5,000.
3. **Sealed bid (formal advertising):** Purchases over the Simplified Acquisition Threshold, which is currently \$150,000 requires publicly solicited sealed bids. A firm fixed price contract (lump sum or unit price) must be awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitations for bids, is the lowest in price. This method is the preferred method for procuring construction, if the following conditions apply:
 - a. A complete, adequate and realistic specification or purchase description in available;
 - b. Two or more responsible bidders are willing and able to compete effectively for the business; and
 - c. The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

If sealed bids are used, the following requirements apply:

- d. The invitation for bids will be publicly advertised and bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids;
- e. The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
- f. All bids will publicly opened at the time and place prescribed in the invitation for bids;
- g. A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder; and
- h. Any or all bids may be rejected if there is a sound documented reason.

4. **Competitive proposals:** Purchases over the Simplified Acquisition Threshold, which is currently \$150,000, when conditions are not appropriate for the use of sealed bids. A fixed price or cost-reimbursement type contract is awarded. The following requirements apply:

- a. Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
- b. Proposals must be solicited from an adequate number of qualified sources;
- c. The methods for conducting technical evaluations of the proposals received and for selecting recipients may include, but not limited to: oral interviews, references, past performance, availability to perform work, and certifications as determined by project scope;
- d. Any response that takes exception to any mandatory items in this proposal process may be rejected and not considered; and
- e. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered, i.e., price is one of several quantitative and qualitative factors.
- f. Competitive proposal procedures may be used for qualifications-based procurement of architectural / engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

5. **Noncompetitive proposals:** Sole-source contracts over the Simplified Acquisition Threshold, which is currently \$150,000 may only be used if one or more of the following criteria are met:

- a. The item is available only from a single source;
- b. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- c. The federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request; or
- d. After solicitation of a number of sources, competition is determined inadequate.

E. Contracting with small and minority business, women's business enterprises, and labor surplus area firms

All necessary affirmative steps will be taken to assure that minority business, women's business enterprises, and labor surplus area firms are used when possible.

Affirmative steps include:

- 1. Placing qualified small and minority businesses and women's business enterprises on

- solicitation lists;
2. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
 3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
 4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises;
 5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and,
 6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

F. Procurement of recovered materials

The City and its contractor must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, including:

1. Procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000;
2. Procuring solid waste management services in a manner that maximizes energy and resource recovery; and
3. Establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

G. Contract Cost and Price

1. A cost or price analysis shall be performed in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, independent estimates shall be made prior to receiving bids and proposals.
2. Profit shall be negotiated as a separate element of the price for each contract in which there is a no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

3. Costs or prices based on estimated costs for contracts under the federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the City under Subpart E- Cost Principles of Part 200- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
4. The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

H. Federal Awarding Agency or Pass-Through Entity Review

1. The City shall make available, upon request of the federal awarding agency or pass-through entity, technical specifications on proposed procurements where the federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition.
2. The City shall make available upon request, for the federal awarding agency or pass-through entity pre- procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:
 - a. Procurement procedures or operations fail to comply with the procurement standards in this part;
 - b. The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
 - c. The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a brand name product;
 - d. The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
 - e. A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.
3. The City is exempt from the pre-procurement review in paragraph 2 of this section if the federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.
4. The City may request that its procurement system be reviewed by the federal awarding agency or pass- through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third-party contracts are awarded on a regular basis.
5. The City may self-certify its procurement system. Such self-certification must not limit the federal awarding agency's right to survey the system. Under a self-certification procedure, the federal awarding agency may rely on written assurances from the City that it is complying with these standards. The City must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

I. Bonding Requirements

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the federal awarding agency or pass-through entity may accept the bonding policy and requirements of the City provided that the federal awarding agency or pass-through entity has made a determination that the federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

1. A bid guarantee from each bidder equivalent to five percent (5%) of the bid price. The bid guarantee must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified;
2. A performance bond on the part of the contractor for 100 percent (100%) of the contract price. A performance bond is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract; and,
3. A payment bond on the part of the contractor for 100 percent (100%) of the contract price. A payment bond is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

J. Contract Provisions. All contracts under the federal award shall comply with the following provisions, as applicable:

1. Contracts for more than the Simplified Acquisition Threshold must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
2. All contracts in excess of \$10,000 must address termination for cause and for convenience by the City including the manner by which it will be effected and the basis for settlement.
3. Equal Employment Opportunity - All contracts, when funded in whole or partly by monies derived from the federal government (either directly or indirectly), shall contain a provision requiring compliance with Equal Employment Opportunity as provided under 41 CFR Part 60.
4. Davis-Bacon Act - Construction contracts in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148). Contractors must be required to pay laborers and mechanics wages not less than the prevailing wage as determined by the Secretary of Labor and must be required to pay wages not less than once a week. Each bid solicitation published by the City must contain the current prevailing wage determination. Award of the contract or subcontract must be conditioned on contractor's acceptance of the wage determination. All suspected or reported violations must be reported to the federal awarding agency.

5. Copeland "Anti-Kickback" Act - Construction contracts in excess of \$2,000 shall also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145). Each contractor or subrecipients must be prohibited from inducing by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. All suspected or reported violations must be immediately reported to the Federal awarding agency.
6. Contract Work Hours and Safety Standards Act - Where applicable, all contracts awarded by the City in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704. Each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
7. Rights to Inventions Made Under a Contract or Agreement - If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements", and any implementing regulations issued by the federal awarding agency.
8. Clean Air Act & Federal Water Pollution Control Act - Contracts and subgrants in excess of \$150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act. Suspected or reported violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
9. Debarment and Suspension - A contract award must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
10. Byrd Anti-Lobbying Amendment - Contractors that apply or bid for an award of \$100,000 must certify that they will not and have not used federal funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award. Contractors must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

RESOLUTION NO. ____ - 2019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
ADOPTING A POLICY FOR PROCUREMENT WITH FEDERAL FUNDS

WHEREAS: Pursuant to the provisions of section 200.318 of the Uniform Guidance, formally 2 C.F.R. 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, the City is required to adopt local procurement procedures which reflect the applicable Federal, State and local laws and regulations in order to be eligible for federal funding; and

WHEREAS: The City of Porterville routinely applies for and receives federal funds from several Federal Agencies;

NOW, THEREFORE, BE IT RESOLVED: That the City Council of the City of Porterville does hereby approve and adopt the policy for procurement with federal funds, in the form attached hereto as Exhibit A. The policy has been developed to provide guidelines for the purchasing of goods and services and awarding of contracts and subgrants that are funded in part or in whole, by federal grants or funds and incorporates the procurement standards in the Uniform Guidance, 2 C.F.R. 200 Sections 200.317 – 200.326.

PASSED, APPROVED AND ADOPTED this 6th day of August, 2019.

Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk



CITY COUNCIL AGENDA – AUGUST 6, 2019

SUBJECT: Quarterly Portfolio Summary

SOURCE: Finance

COMMENT: This report reflects the investment portfolio of the City of Porterville as of June 30, 2019, and is in compliance with California Government Code Section 27000, etc., Section 53600, etc., and the City of Porterville's Statement of Investment Policy. Investments are selected based on the statutory objectives of safety, liquidity and yield.

Items identified in the summary include the portfolio composition, weighted average rate of earnings, weighted average days to maturity, and the percentage of liquid holdings.

RECOMMENDATION: That the City Council accept the quarterly Portfolio Summary Report.

ATTACHMENTS: 1. FY 2018-2019 4th Quarter Portfolio Summary

Appropriated/Funded:

Review By:
Department Director:

Final Approver: John Lollis, City Manager

**CITY OF PORTERVILLE
PORTFOLIO SUMMARY AS OF JUNE 30, 2019**

INVESTMENT OR CUSIP NUMBER	INSTITUTION	PURCHASE PRICE	MARKET VALUE	COUPON INTEREST RATE	PURCHASE DATE	MATURITY DATE	DAYS TO MATURITY
1006	LOCAL AGENCY INVESTMENT FUND \$	17,529,114	\$ 17,559,120	2.570%	DAILY	DAILY	1
1007	CSJVRMA INVESTMENT FUND	6,880,415	7,075,070	2.290%	DAILY	DAILY	30
866	TULARE COUNTY INVESTMENT POOL	9,181,529	9,250,386	2.200%	DAILY	DAILY	30
	TULARE COUNTY JUNIOR LIVESTOCK SHOW AND COMMUNITY FAIR	979,577	979,577	4.000%	1/15/2015	7/15/2037	6,590
	CORNERSTONE MAIN PARTNERS, L.P.	2,756,152	2,756,152	2.400%	12/12/2018	11/30/2038	7,093
3133EGKA2	FEDERAL FARM CREDIT BANK	1,000,000	992,070	1.500%	6/29/2016	7/6/2021	737
3130A9VY4	FEDERAL HOME LOAN BANKS	1,000,000	995,330	1.650%	11/23/2016	11/23/2021	877
3130AARH3	FEDERAL HOME LOAN BANKS	1,000,000	1,000,510	2.250%	2/28/2017	2/28/2022	974
3130ABCS3	FEDERAL HOME LOAN BANKS	1,000,000	1,000,010	2.100%	5/18/2017	5/18/2022	1,053
3134GBYP1	FEDERAL HOME LOAN MTG CORP	1,000,000	1,000,010	2.250%	7/26/2017	7/26/2022	1,122
3130ACF66	FEDERAL HOME LOAN BANKS	1,000,000	999,270	2.150%	9/26/2017	9/26/2022	1,184
3134GBM74	FEDERAL HOME LOAN MTG CORP	1,000,000	1,000,710	2.150%	9/29/2017	9/29/2022	1,187
3134GB6A5	FEDERAL HOME LOAN MTG CORP	1,000,000	1,001,150	2.400%	12/28/2017	12/28/2022	1,277
3134GTWM1	FEDERAL HOME LOAN MTG CORP	1,000,000	997,010	2.400%	6/27/2019	6/27/2024	1,824
24422ESW0	JOHN DEERE CAP CORP	1,000,000	998,600	2.050%	3/10/2015	3/10/2020	254
38148TMC0	GOLDMAN SACHS GROUP INC	1,000,000	1,000,250	2.500%	4/29/2016	4/29/2021	669
46625HQJ2	JP MORGAN CHASE & CO NOTE	997,500	1,003,490	2.550%	12/28/2016	3/1/2021	610
06744CFN6	BARCLAYS BANK PLC MTN	1,000,000	989,516	2.250%	8/25/2017	8/25/2022	1,152
89236TEC5	TOYOTA MOTOR CRD CORP	1,000,000	1,000,150	2.150%	9/8/2017	9/8/2022	1,166
037833DE7	APPLE INC NOTE	993,000	1,008,630	2.400%	1/16/2018	1/13/2023	1,293
084670BR8	BERKSHIRE HATHAWAY	1,000,000	1,016,160	2.750%	4/23/2018	3/15/2023	1,354
06406RAG2	BANK NEW YORK MELLON CORP MTN	1,000,000	1,042,910	3.500%	10/16/2018	4/28/2023	1,398
90331HNV1	US BANK ASSN MTN	995,000	1,042,990	3.400%	11/15/2018	7/24/2023	1,485
48126XFX8	CERTIFICATE OF DEPOSIT	200,000	196,684	1.700%	9/30/2016	9/30/2021	823
02587CAF7	CERTIFICATE OF DEPOSIT	247,000	246,963	1.950%	7/17/2014	7/17/2019	17
74267GUQ8	CERTIFICATE OF DEPOSIT	247,000	246,953	2.000%	7/22/2014	7/22/2019	22
29266NB30	CERTIFICATE OF DEPOSIT	247,000	246,891	2.050%	8/28/2014	8/28/2019	59
254672NN4	CERTIFICATE OF DEPOSIT	247,000	246,615	2.000%	5/13/2015	5/13/2020	318
20033AKP0	CERTIFICATE OF DEPOSIT	249,000	248,490	1.900%	5/26/2015	5/26/2020	331
140420RT9	CERTIFICATE OF DEPOSIT	248,000	247,479	1.850%	6/3/2015	6/3/2020	339
46147UQL7	CERTIFICATE OF DEPOSIT	249,000	248,343	1.900%	6/17/2015	6/17/2020	353
981571BN1	CERTIFICATE OF DEPOSIT	200,000	199,658	2.300%	6/25/2015	6/25/2020	361
29976DYV6	CERTIFICATE OF DEPOSIT	247,000	246,449	1.950%	6/30/2015	6/30/2020	366
14042E4P2	CERTIFICATE OF DEPOSIT	246,000	246,059	2.300%	7/15/2015	7/15/2020	381
31938QN26	CERTIFICATE OF DEPOSIT	247,000	246,676	2.050%	7/17/2015	7/17/2020	383
58403BY67	CERTIFICATE OF DEPOSIT	247,000	247,084	2.250%	7/27/2015	7/27/2020	393
05580ACW2	CERTIFICATE OF DEPOSIT	247,000	247,200	2.200%	9/22/2015	9/18/2020	446
02587DL30	CERTIFICATE OF DEPOSIT	246,000	245,779	2.300%	12/23/2015	12/23/2020	542
9497486Z5	CERTIFICATE OF DEPOSIT	249,000	245,188	1.600%	8/3/2016	8/3/2021	765
06062QXG4	CERTIFICATE OF DEPOSIT	247,000	244,824	1.850%	11/23/2016	11/23/2021	877
58733ADT3	CERTIFICATE OF DEPOSIT	240,000	239,174	2.100%	1/27/2017	1/27/2022	942
38148PGX9	CERTIFICATE OF DEPOSIT	245,000	245,355	2.300%	3/8/2017	3/8/2022	982
857894SK6	CERTIFICATE OF DEPOSIT	249,000	247,862	2.050%	1/13/2017	1/13/2022	928
71270QQJ8	CERTIFICATE OF DEPOSIT	246,000	244,868	2.050%	1/18/2017	1/18/2022	933
8562845Z3	CERTIFICATE OF DEPOSIT	246,000	246,689	2.350%	1/26/2017	1/26/2022	941
33767A2G5	CERTIFICATE OF DEPOSIT	249,000	247,979	2.100%	4/19/2017	4/19/2022	1,024
55266CVB9	CERTIFICATE OF DEPOSIT	249,000	246,936	1.950%	4/28/2017	4/28/2022	1,033
67054NAK9	CERTIFICATE OF DEPOSIT	249,000	249,281	2.300%	6/21/2017	6/21/2022	1,087
9819962K6	CERTIFICATE OF DEPOSIT	200,000	192,202	2.400%	4/19/2017	4/19/2022	1,024
795450D36	CERTIFICATE OF DEPOSIT	240,000	240,314	2.350%	8/23/2017	8/23/2022	1,150
06740KKD8	CERTIFICATE OF DEPOSIT	247,000	246,471	2.200%	7/12/2017	7/12/2022	1,108
33715LAP5	CERTIFICATE OF DEPOSIT	249,000	248,343	2.250%	9/28/2017	9/28/2022	1,186
62384RAB2	CERTIFICATE OF DEPOSIT	249,000	248,641	2.300%	10/12/2017	10/12/2022	1,200
01748DAY2	CERTIFICATE OF DEPOSIT	249,000	247,695	2.200%	11/3/2017	11/3/2022	1,222
61747MF63	CERTIFICATE OF DEPOSIT	246,000	247,926	2.650%	1/11/2018	1/11/2023	1,291
22239MAR9	CERTIFICATE OF DEPOSIT	249,000	250,414	2.600%	2/2/2018	2/2/2023	1,313
366526AR2	CERTIFICATE OF DEPOSIT	249,000	250,765	2.650%	2/16/2018	2/16/2023	1,327
819866AE4	CERTIFICATE OF DEPOSIT	249,000	251,983	2.800%	3/5/2018	3/6/2023	1,345
319141KL0	CERTIFICATE OF DEPOSIT	245,000	250,645	3.150%	6/6/2018	6/6/2023	1,437
74934YAH4	CERTIFICATE OF DEPOSIT	245,000	250,613	3.150%	6/20/2018	6/20/2023	1,451
17312QJ26	CERTIFICATE OF DEPOSIT	246,000	249,636	2.900%	4/11/2018	4/11/2023	1,381
25665QAX3	CERTIFICATE OF DEPOSIT	246,000	249,626	2.900%	4/13/2018	4/13/2023	1,383
91435LAG2	CERTIFICATE OF DEPOSIT	249,000	253,918	3.050%	5/14/2018	5/15/2023	1,415
080515CQ0	CERTIFICATE OF DEPOSIT	246,000	250,836	3.050%	5/16/2018	5/16/2023	1,416
90348JCW8	CERTIFICATE OF DEPOSIT	249,000	255,668	3.250%	6/13/2018	6/13/2023	1,444
74160NGF1	CERTIFICATE OF DEPOSIT	249,000	255,170	3.200%	6/22/2018	6/22/2023	1,453
45581EAX9	CERTIFICATE OF DEPOSIT	249,000	256,099	3.300%	6/30/2018	6/30/2023	1,461

INVESTMENT OR CUSIP NUMBER	INSTITUTION	PURCHASE PRICE	MARKET VALUE	COUPON INTEREST RATE	PURCHASE DATE	MATURITY DATE	DAYS TO MATURITY
201282HW3	CERTIFICATE OF DEPOSIT	249,000	249,179	3.250%	7/25/2018	7/25/2023	1,486
31911QFK6	CERTIFICATE OF DEPOSIT	249,000	255,190	3.200%	8/10/2018	8/10/2023	1,502
499724AD4	CERTIFICATE OF DEPOSIT	249,000	255,703	3.250%	8/30/2018	8/30/2023	1,522
64017AAH7	CERTIFICATE OF DEPOSIT	245,000	252,071	3.300%	9/19/2018	9/19/2023	1,542
92891CBK7	CERTIFICATE OF DEPOSIT	249,000	256,764	3.350%	10/16/2018	10/16/2023	1,569
474067AQ8	CERTIFICATE OF DEPOSIT	249,000	256,731	3.350%	10/19/2018	10/19/2023	1,572
59452WAE8	CERTIFICATE OF DEPOSIT	249,000	257,822	3.450%	11/9/2018	11/9/2023	1,593
61760ASL4	CERTIFICATE OF DEPOSIT	245,000	254,695	3.550%	11/26/2018	11/24/2023	1,608
635573AL2	CERTIFICATE OF DEPOSIT	245,000	253,220	3.400%	12/26/2018	12/21/2023	1,635
32110VLY9	CERTIFICATE OF DEPOSIT	200,000	200,138	3.200%	2/15/2019	1/25/2024	1,670
27002YEK8	CERTIFICATE OF DEPOSIT	245,000	246,215	2.750%	5/29/2019	4/18/2024	1,754
1204	CERTIFICATE OF DEPOSIT	249,000	249,000	2.700%	4/24/2018	4/24/2023	1,394
1248	CERTIFICATE OF DEPOSIT	250,000	250,000	2.480%	5/25/2018	5/8/2020	313
1254	CERTIFICATE OF DEPOSIT	250,000	250,000	2.100%	9/8/2014	9/8/2019	70
1281	CERTIFICATE OF DEPOSIT	250,000	250,000	2.800%	5/14/2018	5/14/2023	1,414
1282	CERTIFICATE OF DEPOSIT	250,000	250,000	3.000%	6/21/2018	6/21/2023	1,452
1283	CERTIFICATE OF DEPOSIT	250,000	250,000	2.458%	5/10/2018	5/10/2020	315
1285	CERTIFICATE OF DEPOSIT	250,000	250,000	2.650%	4/29/2018	4/29/2023	1,399
1286	CERTIFICATE OF DEPOSIT	250,000	250,000	3.100%	6/25/2018	6/25/2023	1,456
1292	CERTIFICATE OF DEPOSIT	250,000	250,000	2.000%	7/31/2014	7/31/2019	31
1293	CERTIFICATE OF DEPOSIT	250,000	250,000	1.940%	7/18/2014	7/18/2019	18
1294	CERTIFICATE OF DEPOSIT	250,000	250,000	2.030%	4/3/2015	4/3/2020	278
1295	CERTIFICATE OF DEPOSIT	250,000	250,000	2.084%	4/20/2015	4/20/2020	295
1296	CERTIFICATE OF DEPOSIT	250,000	250,000	2.000%	5/8/2015	5/8/2020	313
1297	CERTIFICATE OF DEPOSIT	250,000	250,000	2.000%	5/14/2015	5/14/2020	319
1298	CERTIFICATE OF DEPOSIT	250,000	250,000	2.150%	11/4/2015	11/4/2020	493
1299	CERTIFICATE OF DEPOSIT	250,000	250,000	2.030%	4/30/2015	3/30/2020	274
1300	CERTIFICATE OF DEPOSIT	250,000	250,000	2.100%	12/8/2015	12/8/2020	527
1301	CERTIFICATE OF DEPOSIT	250,000	250,000	2.080%	2/4/2016	2/4/2021	585
1302	CERTIFICATE OF DEPOSIT	250,000	250,000	2.150%	1/11/2016	1/11/2021	561
1303	CERTIFICATE OF DEPOSIT	250,000	250,000	2.150%	4/19/2016	4/19/2021	659
1304	CERTIFICATE OF DEPOSIT	250,000	250,000	2.000%	5/19/2016	5/19/2021	689
1305	CERTIFICATE OF DEPOSIT	250,000	250,000	2.000%	6/3/2016	6/3/2021	704
1306	CERTIFICATE OF DEPOSIT	249,000	249,000	1.935%	10/28/2016	10/28/2021	851
1307	CERTIFICATE OF DEPOSIT	249,000	249,000	1.900%	12/20/2016	12/20/2021	904
1308	CERTIFICATE OF DEPOSIT	256,140	256,140	2.000%	1/20/2017	1/20/2022	935
1309	CERTIFICATE OF DEPOSIT	249,000	249,000	2.150%	2/14/2017	2/14/2022	960
1310	CERTIFICATE OF DEPOSIT	249,000	249,000	2.100%	5/1/2017	5/2/2022	1,037
1311	CERTIFICATE OF DEPOSIT	250,000	250,000	2.110%	6/23/2017	6/23/2022	1,089
1312	CERTIFICATE OF DEPOSIT	249,000	249,000	2.500%	7/26/2017	7/26/2022	1,122
1313	CERTIFICATE OF DEPOSIT	249,000	249,000	2.230%	7/11/2017	7/11/2022	1,107
1314	CERTIFICATE OF DEPOSIT	249,000	249,000	2.500%	7/21/2017	7/21/2022	1,117
1315	CERTIFICATE OF DEPOSIT	249,000	249,000	2.350%	9/22/2017	9/22/2022	1,180
1316	CERTIFICATE OF DEPOSIT	249,000	249,000	2.600%	10/6/2017	10/6/2022	1,194
1317	CERTIFICATE OF DEPOSIT	249,000	249,000	2.428%	11/16/2017	11/16/2022	1,235
1318	CERTIFICATE OF DEPOSIT	249,000	249,000	2.500%	3/22/2018	3/22/2023	1,361
1319	CERTIFICATE OF DEPOSIT	250,000	250,000	3.000%	8/3/2018	8/3/2021	765
1320	CERTIFICATE OF DEPOSIT	249,000	249,000	3.250%	9/12/2018	9/12/2023	1,535
1321	CERTIFICATE OF DEPOSIT	249,000	249,000	2.970%	10/16/2018	5/16/2020	321
1322	CERTIFICATE OF DEPOSIT	249,000	249,000	3.150%	11/30/2018	11/30/2020	519
1323	CERTIFICATE OF DEPOSIT	249,000	249,000	3.150%	10/23/2018	10/23/2021	846
1324	CERTIFICATE OF DEPOSIT	249,000	249,000	3.350%	1/11/2019	1/11/2024	1,656
1325	CERTIFICATE OF DEPOSIT	249,000	249,000	3.150%	1/23/2019	1/23/2021	573
1326	CERTIFICATE OF DEPOSIT	249,000	249,000	3.500%	1/29/2019	1/29/2024	1,674
1327	CERTIFICATE OF DEPOSIT	245,000	245,000	3.500%	2/28/2019	2/28/2024	1,704
1328	CERTIFICATE OF DEPOSIT	249,000	249,000	3.250%	3/22/2019	3/22/2024	1,727
1329	CERTIFICATE OF DEPOSIT	249,000	249,000	3.210%	4/9/2019	10/9/2023	1,562
1330	CERTIFICATE OF DEPOSIT	248,960	248,960	3.200%	5/24/2019	5/24/2024	1,790
1331	CERTIFICATE OF DEPOSIT	249,000	249,000	3.100%	5/7/2019	5/7/2024	1,773
1332	CERTIFICATE OF DEPOSIT	249,000	249,000	3.200%	6/4/2019	6/4/2024	1,801

TOTALS \$ 80,947,387 \$ 81,436,343

WEIGHTED AVERAGE RATE OF EARNINGS					% OF LIQUID PORTFOLIO HOLDINGS	WEIGHTED AVERAGE DAYS TO MATURITY
ONE YEAR HISTORY				CURRENT		
6/30/2018	9/30/2018	12/31/2018	3/31/2019	6/30/2019		
2.110%	2.230%	2.334%	2.436%	2.458%	41.497%	883

Comments:

Portfolio holdings as of June 30, 2019, are in compliance with the current Investment Policy. With 41.497% of the portfolio being held in liquid instruments, the cash needs of the City will be met. The next portfolio report will be calculated for the third calendar quarter ending September 30, 2019, and will be presented during the November 5, 2019 Council meeting.



CITY COUNCIL AGENDA – AUGUST 6, 2019

SUBJECT: Preliminary Financial Status Reports - Fiscal Year 2018-2019

SOURCE: Finance

COMMENT: The City Charter requires financial status reports to be provided to City Council on a monthly basis. Council Minute Order No. 10-011607 approved the recommended change in submittal of the interim financial status reports and established the requirements and parameters in the presentation of the reports.

In accordance with Council Minute Order No. 10-011607, the preliminary financial status reports for the year ended June 30, 2019, are submitted. These reports are preliminary as accruals of both revenues and expenditures for the fiscal year just ended are still being processed.

RECOMMENDATION: That the City Council accept the preliminary financial status reports as presented.

ATTACHMENTS: 1. Fiscal Year 2018-2019 Preliminary Financial Status Reports

Appropriated/Funded:

Review By:
Department Director:

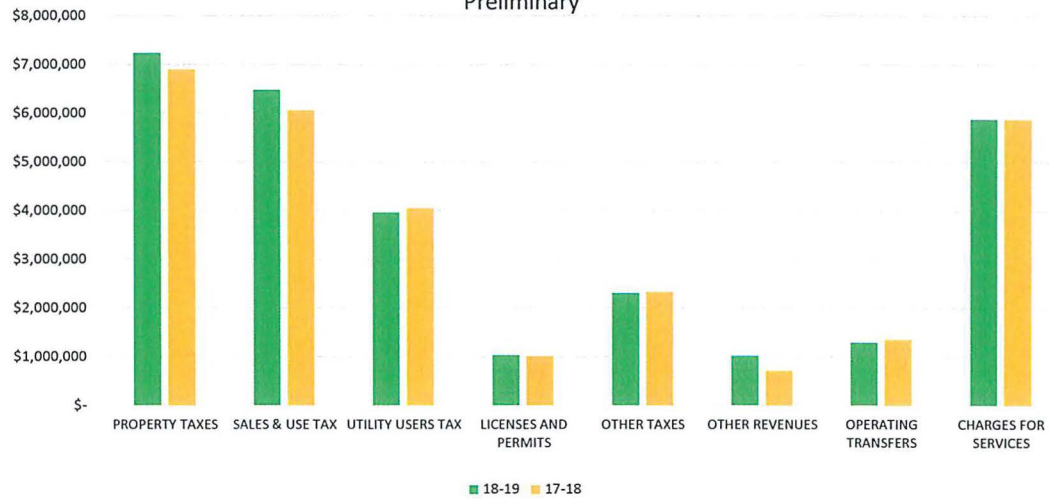
Final Approver: John Lollis, City Manager

CITY OF PORTERVILLE

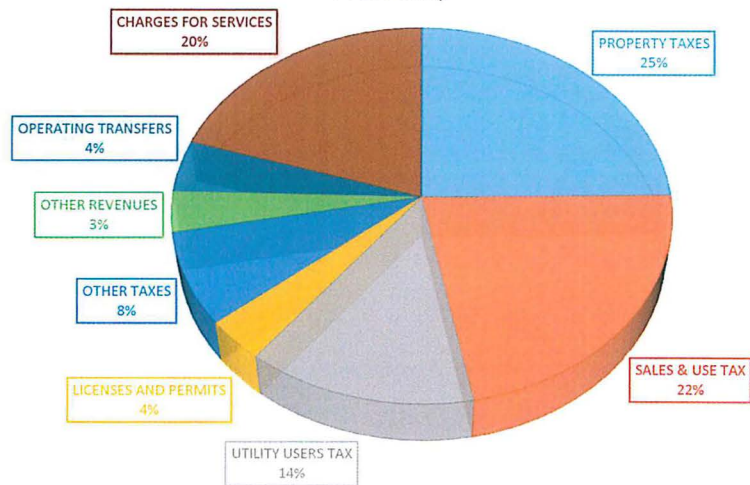
REVENUE STATUS REPORT - GENERAL FUND
FOR THE YEARS ENDED
JUNE 30, 2019 AND JUNE 30, 2018
PRELIMINARY

REVENUE SOURCE	2018-2019 ESTIMATED REVENUE	2018-2019 YEAR-TO-DATE REVENUE	% OF ESTIMATE	2017-2018 ESTIMATED REVENUE	2017-2018 YEAR-TO-DATE REVENUE	% OF ESTIMATE
PROPERTY TAXES	\$ 6,889,846	\$ 7,239,543	105.08%	\$ 6,500,000	\$ 6,913,674	106.36%
OTHER TAXES:						
SALES AND USE TAX	5,998,601	6,223,350	103.75%	5,909,737	5,833,137	98.70%
UTILITY USERS TAX	4,125,000	3,964,309	96.10%	4,000,000	4,055,845	101.40%
TRANSIENT OCCUPANCY TAX	620,000	538,809	86.90%	500,000	559,247	111.85%
PROPERTY TRANSFER TAX	85,000	91,044	107.11%	65,000	102,661	157.94%
FRANCHISE TAX	1,611,134	1,630,684	101.21%	1,561,134	1,623,661	104.01%
SALES TAX - PUBLIC SAFETY	220,000	260,632	118.47%	200,000	237,147	118.57%
LICENSES AND PERMITS:						
BUSINESS LICENSES	481,800	472,618	98.09%	464,800	495,422	106.59%
CONSTRUCTION PERMITS	440,000	562,484	127.84%	475,000	520,692	109.62%
REVENUE FROM AGENCIES-TAXES:						
VEHICLE LICENSE FEES	32,000	29,183	91.20%	25,000	31,535	126.14%
OTHER TAXES	25,000	24,480	97.92%	25,000	24,822	99.29%
REVENUE FROM AGENCIES-GRANTS	172,741	184,345	106.72%	187,535	96,412	51.41%
USE OF MONEY AND PROPERTY	405,800	517,416	127.51%	470,000	490,637	104.39%
FINES AND FORFEITURES	34,000	19,927	58.61%	36,000	33,732	93.70%
CHARGES FOR SERVICES:						
PLANNING AND ENGINEERING	129,000	139,996	108.52%	107,000	401,477	375.21%
POLICE	519,000	485,445	93.53%	334,000	446,203	133.59%
FIRE	45,000	75,044	166.76%	45,000	82,333	182.96%
LIBRARY	40,000	35,093	87.73%	40,000	39,995	99.99%
RECREATIONAL	2,738,739	2,768,418	101.08%	2,374,100	2,558,060	107.75%
INTERDEPARTMENTAL	2,400,000	2,300,545	95.86%	2,200,000	2,318,896	105.40%
OTHER	41,272	71,788	173.94%	9,954	34,471	346.30%
OTHER REVENUES	80,200	301,098	375.43%	87,200	99,170	113.73%
SUBTOTALS	\$ 27,134,133	\$ 27,936,252	102.96%	\$ 25,616,460	\$ 26,999,229	105.40%
OPERATING TRANSFERS	1,230,625	882,334	71.70%	1,205,696	1,168,130	96.88%
DEBT SERVICE TRANSFERS	199,250	206,607	103.69%	199,455	194,155	97.34%
TOTALS	\$ 28,564,008	\$ 29,025,193	101.61%	\$ 27,021,611	\$ 28,361,513	104.96%

City of Porterville
General Fund Revenues
Years Ended June 30, 2019 and June 30, 2018
Preliminary



City of Porterville
General Fund Revenues
Year Ended June 30, 2019
Preliminary

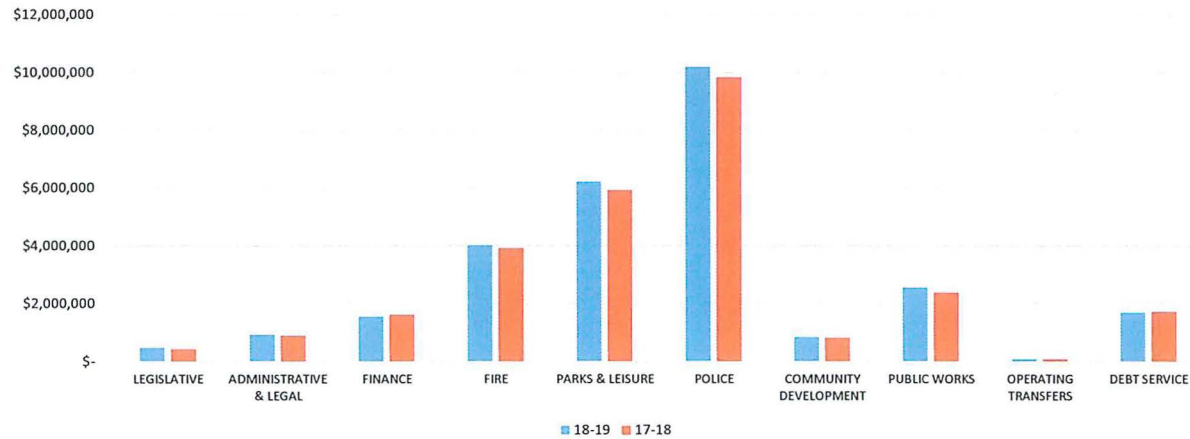


CITY OF PORTERVILLE

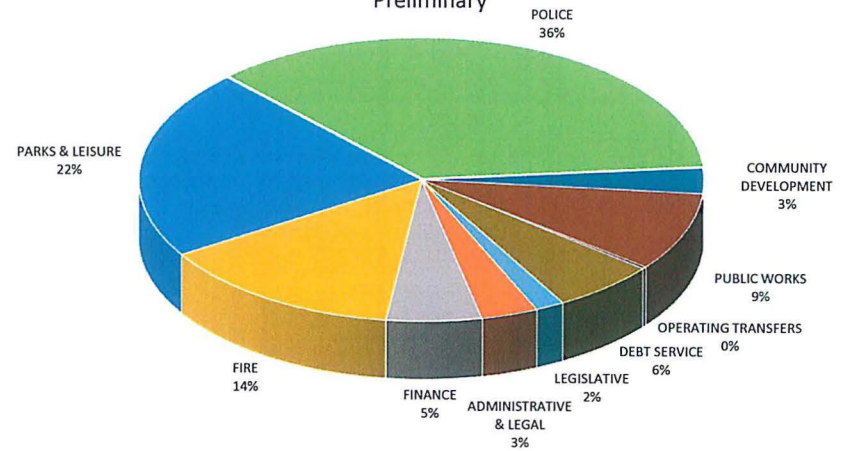
EXPENDITURE STATUS REPORT - GENERAL FUND
FOR THE YEARS ENDED
JUNE 30, 2019 AND JUNE 30, 2018
PRELIMINARY

	2018-2019 AMENDED APPROP	2018-2019 YEAR-TO-DATE EXPEND	% OF APPROP	2017-2018 AMENDED APPROP	2017-2018 YEAR-TO-DATE EXPEND	% OF APPROP
LEGISLATIVE:						
CITY COUNCIL	\$ 252,917	\$ 285,406	112.8%	\$ 262,917	\$ 197,163	75.0%
COMMUNITY PROMOTION	236,653	188,894	79.8%	223,583	234,434	104.9%
EMERGENCY OPERATIONS						
ADMINISTRATIVE & LEGAL:						
CITY MANAGER	318,526	258,334	81.1%	308,902	302,651	98.0%
CITY CLERK	190,463	174,246	91.5%	189,358	164,643	86.9%
HUMAN RESOURCES	308,614	336,803	109.1%	264,520	306,126	115.7%
CITY ATTORNEY	225,000	161,136	71.6%	225,000	124,661	55.4%
FINANCE:						
FINANCE & ACCOUNTING	902,024	866,793	96.1%	903,042	906,681	100.4%
INFORMATION SERVICES	472,829	399,353	84.5%	442,125	425,664	96.3%
ADMINISTRATIVE SERVICES	348,497	290,516	83.4%	364,286	287,626	79.0%
POLICE PROTECTION	10,498,068	10,199,730	97.2%	10,069,130	9,837,430	97.7%
FIRE PROTECTION	4,408,354	4,032,258	91.5%	4,081,607	3,930,771	96.3%
COMMUNITY DEVELOPMENT:						
PLANNING & ZONING	643,169	535,001	83.2%	599,243	547,013	91.3%
ECONOMIC DEVELOPMENT	385,874	307,926	79.8%	368,288	279,666	75.9%
PUBLIC WORKS:						
ENGINEERING & BUILDING	1,161,034	1,160,012	99.9%	1,155,870	1,079,638	93.4%
STREET MAINTENANCE	482,842	488,039	101.1%	457,032	469,960	102.8%
SIGNALS, SIGNING & STRIPING	384,414	264,711	68.9%	368,776	240,115	65.1%
STREET LIGHTING	507,517	506,651	99.8%	507,421	501,529	98.8%
STORM DRAINS	83,818	90,466	107.9%	106,707	41,612	39.0%
PARKING LOTS	47,381	55,836	117.8%	47,285	50,358	106.5%
PARKS & LEISURE:						
PARK MAINTENANCE & OPERATION	1,990,891	2,004,832	100.7%	1,906,589	1,962,415	102.9%
STREET TREES & PARKWAYS	232,964	254,295	109.2%	214,028	207,347	96.9%
COMMUNITY CENTERS	224,086	208,064	92.9%	229,255	211,503	92.3%
LEISURE SERVICES	282,955	310,103	109.6%	276,091	292,217	105.8%
LEISURE SERVICES - SPECIAL PROG	2,524,117	2,502,115	99.1%	2,130,920	2,302,480	108.1%
SWIMMING POOL	169,023	163,163	96.5%	153,238	165,431	108.0%
LIBRARY OPERATIONS	781,635	768,245	98.3%	764,416	768,188	100.5%
SPECIAL PROJECTS	24,645	18,936	76.8%	24,519	24,633	100.5%
SUB TOTALS	28,088,310	\$ 26,831,864	95.5%	26,644,148	25,861,955	97.1%
OPERATING TRANSFERS	79,000	79,000	100.0%	79,000	79,000	100.0%
DEBT SERVICE	1,723,011	1,702,603	98.8%	1,727,854	1,727,854	100.0%
	\$ 29,890,321	\$ 28,613,467	95.7%	\$ 28,451,002	\$ 27,668,809	97.3%

City of Porterville
General Fund Expenditures
Years Ended June 30, 2019 and June 30, 2018
Preliminary



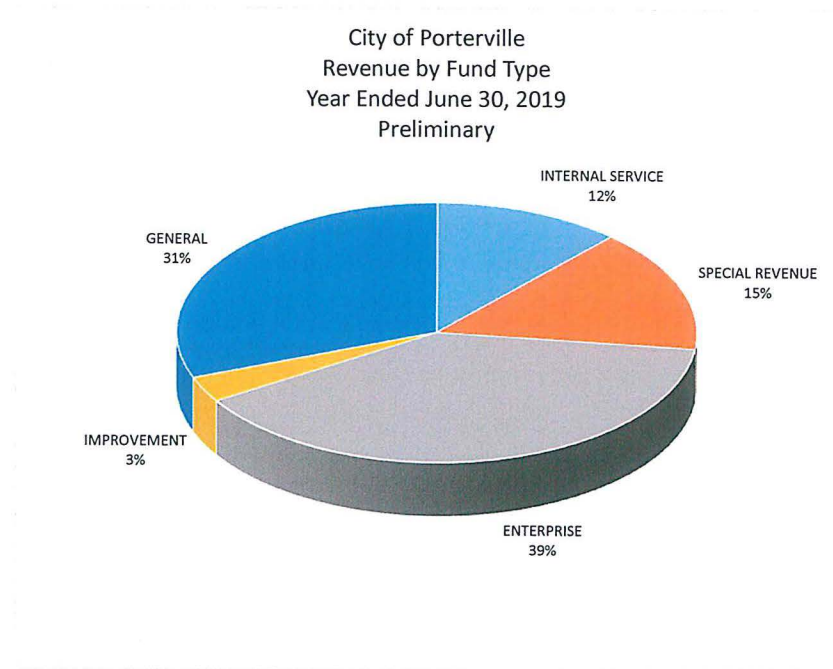
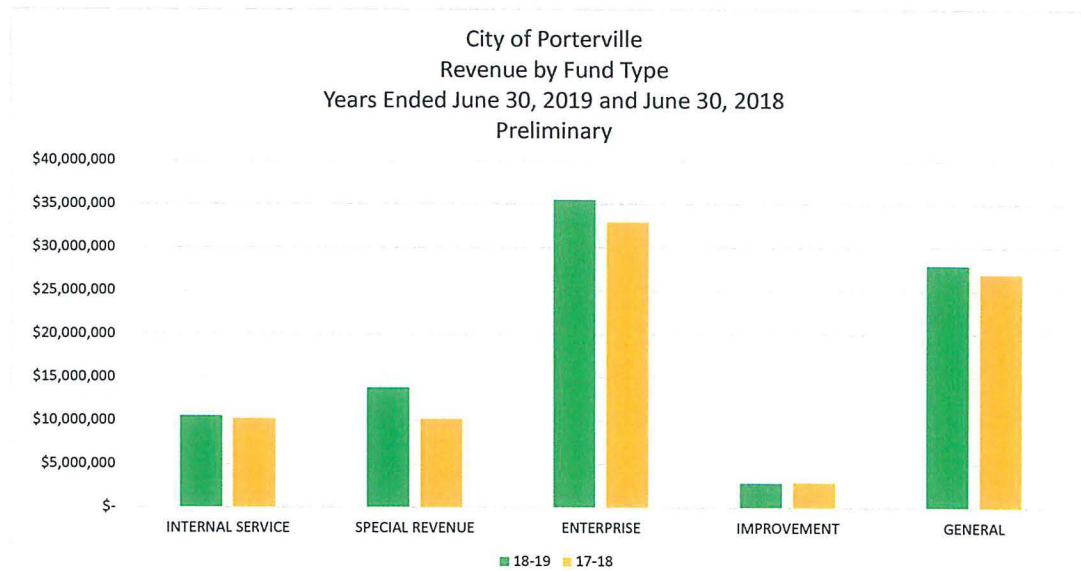
City of Porterville
General Fund Expenditures
Year Ended June 30, 2019
Preliminary



CITY OF PORTERVILLE

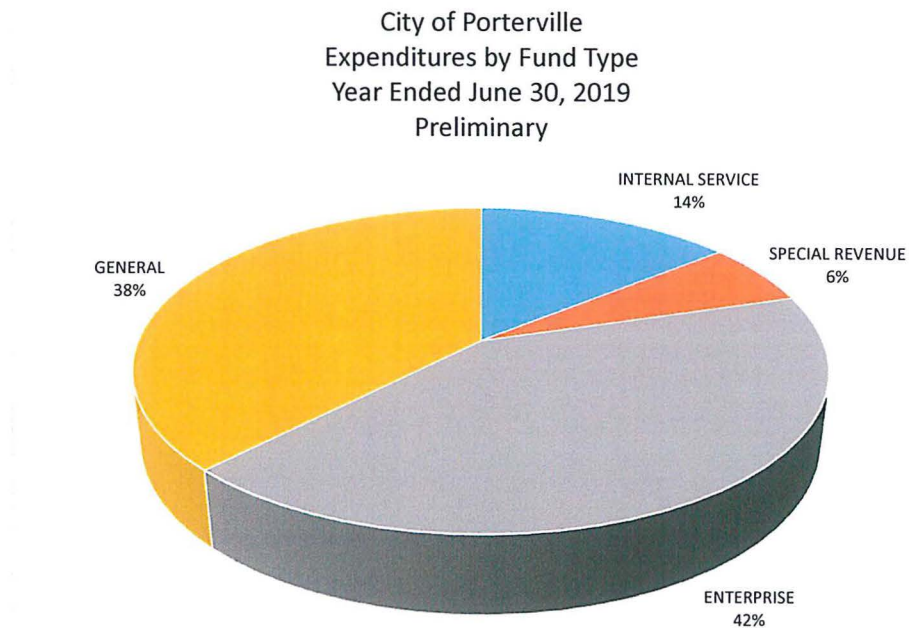
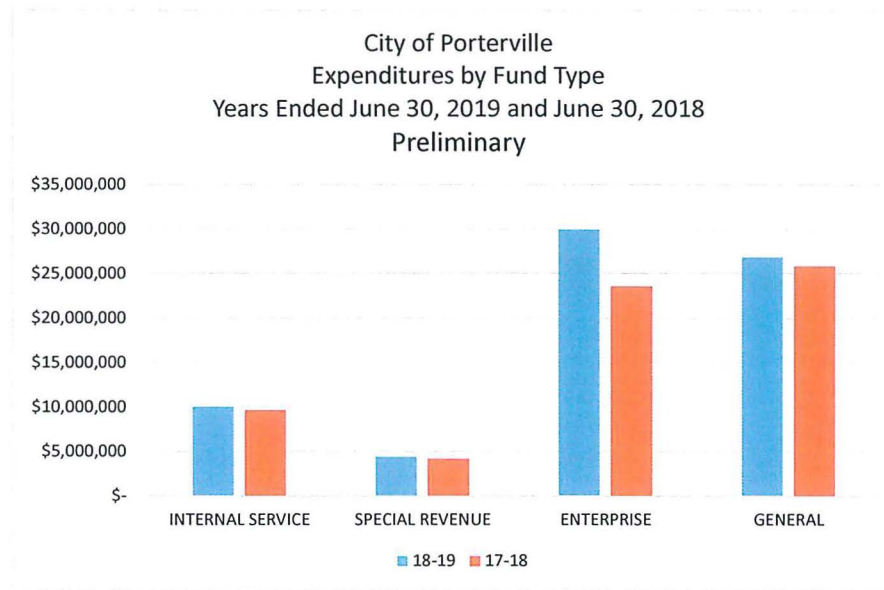
REVENUE STATUS REPORT - ALL OTHER FUNDS
FOR THE YEARS ENDED
JUNE 30, 2019 AND JUNE 30, 2018
PRELIMINARY

REVENUE SOURCE	2018-2019 ESTIMATED REVENUE	2018-2019 YEAR-TO-DATE REVENUE	% OF ESTIMATE	2017-2018 ESTIMATED REVENUE	2017-2018 YEAR-TO-DATE REVENUE	% OF ESTIMATE
MEASURE H SALES TAX	\$ 3,719,011	\$ 3,841,007	103.3%	\$ 3,574,391	\$ 3,669,252	102.7%
MEASURE I SALES TAX	-	1,226,458	-	-	-	-
SPECIAL GAS TAX	3,925,439	2,918,605	74.4%	2,658,716	2,485,401	93.5%
LOCAL TRANSPORTATION FUNDS (LTF)	11,239,674	4,006,259	35.6%	4,232,000	2,107,343	49.8%
TRAFFIC SAFETY FUND	150,400	102,960	68.5%	150,400	121,047	80.5%
ZALUD ESTATE	7,700	7,321	95.1%	7,600	9,105	119.8%
COMMUNITY DEVELOPMENT BLOCK GRANT	775,500	984,555	127.0%	747,540	834,245	111.6%
TRANSIT	15,452,340	8,998,314	58.2%	18,505,246	6,135,138	33.2%
SPECIAL SAFETY GRANTS	291,800	208,345	71.4%	328,700	301,282	91.7%
SEWER OPERATING	7,148,447	7,105,422	99.4%	7,118,596	7,280,944	102.3%
REFUSE REMOVAL	5,980,000	6,043,909	101.1%	5,913,000	6,028,964	102.0%
AIRPORT OPERATIONS	1,788,900	1,306,044	73.0%	1,661,882	1,707,030	102.7%
GOLF COURSE	171,500	160,472	93.6%	198,000	170,228	86.0%
WATER OPERATING	11,903,750	11,902,926	100.0%	11,200,000	11,634,035	103.9%
RISK MANAGEMENT	6,635,519	6,970,585	105.0%	6,571,520	6,597,877	100.4%
EQUIPMENT MAINTENANCE	3,315,000	3,601,066	108.6%	3,235,000	3,676,182	113.6%
LANDSCAPE MAINTENANCE DISTRICT	85,000	112,298	132.1%	115,500	73,236	63.4%
WATER REPLACEMENT	21,420,524	837,863	3.9%	14,389,100	989,904	6.9%
SOLID WASTE RESERVE	2,319,462	961,372	41.4%	2,260,188	1,016,261	45.0%
SEWER REVOLVING	317,058	367,370	115.9%	308,426	340,693	110.5%
TRANSPORTATION DEVELOPMENT	210,000	191,002	91.0%	210,000	345,762	164.6%
PARK DEVELOPMENT	50,050	66,307	132.5%	50,055	39,250	78.4%
TREATMENT PLANT RESERVE	581,248	689,782	118.7%	565,364	574,678	101.6%
STORM DRAIN DEVELOPMENT	120,000	143,344	119.5%	118,000	246,096	208.6%
BUILDING CONSTRUCTION	5,000	10,684	213.7%	5,000	10,589	211.8%
TOTALS	\$ 97,613,322	\$ 62,764,271	64.3%	\$ 84,124,224	\$ 56,394,541	67.0%



CITY OF PORTERVILLE
EXPENDITURE STATUS REPORT - ALL OTHER FUNDS
FOR THE YEARS ENDED
JUNE 30, 2019 AND JUNE 30, 2018
PRELIMINARY

	2018-2019 AMENDED APPROP	2018-2019 YEAR-TO-DATE EXPEND	% OF APPROP	2017-2018 AMENDED APPROP	2017-2018 YEAR-TO-DATE EXPEND	% OF ACTUAL
MEASURE H SALES TAX	\$ 3,869,533	\$ 3,751,513	97.0%	\$ 3,684,193	\$ 3,616,876	98.2%
MEASURE I SALES TAX	-	101,540	-	-	-	-
ZALUD ESTATE	22,505	24,124	107.2%	22,305	24,213	108.6%
COMMUNITY DEVELOPMENT BLOCK GRANT	734,480	173,004	23.6%	735,972	142,034	19.3%
TRANSIT	4,011,228	9,329,194	232.6%	4,076,426	3,972,680	97.5%
SPECIAL SAFETY GRANTS	351,017	227,765	64.9%	427,926	280,300	65.5%
SEWER OPERATING	6,411,634	5,972,047	93.1%	6,436,780	5,793,545	90.0%
REFUSE REMOVAL	6,391,645	6,228,005	97.4%	6,317,200	6,084,496	96.3%
AIRPORT	1,551,236	1,246,287	80.3%	1,467,186	1,456,157	99.2%
GOLF COURSE	417,196	436,175	104.5%	395,502	425,130	107.5%
WATER OPERATING	7,304,698	6,699,020	91.7%	7,180,425	5,833,999	81.2%
RISK MANAGEMENT	6,503,564	6,246,883	96.1%	6,351,146	6,175,901	97.2%
EQUIPMENT MAINTENANCE	3,311,647	3,762,446	113.6%	3,289,286	3,508,925	106.7%
LANDSCAPE MAINTENANCE DISTRICT	174,970	159,446	91.1%	164,336	148,519	90.4%
TOTALS	\$ <u>41,055,353</u>	\$ <u>44,357,449</u>	108.0%	\$ <u>40,548,683</u>	\$ <u>37,462,774</u>	92.4%



CITY OF PORTERVILLE
INTERIM PERFORMANCE REPORT - MEASURE H
For the Years Ended June 30, 2019 and June 30, 2018
PRELIMINARY

	<u>FY 2018-19</u>	<u>FY 2017-18</u>
REVENUES		
Sales Tax - Measure H	\$ 3,815,471	\$ 3,653,853
Interest	15,311	10,777
Police Services	2,625	4,622
Contributions	7,600	-
TOTAL REVENUES	<u>3,841,007</u>	<u>3,669,252</u>
EXPENDITURES		
Police Department	1,691,399	1,595,799
Fire Department	1,501,917	1,469,949
Public Safety Station	38,488	33,293
Library & Literacy	519,710	517,834
TOTAL EXPENDITURES	<u>3,751,514</u>	<u>3,616,876</u>
REVENUE OVER/(UNDER) EXPENDITURES	<u>\$ 89,493</u>	<u>\$ 52,377</u>

CITY OF PORTERVILLE
INTERIM PERFORMANCE REPORT - MEASURE I
For the Years Ended June 30, 2019 and June 30, 2018
PRELIMINARY

	<u>FY 2018-19</u>	<u>FY 2017-18</u>
REVENUES		
Sales Tax - Measure I	\$ 1,225,458	\$ -
Interest	1,000	-
Contributions	-	-
TOTAL REVENUES	<u>1,226,458</u>	<u>-</u>
EXPENDITURES		
Police Department	36,467	-
Fire Department	64,859	-
Streets Program	215	-
TOTAL EXPENDITURES	<u>101,541</u>	<u>-</u>
REVENUE OVER/(UNDER) EXPENDITURES	<u>\$ 1,124,917</u>	<u>\$ -</u>

CITY OF PORTERVILLE
INTERIM PERFORMANCE REPORT - ENTERPRISE FUNDS
For the Years Ended June 30, 2019 and June 30, 2018
PRELIMINARY

<u>FUND</u>	<u>REVENUES</u>	<u>EXPENSES</u>	<u>6/30/2019 NET OPERATING PROFIT (LOSS)</u>	<u>6/30/2018 NET OPERATING PROFIT (LOSS)</u>
Zalud Estate	\$ 7,321	\$ (24,124)	\$ (16,803)	\$ (15,108)
Transit	\$ 8,998,314	\$ (9,329,194)	\$ (330,880)	\$ 346,738
Sewer Operating	\$ 7,105,422	\$ (5,972,047)	\$ 1,133,375	\$ 1,487,399
Solid Waste	\$ 6,043,909	\$ (6,228,005)	\$ (184,096)	\$ (55,532)
Airport	\$ 1,306,044	\$ (1,246,287)	\$ 59,757	\$ 250,873
Golf	\$ 160,472	\$ (436,175)	\$ (275,703)	\$ (254,902)
Water Operating	\$ 11,902,926	\$ (6,699,020)	\$ 5,203,906	\$ 5,800,036



CITY COUNCIL AGENDA – AUGUST 6, 2019

SUBJECT: Amendment to Employee Pay & Benefit Plan - Fire Officers Series

SOURCE: Administrative Services

COMMENT: Within the scope of the Meyers-Milius-Brown Act, City representatives have concluded labor negotiations with the Fire Officer Series (FOS). City representatives and FOS have reached an agreement, and a written Memorandum of Understanding (MOU) has been executed restating current benefits as well as amendments pertaining to wages, benefits and working conditions.

City Council acceptance and approval of an executed MOU is most commonly demonstrated by Council authorization to change or amend, when applicable, those documents that are necessary to implement the points of agreement contained in the MOU.

RECOMMENDATION: That the City Council approve the draft Resolution amending the Employee Pay and Benefit Plan pertaining to the Fire Officer Series employees.

ATTACHMENTS: 1. Draft FOS Resolution

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

RESOLUTION NO. ____-2019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PORTERVILLE AMENDING THE EMPLOYEE PAY AND BENEFIT PLAN
PERTAINING TO FIRE OFFICER SERIES EMPLOYEES

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

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

WHEREAS, there has been concurrence on a Memorandum of Understanding with the Fire Officer Series ("FOS") for the period from July 1, 2019, through June 30, 2021, covering provisions to amend the Employee Pay and Benefit Plan, as they relate to employees holding positions represented by such recognized employee organization.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Porterville that the Employee Pay and Benefit Plan for employees holding positions represented by the aforementioned recognized employee organization, is hereby amended as follows:

I. TERM OF MEMORANDUM OF UNDERSTANDING

Two (2) years, from both ratification and adoption by City Council or starting July 1, 2019 through June 30, 2021, whichever occurs later.

II. FIRE LIEUTENANT CLASSIFICATION REASSIGNMENT

Effective the first full pay period following both ratification and adoption of this agreement, the City agrees to eliminate the classification of Lieutenant and to transfer all current Lieutenants to the Classification of Captain at a step which matches the employees' current salary range. Currently pending promotional examinations for Lieutenant will be treated as recruitments for the position of Captain.

(Additional clean up language in the MOU may be needed to reflect the elimination of the Lieutenant classification.)

III. SALARY

Following both ratification and adoption of this agreement, the captains that are not included in the reclassification will receive a one-time payment of two percent (2%) of the employee's annual base salary effective January 1, 2020

- IV. Effective the first full pay period following both ratification and adoption of this agreement, all lead investigators will receive a two percent (2%) incentive based on the employee's annual base salary.
- V. Effective the first full pay period following both ratification and adoption of this agreement, all fire officers will receive a phone stipend in the amount of \$50.00 per month.
- VI. UNIFORM ALLOWANCE
Uniform allowance to be increased from \$1,000.00 to \$1,100.00 annually.
- VII. DEFERRED COMP
The City is amenable to providing a deferred compensation match for tier two and three unit members only, up to a maximum match by the City of \$600.00 per year. Specific MOU language shall be drafted.
- VIII. DISCIPLINARY APPEALS INVOLVING DISCHARGE, DEMOTION, REDUCTION IN SALARY IN EXCESS OF THE EQUIVALENT OF TWENTY FOUR (24) WORKING HOURS, SUSPENSION IN EXCESS OF THE EQUIVALENT OF TWENTY FOUR (24) WORKING HOURS
Subsection B under section four (4) of the FBOR Appeal Process shall be replaced with the following:
 - B. Hearing Panel

The Disciplinary Action shall be reviewed by a three member Hearing Panel. The employee shall cooperate to schedule a hearing within the time guidelines, and shall comply with the pre-hearing conference procedures as dictated by these rules and the Hearing Officer, including identification of witnesses and exchange of evidence. Upon preparing and filing the Notice of Appeal, the employee shall promptly identify a City employee to serve on the Hearing Panel.
 - 1. The Hearing panel shall consist of three individuals. One Hearing Panel member shall be a City employee selected by the appellant. Another panel member shall be a City Council member selected by the City. These panel members shall select the third panelist, who will be the Hearing Officer.
 - 2. The Hearing Officer shall chair the Hearing Panel. If the Hearing Officer is not an attorney, the City Manager shall appoint a legal advisor to advise the Hearing Officer on all matters, including the admissibility of evidence. Said legal advisor shall be subject to disqualification for any of the grounds listed in Government Code Sections 11425.30 and 11425.40
 - 3. No panel member may be otherwise involved in the appeal nor may they be a witness to the facts underlying the action.

4. Failure on the part of the City or the appellant to appear before the Hearing Panel, without good cause as determined by the Hearing Officer, shall result in their forfeiture of the case.

IX. 2021/2022 NEGOTIATIONS

Labor Negotiations for the 2021/2022 fiscal year shall begin no later than March 1, 2021.

X. STATEMENT OF CONTINUING BENEFITS AND WORKING CONDITIONS

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

XI. DEPARTMENT TRAINING ALLOWANCE

Effective July 1, 2019, or following the adoption by the City Council (whichever is later), the training allowance for FOS employees shall be \$800.00 per year for fire-related training approved by the Department Head. (No training expenses will be paid for classes taken to attain an A.A. or A.S. degree to be eligible for educational incentive compensation).

XII. ANNUAL PHYSICALS

Employees are eligible for reimbursement of up to \$250.00 dollars of the coinsurance cost of an annual physical. The following criteria must be met in order to be eligible for reimbursement:

- Only one physical will be covered by reimbursement within a fiscal year.
- Each physical must be six months or greater from the prior year's physical.
- At a minimum, the physical must meet the same standards as a pre-employment physical required by the City of Porterville Fire Department.
- The physical must be conducted by an in-network physician.
- Any and all additional expenses related to the annual physical will not be covered by the employer (i.e. travel, lodging, etc.).

XIII. VACATION SCHEDULING

Each October, all personnel shall have the opportunity to select vacations for the next calendar year. Selections will be made one at a time, up to four per person, in order of seniority with the Department, on a per shift basis, regardless of rank. Not more than two shift members can select to be out on vacation during the same time with these four vacation selections. A vacation selection can be any length of concurrent shifts or hours. If shift members are not present on duty to make selections when it is their turn, shift command will attempt to call them to ask what dates they would like to reserve. If they do not respond within 8 hours, shift command will mark "pass" and continue the vacation calendar to the next senior member. All selections will be presented to the Chief not later than December 15th for review and approval.

Subsequent, supplemental vacation requests may be made throughout the year. Subsequent, supplemental vacation requests will not be approved if they would cause a functional position shift deficiency or otherwise cause a need for overtime. An exception for subsequent, supplemental vacation for one member shall be granted when the shift is at minimum draw down and no personnel are on vacation. At least one shift member may take vacation so long as functional positions or the shift deficiency can be filled with overtime. Such requests shall be submitted not more than 30 days, and not less than 48 hours, prior to the date of requested vacation. Emergency vacations may be granted on a case-by-case basis, with approval of the Chief or his designee.

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

PASSED, APPROVED AND ADOPTED this 6th day of August, 2019.

Martha A. Flores, Mayor

ATTEST:

John Lollis, City Clerk

By:

Fernando Gabriel-Moraga
Acting Deputy City Clerk



CITY COUNCIL AGENDA – AUGUST 6, 2019

SUBJECT: Approval for Community Civic Event - Porterville Chamber of Commerce, Porterville Arts Commission - Porterville Art Festival - September 28, 2019

SOURCE: Finance

COMMENT: The Porterville Arts Commission in partnership with Porterville Chamber of Commerce are requesting approval to host an art festival to promote and foster the development and enjoyment of visual, cultural, performing and other arts in the City of Porterville. The festival will be held at Centennial Park on Saturday, September 28, 2019, from 10:00 a.m. to 3:00 p.m. Main Street from Thurman to Cleveland has been requested to be closed from 7:00 a.m. to 5:00 p.m.

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

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

ATTACHMENTS:

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

Appropriated/Funded:

Review By:

Department Director:

Maria Bemis, Finance Director

Final Approver: John Lollis, City Manager

CITY OF PORTERVILLE

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



(Incomplete applications can delay permit process)

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

DO YOU HAVE? Event Flyer? E-mail address? Website?
Application date: 7/24/19 Event date: 9/28/19
Event time: 10:00 AM - 3:00 PM (Closure 7AM - 5pm)
Name of Event: Porterville Art Festival

Sponsoring organization: Porterville Chamber of Commerce Phone # 784-7502
Address: 93 N. Main St. Porterville, Ca 93257
Authorized representative: Monte Reyes Phone # 784-7502
Address: 93 W. Main St. Porterville, Ca 93257
Event chairperson: Monte Reyes Phone # 784-7502

Location of event Centennial Plaza Park and Main St. in front of City Hall
(Location map must be attached)

Type of event: Community Art Festival

Non-profit organization status: SOL C 6

(IRS Determination)

City services requested (fees associated with these services will be billed separately):
Barricades (quantity): ✓ Street sweeping Yes ✓ No
Police protection Yes No Refuse pickup Yes ✓ No
Other:

Parks facility application required: Yes ✓ No Attached
Assembly permit required: Yes No Attached

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

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

CITY OF PORTERVILLE

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

What constitutes a Community Civic Event?

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

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

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

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

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

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

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

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

Porterville Chamber of Commerce
(Name of Organization)

RL MTH
(Signature)

7/22/19
(Date)

TO BE HELD ON PUBLIC PROPERTY

Name of event: Porterville Art Festival TO BE HELD ON PUBLIC PROPERTY

Location: Centennial Plaza Park, Main St Event date: 9/28/19 Event time: _____

[illegible]

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

CITY OF PORTERVILLE

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

Name of event: Porterville Art Festival

Sponsoring organization: Porterville Chamber of Commerce, Arts Commission

Event date: 9/28/19 Hours 7:00 AM - 5:00 pm

ATTACH MAP MARKING AREAS TO BE CLOSED OR USED:

Closed			
Street Name	From	To	Activity
Main St.	Thurman	Cleveland	Booths
Sidewalks	From	To	Activity
Main	Thurman	Cleveland	Activities/Displays
Parking lots and spaces	Location	Activity	
Main	Thurman to Cleveland	Booths	

Requirements for Community Civic Event
City of Porterville Arts Commission
Porterville Chamber of Commerce
Porterville Art Festival

Finance Director:
M. Bemis

Deputy Public Works Director:
J. Sanchez

Community Development Manager:
J. Phillips

Deputy Public Works Director:
M. Knight

Fire Marshal: *M. Sandoval* No comment.

Parks and Leisure Services Director:
D. Moore

Police Lieutenant: *J. Maniss* Please see Exhibit B.

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

Requirements for Community Civic Event

Sponsor: City of Porterville Arts Commission, Porterville Chamber of Commerce
Event: Porterville Art Festival
Event Chairman: Monte Reyes
Location: Centennial Park
Date of Event: September 28, 2019
Time of Event: 10:00 a.m. to 3:00 p.m.

RISK MANAGEMENT: Conditions of Approval

That the City of Porterville provide a Certificate of Commercial General Liability Insurance Coverage at least as broad as Insurance Services Office form CG 00 01, evidencing coverage of not less than \$1,000,000 per occurrence, and having the appropriate Endorsement naming the City of Porterville, its Officers, Officials, Employees, Agents, and Volunteers as Additional Insured for bodily injury and property damage, including without limitation, blanket contractual liability arising from, or in connection with, the Permittee's operation and sponsorship of the aforementioned Community Civic Event. Applicant's general liability policies shall be primary and non-contributory, and be endorsed using Insurance Services Office form CG 20 10.

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

CITY OF PORTERVILLE/POLICE DEPARTMENT
Community Civic Event Application

Porterville Art Festival
September 28, 2019
Centennial Plaza Park and Main Street in front of City Hall
10:00A.M. to 3:00P.M. (Closure: 7:00A.M. to 5:00 P.M.)

Proposed Conditions/Requirements for Downtown Event:

- City Council approval is required for all street closures.
- Food vendors should provide inspection certificates from the Tulare County Health Department to members of the organizing committee, to ensure food product safety.
- Participants and spectators must not interfere with the normal flow of vehicle and pedestrian traffic in the area of the event.
- An Outside Amplifier Permit has been approved and granted. However, event organizers shall not allow music to be played so loud as to unreasonably disturb the peace and good order of any residents or business establishments in the surrounding area.
- At conclusion of event, event organizers shall ensure streets are promptly cleared of any vehicles, equipment, booths or anything that could present a hazard to pedestrians or vehicles traveling through this area.

Josh Maniss, Lieutenant
Porterville Police Department

Exhibit B

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



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

- 1 Name and home address of the applicant: Monte Reyes 93 W. Main St. PV. 93257
- 2 Address where amplification equipment is to be used: Centennial Plaza Park
- 3 Names and addresses of all persons who will use or operate the amplification equipment: Monte Reyes
Same As Above
- 4 Type of event for which amplification equipment will be used: Art Festival, music, poetry
- 5 Dates and hours of operation of amplification equipment: 9/28/19 10:00 AM - 3:00 PM
- 6 A general description of the sound amplifying equipment to be used: 300 watt 6 speaker system.

Section 18-9

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

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

Section 18-14

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

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

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

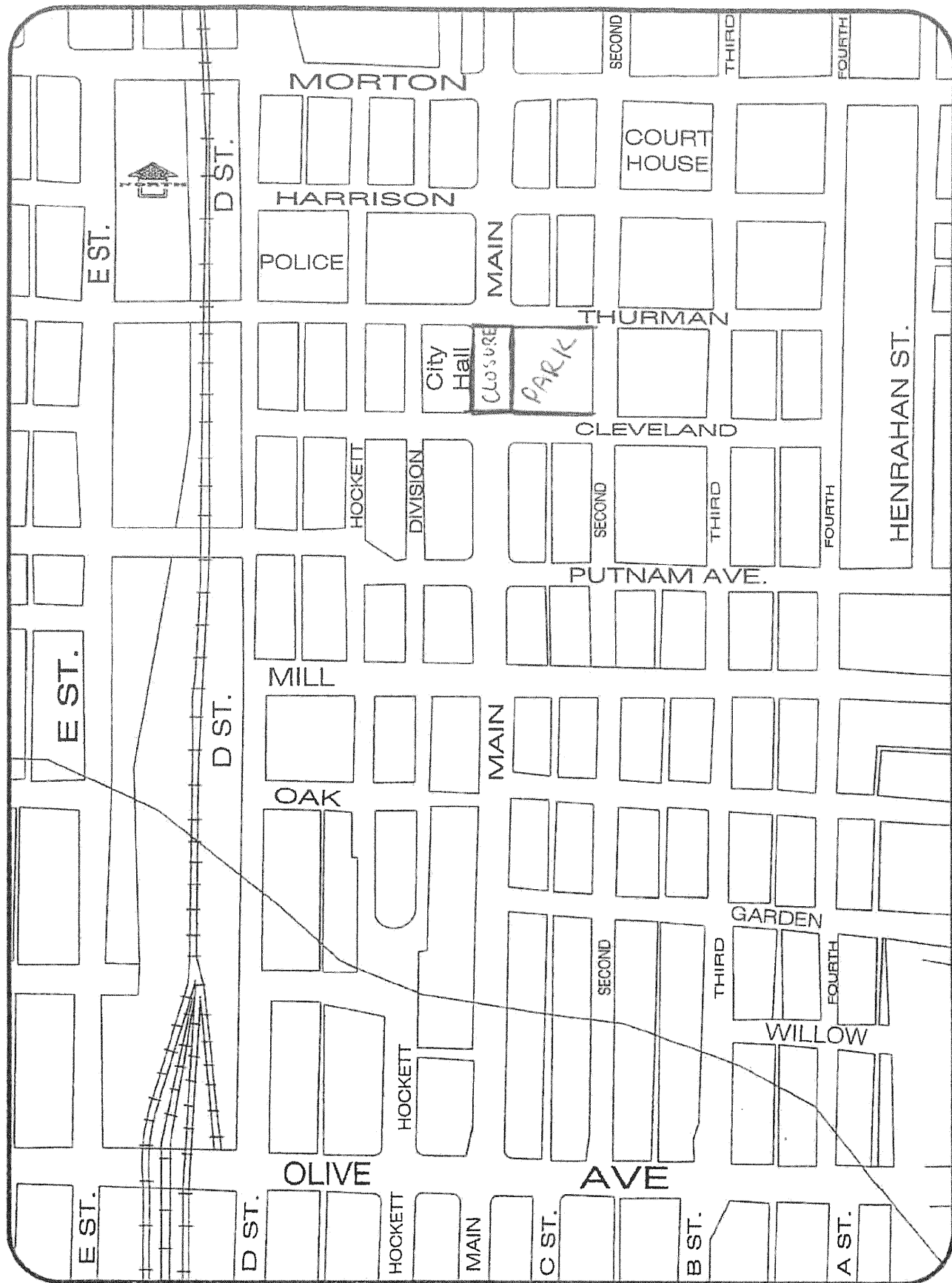
[Signature]
Signature of Applicant

7/22/19
Date

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

[Signature] # L121
City of Porterville, Chief of Police/Designee

7-14-19
Date





CITY COUNCIL AGENDA – AUGUST 6, 2019

SUBJECT: Approval for Community Civic Event - Family Health Care Network - 19th Annual Health Fair and Fiestas Patrias - September 15, 2019

SOURCE: Finance

COMMENT: Family Health Care Network is requesting approval to hold their 19th Annual Health Fair and family fiesta on Sunday, September 15, 2019, from 12:00 am to 6:00 pm., at Centennial Park. Street closures have been requested for Main Street, between Thurman Avenue and Cleveland Avenue, and Cleveland Avenue between Second Street and Main Street. This event will include information booths and free health screenings. Partnering with the health fair is Radio Lazer Music Radio Station, which will provide music.

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

RECOMMENDATION: That the City Council approve the attached Community Civic Event Application and Agreement submitted by the Family Health Care Network, subject to the stated requirements contained in the Application and Agreement, Exhibit A and Exhibit B.

ATTACHMENTS:

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

Appropriated/Funded:

Review By:

Department Director:

Maria Bemis, Finance Director

Final Approver: John Lollis, City Manager

CM 8/4/19

CITY OF PORTERVILLE

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



(Incomplete applications can delay permit process)

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

DO YOU HAVE? Event Flyer? ☒ E-mail address? ☒ Website? ☒
Application date: 6/21/2019 Event date: 9-15-2019
Event time: 12-6pm
Name of Event: Family Health Care Network 19th Annual Health fair and fiestas Patrias 2019
Sponsoring organization: Family Health Care Net Phone # 559-793-3505
Address: 323. W. Putnam Porterville CA 93257
Authorized representative: Eriselda Lizarraga Phone # 559-356-8545
Address: 323 W putnam Porterville CA 93257
Event chairperson: Guadalupe Chapa Phone # 559-909-1178

Location of event Centennial Park Porterville CA 93257

(Location map must be attached)

Type of event: Free Health fair and family event, informational booth, live music.

Non-profit organization status: BL # 003836

(IRS Determination)

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

Barricades (quantity): 12 Street sweeping Yes ☐ No ☒

Police protection Yes ☐ No ☒ Refuse pickup Yes ☐ No ☐

Other: have extra trash can's

Parks facility application required: Yes ☒ No ☐ Attached ☐

Assembly permit required: Yes ☐ No ☐ Attached ☐

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

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

CITY OF PORTERVILLE

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

What constitutes a Community Civic Event?

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

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

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

ER Authorized Representative Initial

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

ER Authorized Representative Initials

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

ER Authorized Representative Initials

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

ER Authorized Representative Initials

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

ER Authorized Representative Initials

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

Family HealthCare Network	<i>E. Vizcarra</i>	10-21-2019
(Name of Organization)	(Signature)	(Date)

CITY OF PORTERVILLE

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

Name of event: Family HealthCare 19th Annual Health fair & fiestas Patrias 2019

Sponsoring organization: Family HealthCare Network

Location: Centennial Park Event date: 9-15-19 Event time: 12-6pm

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

<u>Vendor name</u>	<u>Address/Telephone</u>	<u>Business License required?</u>	<u>Type of Activity</u>
Park & Leisure	291 Main P.ville		recreation Act
HH&A Tulare Work	1055 Henderson P.ville		cal fresh/ Medical
Health Care Options	1845 N. Dinuba Visalia		Manage Care
Ola Raza	180 N. Main P.ville		Immigration info
Profesys	54 N Main P.ville		employment / Edu
United way	1601 E property Tulare		info 211 / other programs
SVDH	465 N. Putnam P.ville		Edu / Services info
Library	41 W Thurman P.ville		library services
C-Set	312 N. W 3rd Ave Visalia		Energy info / job info

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

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

CITY OF PORTERVILLE

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

Name of event: Family Healthcare 19th Annual Health fair & Fiesta Patnas 2019

Sponsoring organization: Family Healthcare Network

Event date: 9-15-2019 Hours: 12-6pm

ATTACH MAP MARKING AREAS TO BE CLOSED OR USED:

Closed

<u>Street Name</u>	<u>From</u>	<u>To</u>	<u>Activity</u>
Main st Cleveland	Cleveland Second	Thurman Main	Health fair
<u>Sidewalks</u>	<u>From</u>	<u>To</u>	<u>Activity</u>
<u>Parking lots and spaces</u>	<u>Location</u>	<u>Activity</u>	

Requirements for Community Civic Event
Family Health Care Network
19TH Annual Health and Safety Fair and Fiestas Patrias

September 15, 2019

Finance Director:

M. Bemis

City Engineer:

Javier Sanchez

Community Development Manager:

J. Phillips

No comments.

Deputy Public Works Director:

M. Knight

No comments.

Fire Marshal:

M. Sandoval

No comment.

Parks and Leisure Services Director:

D. Moore

Vehicles to remain off the grass. Any electrical outlet planning to be used should be requested a minimum of three days prior to the event.

Police Lieutenant:

R. Standridge

Please see proposed conditions/requirements in Exhibit B.

Administrative Services Director:

P. Hildreth

Please see Exhibit A, page 2.

Requirements for a Community Civic Event

Sponsor: Family Health Care Network
Event: 19th Annual Health Fair and Fiestas Patrias
Event Chairperson: Eriselda Lizarraga
Location: Centennial Park
Date of Event: September 15, 2019

RISK MANAGEMENT: Conditions of Approval

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

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

CITY OF PORTERVILLE/POLICE DEPARTMENT
Community Civic Event Application

**Annual Health Fair/ Fiestas Patrias,
September 15, 2019 / 12:00 pm ¥ 6:00 pm
Centennial Park**

Proposed Conditions/Requirements for event ¥ Downtown Porterville

- City Council approval is required for all street closures.
- On all streets approved for closure, ensure adequate barricades/barriers are used to warn motorists of non-access and prevent vehicle access to those designated areas.
- If event organizers anticipate the need for removal of parked vehicles from public roadways related to the event, the affected public roadways must be posted with appropriate signage no less than 24 hours in advance of the event. Said signs and associated posting must meet minimum requirements as established by the California Vehicle Code. (Recommend event organizers contact Sgt. Carl Jordan of the Porterville Police Department/Traffic Unit in order to ensure that signs meet the requirements as established by law or request additional assistance).
- Food vendors should provide inspection certificates from the Tulare County Health Department to members of the organizing committee, to ensure food product safety.
- An Outside Amplifier Permit has been approved and granted. However, event organizers shall not allow music to be played so loud as to unreasonably disturb the peace and good order of any residents or business establishments in the surrounding area.
- At conclusion of event, event organizers shall ensure streets are promptly cleared of any vehicles, equipment, booths or anything that could present a hazard to pedestrians or vehicles traveling through this area.

Lieutenant Josh Maniss
Porterville Police Department

Exhibit B

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



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

- 1 Name and home address of the applicant: Family HealthCare Network 19th Annual health and fiestas Patrias 323 W. Putnam Porterville CA 93257
- 2 Address where amplification equipment is to be used: Centennial Park Porterville CA 93257
- 3 Names and addresses of all persons who will use or operate the amplification equipment: Radio Lazer 1450 E. Bradsky Ave Tulare CA 93274
- 4 Type of event for which amplification equipment will be used: Family HealthCare Network Health fair and fiestas Patrias 2019.
- 5 Dates and hours of operation of amplification equipment: Sunday September 15, 2019 (12-6pm)
- 6 A general description of the sound amplifying equipment to be used: live music from local bands groups, microphones two speakers.

Section 18-9

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

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

Section 18-14

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

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

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

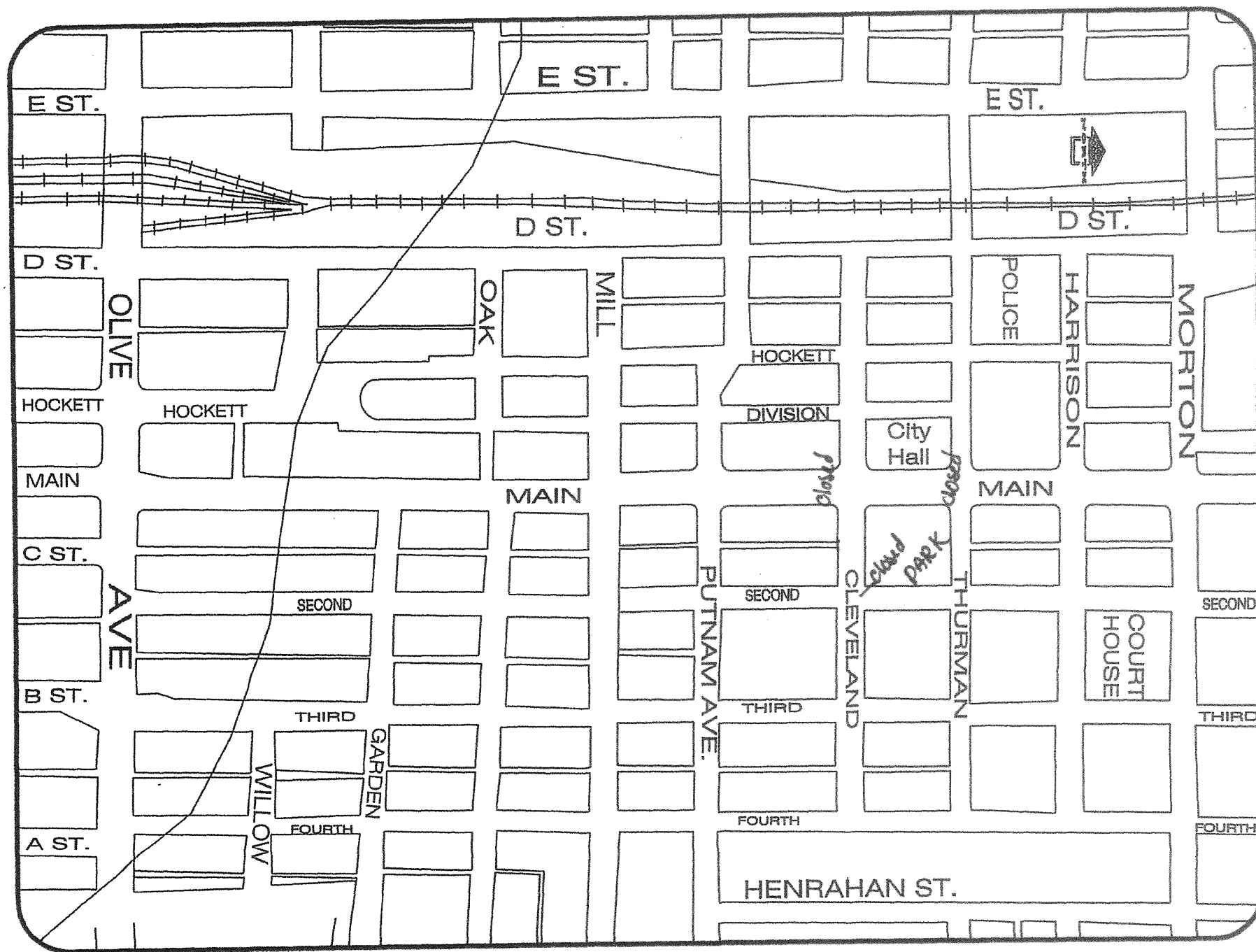
[Signature]
Signature of Applicant

10-21-2019
Date

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

[Signature] # 4121
City of Porterville, Chief of Police/Designee

7-25-19
Date





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/18/2019

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

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

PRODUCER Arthur J. Gallagher & Co. Insurance Brokers of CA, Inc, LIC # 0726293 500 North Santa Fe Visalia CA 93292	CONTACT NAME:	
	PHONE (A/C, No, Ext): 559-635-3590	FAX (A/C, No):
INSURED Family HealthCare Network 305 E. Center Ave. Visalia CA 93291	E-MAIL ADDRESS: Stacy.Flenory@ajg.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Hartford Fire Insurance Company	
	INSURER B: Trumbull Insurance Company	
	INSURER C: Hartford Casualty Insurance Company	
	INSURER D: Star Insurance Company	
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 2115749313**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ EE Benefits GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			51UUNZC4728	3/1/2019	3/1/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			51UUNZC4728	3/1/2019	3/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$10,000			51XHUZC0089	3/1/2019	3/1/2020	EACH OCCURRENCE \$10,000,000 AGGREGATE \$ Aggregate \$10,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	WCMSTR5148248	3/1/2019	3/1/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

Re: 19th Annual Health & Safety Fair, September 15, 2019. The City of Porterville/Successor Agency to the Porterville Redevelopment Agency are named as additional insured as respects to General Liability per form issued by the carrier, subject to policy terms and conditions.

CERTIFICATE HOLDER**CANCELLATION**

City of Porterville, Successor Agency to the Porterville Redevelopment Agency 291 N. Main Street Porterville CA 93258	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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POLICY NUMBER: 51UUNZC4728

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

City of Porterville, Successor Agency to the Porterville Redevelopment Agency
291 N. Main St.
Porterville, CA 93258

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

"Patriotic Celebration"

FAMILY HEALTHCARE NETWORK

a californiahealth⁺center
Your Health. Our Mission.



Porterville

Centennial Plaza Park
296 N Main St.
September 15, 2019
12PM – 4PM

Providing:

- Hemoglobin, Glucose and Blood Pressure Screenings
- Dental Screenings
- Health & Nutrition Information
- Infused Water Samplings
- Learn About Special
- Enrollment in Covered CA.

Other Activities:

- Live Music
- Folkloric Dancers
- Salsa & "Grito" Contest
- Raffles, Children's Activities, Food Vendors, and Much More!

For more information please contact: Eriselda Lizarraga (559) 356-8545
Bring your lawn chairs and join us for the fun!

Event Sponsors:

 Health Net[®]



Anthem.
BlueCross



Entertainment:

- DJ Rob



CITY COUNCIL AGENDA – AUGUST 6, 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 July 16, 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. The State has committed funding for non-profit agencies to continue drought-related activities, which Self-Help Enterprises has continued the household tank program locally, through State 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. Council authorized the agreement with Self-Help Enterprises Inc. to provide the private residential connections at its meeting on July 2, 2019, and construction work has begun on the project.

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

ATTACHMENTS:

1. Resolution 49-2015 - Declaration of Local Emergency
2. City-County Well Agreement
3. Memorandum of Understanding
4. Memorandum of Understanding Draft Amendment
5. SWRCB Letter Dated November 29, 2017
6. DWR Letter Dated January 18, 2018
7. Governor Brown Executive Order

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

RESOLUTION NO. 49-2015

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF PORTERVILLE DECLARING A DROUGHT EMERGENCY
WITHIN THE CITY OF PORTERVILLE

WHEREAS: in response to the ongoing severe drought, the State Water Resources Control Board approved an emergency regulation to ensure water agencies, their customers, and state residents increase water conservation in urban settings or face possible fines or other enforcement; and

WHEREAS: as we enter the fourth year of severe drought, long-term forecasts indicate no relief of the current drought conditions, and suggest a warmer-than-average summer, resulting in increased domestic demand for water; and

WHEREAS: public and private potable water supplies continue to be threatened due to decreasing supplies of groundwater caused by the precipitation deficit and an extended state of groundwater overdraft; and

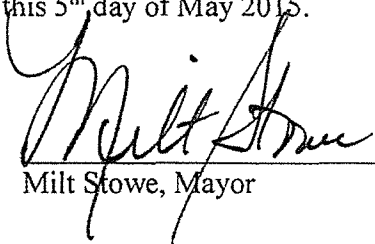
WHEREAS: the long-term ramifications of the current drought will have a significant impact on the city of Porterville and potentially pose a danger to the health and welfare of its residents; and

NOW, THEREFORE, BE IT RESOLVED: that the City Council of the City of Porterville does hereby proclaim that, due to drought conditions, a Local Emergency now exists in the city of Porterville and shall remain in effect for the duration of the emergency; and

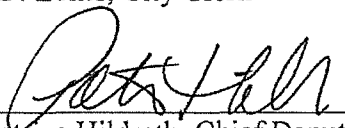
BE IT FURTHER RESOLVED: that the City Council of the City of Porterville requests the Governor and California Department of Water Resources make available California Disaster Assistance Act funding for the State of Local Emergency proclaimed on May 5, 2015, and seek all available forms of Federal assistance, to include a Presidential Declaration of Emergency and Individual Assistance and Public Assistance programs as applicable; and

BE IT FURTHER RESOLVED: that a copy of this resolution be forwarded to the State Director of the Office of Emergency Services.

PASSED, APPROVED, AND ADOPTED this 5th day of May 2015.


Milt Stowe, Mayor

ATTEST:
John D. Lollis, City Clerk


By: Patrice Hildreth, Chief Deputy City Clerk

TULARE COUNTY – CITY OF PORTERVILLE WELL AGREEMENT

THIS AGREEMENT is entered into this day of, May 10, 2016, between the COUNTY OF TULARE, referred to as COUNTY, and the CITY OF PORTERVILLE, referred to as CITY, with reference to the following:

- A. WHEREAS, East Porterville/Doyle Colony area properties within the COUNTY's jurisdiction and within the CITY's Urban Development Boundary are experiencing serious water shortages due to the historical drought conditions. Attached hereto as Exhibit 'A' is a map defining the East Porterville/Doyle Colony and Vandalia areas; and
- B. WHEREAS, CITY and COUNTY have been and are collaborating to jointly develop a new municipal water well; and
- C. WHEREAS, COUNTY shall secure complete funding for a new well to be solely owned, operated and maintained by the CITY for the purpose of providing long-term capacity to enable permanent water connections to properties that comply with CITY'S Annexation and Extension of Municipal Services policy, with certain exceptions for specific properties in excess of the maximum lot size. These procedures are defined by two Resolutions, 74-2014 and 19-2016, which are attached hereto as Exhibit 'B'; and
- D. WHEREAS, the COUNTY owns a parcel at the southeast corner of the Tule River and Olive Avenue (APN 240-120-017), represented in Exhibit 'C', and has drilled a municipal supply well, and will equip said well utilizing CITY standards, after which the COUNTY shall convey the land to CITY at a cost of \$1; and
- E. WHEREAS, CITY operates an existing municipal water system, with limited infrastructure already established in the East Porterville/Doyle Colony and Vandalia areas, and has experience and qualifications necessary to provide such services; and
- F. WHEREAS, CITY and COUNTY mutually agree that a regional, collaborative solution to leverage and expand CITY'S municipal water system into the East Porterville/Doyle Colony and Vandalia areas is the most feasible means to address the area's water needs; and
- G. WHEREAS, CITY is willing to enter into this Agreement with COUNTY upon terms and conditions set forth herein; and
- H. WHEREAS, CITY and COUNTY mutually understand that due to the limited resources of the CITY's municipal water system, all future connections must comply with the CITY's Annexation and Extension of Municipal Services policies, with certain exceptions for specific properties in excess of the maximum lot size, attached hereto and made a part thereof as Exhibit 'B'.

ACCORDINGLY, IT IS AGREED:

- 1. **TERM:** This agreement shall become effective as of the date the agreement is fully executed by both agencies.
- 2. **SERVICES TO BE PERFORMED & PAYMENT FOR SERVICES – EQUIPPING MUNICIPAL WELL FACILITY:** Refer to attached Exhibit 'D'.

TULARE COUNTY AGREEMENT NO. 27596

3. **SERVICE TO BE PERFORMED IN PERPETUITY:** The services described below shall be performed in perpetuity upon completion of all tasks enumerated in Exhibit 'D' and upon COUNTY securing the funds for equipping the well to CITY standards and requirements:
- A. CITY shall provide to STATE and/or COUNTY, upon STATE and COUNTY's request, a maximum of three million (3,000,000) gallons of water per month upon integration of the well provided under this Agreement, for the purposes of meeting emergency water needs in COUNTY's jurisdiction. CITY shall not charge COUNTY or STATE for said water.
 - B. CITY shall utilize water produced by the well provided under this Agreement as source capacity for new service connections and agreements in East Porterville/Doyle Colony and Vandalia areas. CITY agrees to provide source water for up to four hundred twenty-three (423) new connections in the East Porterville/Doyle Colony area subject to the CITY'S Annexation and Extension of Municipal Services policies, with certain exceptions for specific properties in excess of the maximum lot size, and up to 80 new connections in the Vandalia area. The 423 new connections noted above are inclusive of those properties immediately adjacent to an existing water main, estimated at 40 parcels, which can be connected to the City's water system immediately upon execution of this agreement and the Memorandum(a) of Understanding between CITY, COUNTY, and STATE. Upon connection to CITY services, the listed properties will be exempt from payment of CITY water impact fees, but will be subject to standard fees, such as, but not limited to, water service and meter installation, unless otherwise financed by STATE or other funding sources, and associated monthly fees. This section shall not be construed to limit additional connections beyond the above referenced 503 properties provided for herein, where CITY provides consumption documentation that determines additional source capacity is available as a result of the connection of this well to CITY's system.
 - C. CITY expressly agrees to own, operate, maintain, repair and otherwise care for the well provided under this Agreement, in order to maintain it in proper working order and to the highest standard, for the duration of the well's useful life.
 - D. COUNTY shall grant the parcel on which the well is located to the CITY by Grant Deed at a cost of \$1 upon formal acceptance of the project. A 50-foot control zone around the well site is a requirement of the State Water Resources Control Board, Drinking Water Program, therefore establishing the minimum parcel size to be conveyed to the CITY. Existing COUNTY infrastructure may encroach through or conflict with the subject parcel and if so, ownership, maintenance, repair and replacement of these facilities shall transition to the City's responsibility by separate maintenance agreement upon acceptance of the project.
 - E. CITY shall not be entitled to compensation by COUNTY, or any State or Federal agency providing funding for the activities enumerated in Exhibit 'D', for any ongoing costs related to owning, operating, maintaining, repairing, or replacing this well. CITY and COUNTY expressly agree that CITY's ongoing compensation for such ongoing costs shall be the use of the well for CITY's use within its water system, unrestricted except as noted in "A"

above. No part of this paragraph shall be construed to limit or restrict in any way CITY's ability to seek any grant funding or collect rates and fees from users of CITY's water system.

- F. All recipients of water are subject to CITY water policies, such as, but not limited to, water conservation and watering schedules. Connections made as noted in "B" above may be subject to further water conservation thresholds as required by the STATE.

4. This Agreement represents the entire agreement between CITY and COUNTY as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.

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

COUNTY: County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare
Administrative Building
2800 W. Burrel Avenue
Visalia, CA 93291

(Fax No.: (559) 733-6318 / Phone No. (559) 636-5005)

CITY: City Manager
291 N. Main St.
Porterville, CA 93257

(Fax No.: (559) 715-4013/ Phone No. (559) 782-7466)

Notice delivered personally or sent by facsimile transmission is deemed to be received upon receipt. Notice sent by first class mail shall be deemed received on the fourth day after the date of mailing. Either party may change the above address by giving written notice pursuant to this paragraph.

6. This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any uncertainty.
7. Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.
8. This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. This Agreement is entered into and shall be performed in Tulare County, California. CITY waives the removal provisions of California Code of Civil Procedure Section 394.
9. The failure of either party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party or either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.
10. The Recitals and the Exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

11. This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court of other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases the remainder of the Agreement shall continue in full force and effect.
12. Each party agrees to execute any additional documents and to perform any further acts which may be reasonably required to affect the purposes of this Agreement.
13. CITY expressly agrees that it will not discriminate in employment or in the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.
14. Insurance
15. Permit
16. Dispute Resolution: If a dispute arises out of or relating to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties, otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within 30 days, either party may pursue litigation to resolve the dispute.
17. Indemnification: CITY shall hold harmless, defend and indemnify COUNTY, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, including COUNTY property, arising from, or in connection with, the performance by CITY or its agents, officers and employees under this Agreement. This indemnification specifically includes any claims that may be made against COUNTY by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against COUNTY alleging civil rights violations by CITY under Government Code sections 12920 et seq. (California Fair Employment and Housing Act), and any fines or penalties imposed on COUNTY for CITY's failure to provide form DE-542, when applicable. This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

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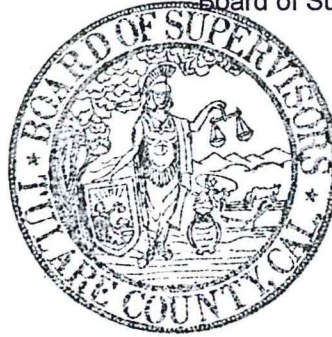
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THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

COUNTY OF TULARE

BY Mike Ennis
Mike Ennis Chairman,
Board of Supervisors



ATTEST: Michael C. Spata,
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By Danisa A. Ybana
Deputy Clerk

Approved as to Form
County Counsel

By M. G. Ennis for LMT
Deputy 20151902

CITY OF PORTERVILLE

BY Milt Stowe
Milt Stowe, Mayor

ATTEST:
City Clerk of the City of Porterville

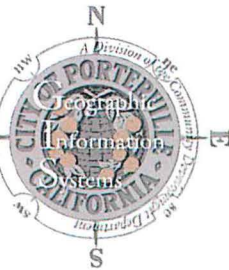
BY J. L. Lolis
John Lolis, City Manager

Approved as to Form

BY [Signature]
City Attorney

EXHIBIT 'A'

East Porterville Project Boundary



Legend

-  East Porterville Project Boundary
 Parcels Within Project Boundary Area (1,776)
 City Limits
 UDB

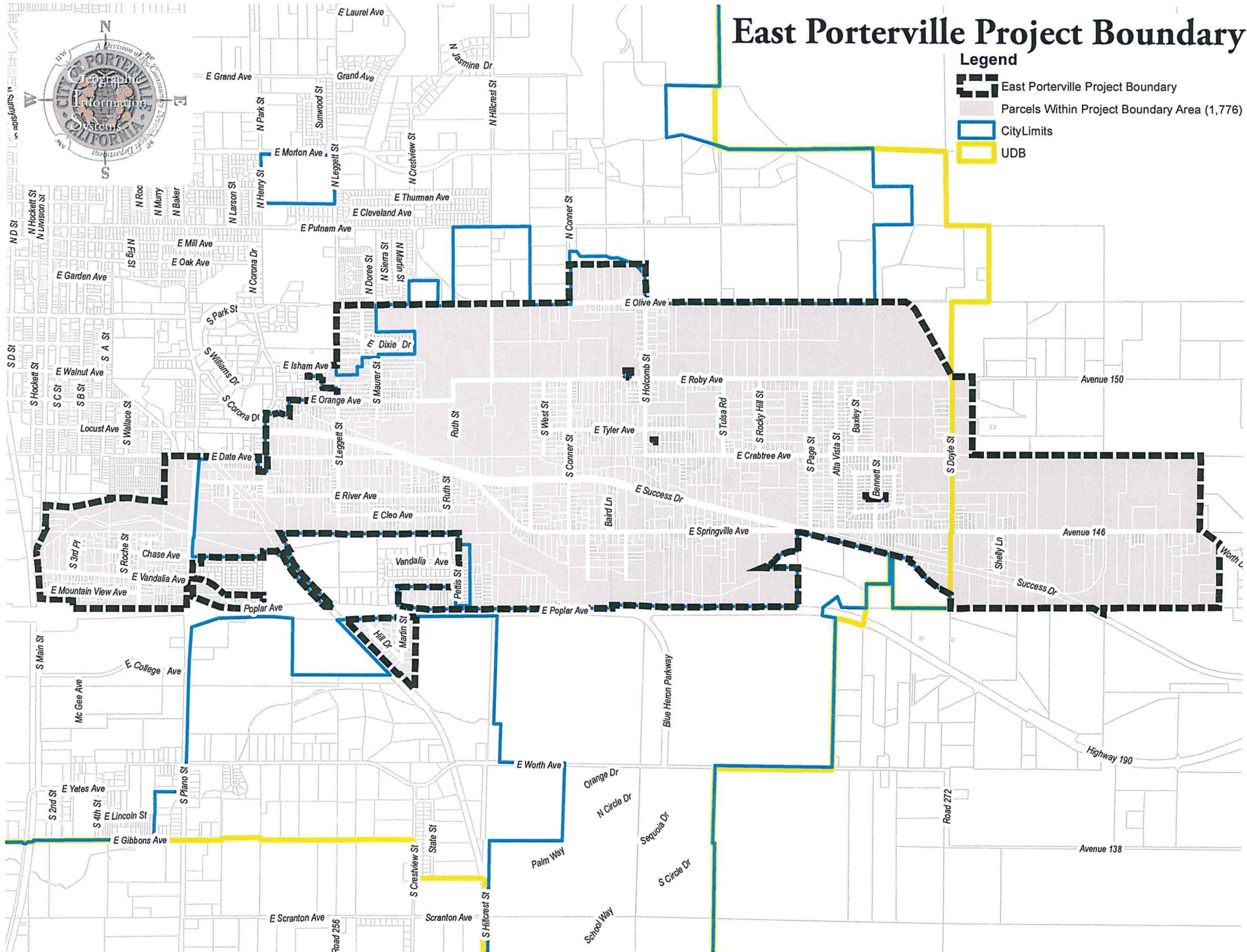


EXHIBIT 'B'

RESOLUTION NO. 74 -2014

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE DEFINING OBJECTIVES AND POLICIES FOR ANNEXATIONS AND MUNICIPAL SERVICES

WHEREAS: The City of Porterville established a policy concerning annexation and provision of municipal services in 1986, noting that “the City, in order to grow for reasons of economies of scale and quality of services must expand its boundaries within reason, generally encourages the owners of properties contiguous to the city of Porterville to annex to said City of Porterville”; and

WHEREAS: Since 1990, the population of the city of Porterville has increased 53% according to the California Department of Finance, and the land area of the city proper has increased by 38% according to City annexation records; and

WHEREAS: The City of Porterville accepts its responsibility to provide municipal services to those residents, businesses, and other land uses within the limits of the city. The City of Porterville has taken the position that the costs of all physical improvements within the city have been paid by property owners, and other taxes derived in the city, and, therefore, these same people should not be required to bear the expense of additional physical improvements needed to serve newly annexed areas.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Porterville does hereby define the following objectives related to annexations and municipal services:

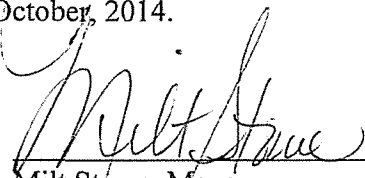
1. To promote orderly development while discouraging urban sprawl, preserving open space and prime agricultural lands, and efficiently extending government services.
2. To honor the City’s fundamental responsibility to provide efficient and sustainable public services to the inhabitants of the city, and where appropriate, to provide those services beyond the limits of the city within the Urban Development Boundary, and only in extreme cases to those properties beyond the Urban Development Boundary within the Urban Area Boundary.
3. To provide for land development and growth in a manner consistent with the General Plan, particularly as it relates to land use and circulation.
4. To consider an application upon its own merits, and identify what benefits would accrue to the City as an agency and service provider, to the residents of the city of Porterville, and to the applicant.
5. To identify the problems involved in any proposal considered for annexation or request for extra-territorial services and resolve them in the manner most beneficial to the properties within the city of Porterville.
6. To develop factual information to permit informed discussion between City representatives and property owners/residents of unincorporated territories.

BE IT FURTHER RESOLVED, that the City Council of the City of Porterville does hereby establish the following policies for consideration of annexations and municipal services:

1. It shall be the policy of the City of Porterville to consider annexation proposals only within the Urban Development Boundary, which is defined as the City of Porterville Annexation Boundary, as adopted by Tulare County Local Area Formation Commission (LAFCo).

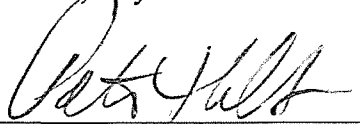
2. It shall be the policy of the City of Porterville to consider extra-territorial service requests primarily within the Urban Development Boundary, which is defined as the City of Porterville Annexation Boundary, as adopted by Tulare County LAFCo.
3. It shall be the policy of the City of Porterville, only where necessary in order to respond to an existing or impending threat to public health or safety of affected residents, to consider extra-territorial service requests within the Urban Area Boundary, as adopted by City Council and identified on the City of Porterville Zoning Map.
4. It shall be the policy of the City of Porterville to consider annexation proposals and extra-territorial service requests in a manner consistent with the policies and regulations adopted by the Tulare County LAFCo and the State of California, as applicable.
5. It shall be the policy of the City of Porterville to discourage single-family one (1) lot annexation proposals that may have an adverse fiscal impact on the City of Porterville.
6. It shall be the policy of the City Council that territory shall not be annexed to the city of Porterville, which as a result of such annexation, unincorporated territory is completely surrounded, or substantially surrounded by the city of Porterville.
7. It shall be the policy of the City of Porterville that annexation proposals shall be in conformance with the Cortese-Knox-Hertzberg Act of 2000, as amended.
8. It shall be the policy of the City Council to consider each petition/consent for annexation upon its relationship to what economic benefits will accrue to the City of Porterville, and to the area residents/property owners.
9. It shall be the policy of the City Council that the costs of all physical improvements will be borne by the property owners/resident or developer.
10. It shall be the policy of the City of Porterville to maintain the viability of agricultural productivity; i.e. protecting and conserving as much agricultural land as possible in the area surrounding the Porterville community.
11. It shall be the policy of the City of Porterville that the applicant for annexation present proposals to the Project Review Committee and explain the particulars of the area under consideration for possible annexation, including a plan for services.
12. It shall be the policy of the City of Porterville to consider any requests for annexation or extra-territorial services in a manner consistent with the procedures adopted by resolution of the City Council.

PASSED, APPROVED AND ADOPTED this 21st day of October, 2014.


Milt Stowe, Mayor

ATTEST:

John D. Lollis, City Clerk

By: 
Patrice Hildreth, Chief Deputy City Clerk

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

I, JOHN D. LOLLIS, the duly appointed City Clerk of the City of Porterville do hereby certify and declare that the foregoing is a full, true and correct copy of the resolution passed and adopted by the Council of the City of Porterville at regular meeting of the Porterville City Council duly called and held on the 21st day of October, 2014.

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

Council:	REYES	WARD	STOWE	HAMILTON	GURROLA
AYES:	X		X	X	X
NOES:		X			
ABSTAIN:					
ABSENT:					

JOHN D. LOLLIS, City Clerk


By: Luisa M. Zavala, Deputy City Clerk

RESOLUTION 19-2016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
ESTABLISHING PROCEDURES FOR ANNEXATIONS AND EXTENSION OF
MUNICIPAL SERVICES

WHEREAS: On October 21, 2014, the City Council of the City of Porterville adopted two resolutions that defined objectives and policies, and established procedures for annexations and municipal services, respectively; and

WHEREAS: The on-going, severe drought of the past few years has created a situation where hundreds of parcels in the East Porterville area are experiencing dry wells, or wells of substandard water quality. State and regional agencies have come together with the City to identify and develop a long-term solution to this crisis, which will involve a significant infrastructure project to allow extension of municipal water services to the area. Not all parcels within the subject area meet the mandatory findings for extra-territorial service agreements as identified in the City's current procedures.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Porterville does hereby amend existing procedures to submit application for municipal services, and to have said application(s) processed as outlined in Exhibit "A", attached. The exemption identified for the East Porterville Feasibility Study Project Area will apply to the area represented in Exhibit "B".

PASSED, APPROVED AND ADOPTED this 19th day of April, 2016.



Milt Stowe, Mayor

ATTEST:

John D. Lollis, City Clerk

BY 

Luisa Zavala, Deputy City Clerk

All properties requesting annexation or extraterritorial services are subject to the procedures established below unless otherwise stated. Compliance with City of Porterville procedures does not guarantee approval by LAFCo of annexations or extra-territorial service agreements. Upon request for an annexation or extraterritorial services request, staff will evaluate whether the applicant's property is within the City's Urban Development Boundary or Urban Area Boundary and explain the process.

ANNEXATION APPLICATION PROCEDURE

1. A complete annexation application packet includes: fees, an Irrevocable Agreement to Annex, information as needed to define a deed restriction specific to land use and zoning, Application for Annexation, and other materials as required with those applications respectively.
2. On receipt of an application as outlined above, all materials will be considered by the Project Review Committee, who will coordinate in a pre-consultation process with LAFCO staff and the County Public Works Department for review and recommendation.
3. During review by the Project Review Committee of the necessary application and data, staff will prepare a report and findings on all aspects of the proposed action(s).
4. An environmental document will be prepared pursuant to the California Environmental Quality Act (CEQA), reviewing the potential environmental effect of the proposed activities. The Zoning Administrator will make an initial determination of the level of environmental review required.
5. After proper noticing, a public hearing will be held for the City Council to hear comments related to the project at a regularly scheduled meeting. The Council will authorize staff to initiate the application with LAFCo. Documents will be filed in accordance with the Cortese-Knox-Hertzberg Act of 2000, as amended, and submitted to the Local Agency Formation Commission for its review, recommendation and action.
6. On consummation by the City Council, the City Clerk shall submit the necessary materials to the State Board of Equalization with the appropriate acreage fees, which are paid by the Applicant.
7. In the event the annexation fails, either by dissenting votes of the City Council or at hearing at LAFCo, the City Council may approve an extraterritorial service agreement within the Urban Development Boundary, subject to conditions identified in the deed restriction.

ANNEXATION EXEMPTION PROCEDURE

Where a certain property meets all of the following criteria, they may proceed with an Extraterritorial Service Agreement for water or storm-water drainage without first attempting annexation, subject to the conditions of Extraterritorial Service Agreements as defined below.

1. Previously developed single family residences on parcels 24,999 square feet or smaller, OR a school developed by a State funded school district.
2. The parcel requesting services must be immediately adjacent to a municipal main providing the requested service, or the property owner shall provide for the extension of the main line to City standards at their expense.

EXTRATERRITORIAL SERVICES APPLICATION PROCEDURE

Extraterritorial Service connections may be made subject to the following conditions. Note specific parameters and the required findings for connections in the Urban Development Boundary and the Urban Area Boundary.

1. Application: A complete extraterritorial services application packet includes: fees, an Irrevocable Agreement to Annex, information as needed to define a deed restriction specific to land use and zoning, and other materials as required with those applications respectively.
2. General Plan Consistency:
 - a. Proposed Uses and Improvements: Service connections are to be withheld from proposed uses and improvements that would not be consistent with the adopted Land Use Element of the Porterville Area General Plan and the City of Porterville General Plan.
 - b. Existing Uses and Improvements: Service connections to existing uses and improvements which are not consistent with the adopted Land Use Element of the Porterville Area General Plan and the City of Porterville General Plan shall be considered at the discretion of the City Council, and may be subject to other restrictions.
3. Agreements and covenants:
 - a. A deed restriction specific to land use and zoning must be approved by the property owner and the City Council, and recorded with the County of Tulare upon the property, at the applicant's cost.
 - b. An irrevocable agreement to annex must be signed by the property owner and recorded with the County of Tulare upon the property, at the applicant's cost.
4. Time limitations: The City Manager or his designee, or the City Council may condition the approval of applications for service connections by establishing a time frame within which connections must be made to avoid re-application.
5. Improvement Plans: Applications for service connections, which necessitate the extension of one or more municipal facilities to property in order to make such connections, shall be conditioned by the City Manager or his designee, or the City Council to require that Construction Drawings of the intended public improvements be submitted to the City Engineer for plan check and approval. Costs incurred for the preparation of improvement plans, and certain off-site construction and/or installation costs related to extending facilities, shall be the responsibility of the applicant.
6. Fees: Prior to the issuance of a Connection Permit, payment must be made to the City of Porterville of all fees pertinent to the respective service connection, or connections, approved by the City Manager or his designee, or the City Council.

Within the Urban Development Boundary:

For connection of water or storm-water facilities, the requesting party must fully fund the extension of infrastructure if it does not already exist in order to connect. The City of Porterville Wastewater Facility is a regional facility and as such, an extraterritorial service request cannot be denied; however, the requesting party must fund a fair share of the extension of infrastructure if it does not already exist in order to connect. Contract services for police, fire, or building inspection services shall be approved by resolution of the City Council.

For connection of water or storm-water facilities, the following findings must be made in order for the Council approve an extraterritorial service connection:

- That the subject property is a previously developed single family residence on a parcel 24,999 square feet or smaller, OR a school developed by a State funded school district.
- That failure to connect to municipal services would result in a threat to public health or safety of affected residents.
- That connection of the subject property would not result in a negative impact to the City of Porterville water and/or storm-water system.
- That the subject property is not within an island as defined by Tulare LAFCo.
- That an attempt to annex the subject site is not realistic given current city limit boundaries. Specifically, the parcel is too far removed from the city limit, and/or the number and valuation of adjacent parcels would result in a failed annexation effort.

Within the Urban Area Boundary:

For connection of water or storm-water facilities, the requesting party must fully fund the extension of infrastructure if it does not already exist in order to connect. The City of Porterville Wastewater Facility is a regional facility and as such, an extraterritorial service request cannot be denied; however, the requesting party must fund a fair share of the extension of infrastructure if it does not already exist in order to connect. Contract services for police, fire, or building inspection services shall be approved by resolution of the City Council.

For connection of water or storm-water facilities, the following findings must be made in order for the Council approve an extraterritorial service connection:

- That the subject property is a previously developed single family residence on a parcel 24,999 square feet or smaller, OR a school developed by a State funded school district.
- That failure to connect to municipal services would result in a threat to public health or safety of affected residents.
- That connection of the subject property would not result in a negative impact to the City of Porterville water and/or storm-water system.

EXEMPTIONS AND EXCEPTIONS

1. PVPUD: Connections to Porterville Regional Sewage Treatment Facilities serving uses and improvements to property within the boundaries and jurisdiction of the Porter Vista Public Utility District (PVPUD) are exempted from application to the City of Porterville. Interested parties should contact the PVPUD for information on connection requirements and fees pertaining

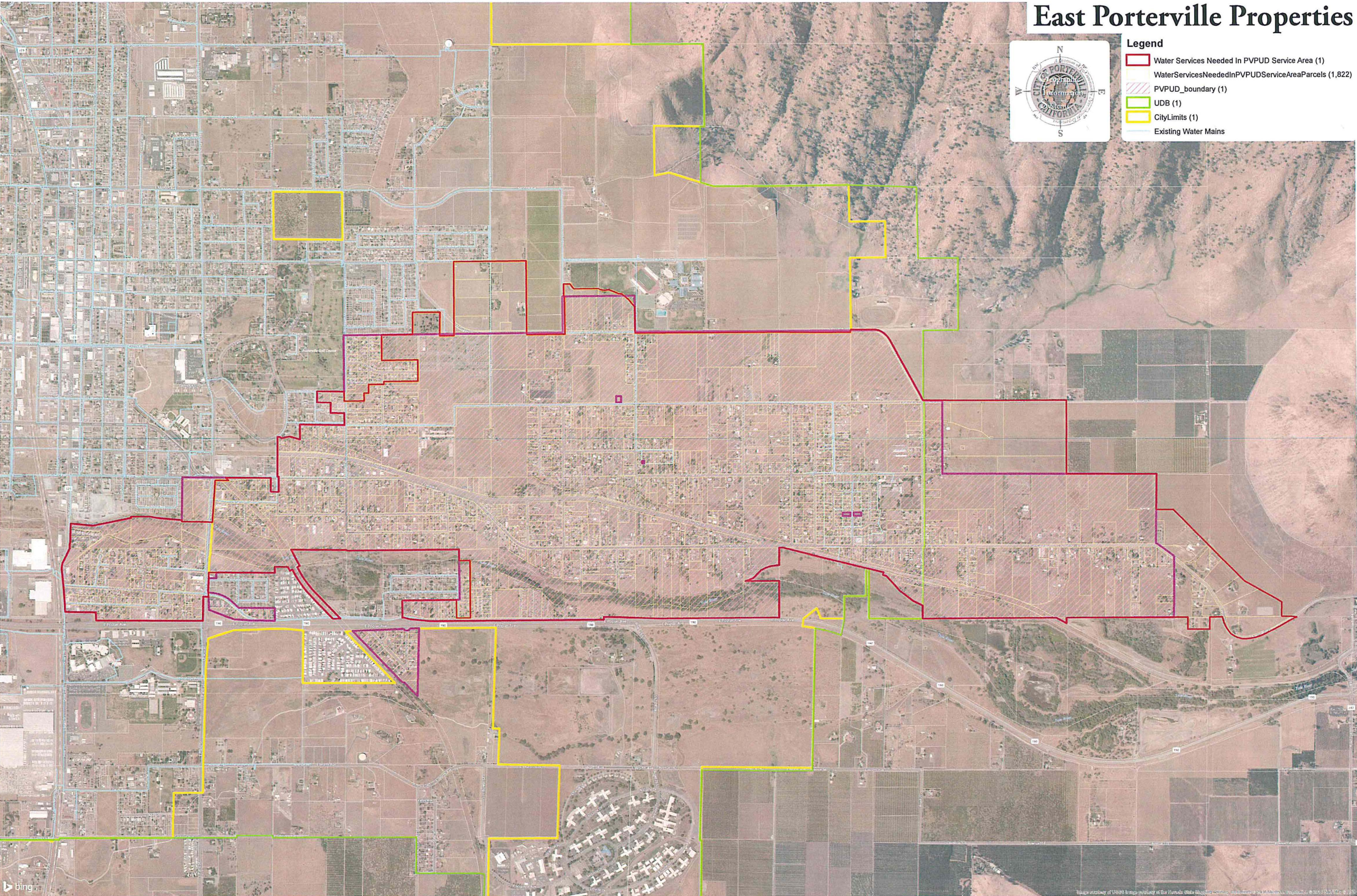
to sewer services. This exemption does not apply to requests for connection to Municipal Water and/or Master Storm Drain Facilities.

2. PRIOR APPROVALS: Porterville City Council approval of requests for connection to Regional Sewage Treatment, Municipal Water and/or Master Storm Drain Facilities as authorized prior to the adoption and effective date of the respective policies set forth herein shall remain valid and in force according to the terms and conditions initially specified at the time of approval, and re-application will not be required.

3. PROPERTIES WITHIN THE EAST PORTERVILLE FEASIBILITY STUDY PROJECT AREA: The California State Water Resources Control Board, in coordination with the Department of Water Resources Drought Task Force, is charged with preparing a feasibility study to define a long-term solution to the water related issues in East Porterville. Properties within that boundary would be permitted to apply for connection, whether in association with DWR, SWRCB, or at a later date, on their own. Such connections would be subject to the mandatory findings as outlined in this procedure, with the following exceptions:

- Rather than require that the subject property be a developed single-family residence on a parcel 24,999 square feet or smaller, neither the land use nor the parcel size would be restricted neither the land use nor the parcel size would be restricted for legal and legal non-conforming structures and land uses existing as of April 29, 2016.
- Further, properties within certain islands in the EPFS Project Area would not be required to annex prior to connection. This exception does not limit the City of Porterville's authority to pursue annexation in the future, but rather waives the requirement that annexation must be approved prior to connection.

East Porterville Properties



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

I, JOHN D. LOLLIS, the duly appointed City Clerk of the City of Porterville do hereby certify and declare that the foregoing is a full, true and correct copy of the resolution passed and adopted by the Council of the City of Porterville at regular meeting of the Porterville City Council duly called and held on the 19th day of April, 2016.

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

Council:	REYES	WARD	STOWE	HAMILTON	GURROLA
AYES:	X	X	X	X	
NOES:					
ABSTAIN:					
ABSENT:					X

JOHN D. LOLLIS, City Clerk

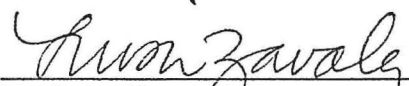

By: Luisa Zavala, Deputy City Clerk

EXHIBIT 'C'



EXHIBIT 'D'

Scope of Work

Task	Description	Cost
1.2	Prepare Well Drilling Plans, Specifications, and Estimates	\$468.00
3.2	Prepare Well Equipping Plans, Specifications, and Estimates	\$1,526.00
5	Ph. 1 Preconstruction Meeting	\$1,357.43
Total:		\$3,351.43

Consulting Engineering work will be reimbursed directly to Dee Jaspar & Associates under Tulare County Agreement No. 1276, including the following

Tasks:

Task 4.1	Project Evaluations and Field Surveying	\$58,326.00
Task 4.2	Prepare Well Equipping Plans, Specifications, and Estimates	\$30,000.00
Task 4.3	Prepare and Assist with SCE Application & Telephone Service	\$5,000.00
Task 4.4	SCE Costs	\$15,000.00
Total:		\$108,326.00

Discussion Draft

Subject to Additional Review and Modification by the Parties

Porterville MOU
Draft 2
June 15, 2016
PortervilleEmergencyMOU061516



Memorandum of Understanding (MOU)

Regarding the Provisions of Emergency Water Supplies to East Porterville

by the California Department of Water Resources (DWR), California Office of Emergency

Service (OES), the State Water Resources Control Board (SWRCB),

the County of Tulare (County), and City of Porterville (Porterville),

which are collectively known as the “Parties”

Recitals

Whereas, some residents living in an unincorporated area of Tulare County, commonly known as “East Porterville,” have experienced loss of adequate water supply to their homes and properties as a result of severe drought conditions, which has caused significant hardship for the residents;

Whereas, Governor Edmund G. Brown Junior has directed all State agencies to assist these residents who are in need of water supplies with emergency and long-term assistance;

Whereas, Governor Edmund G. Brown Junior signed Assembly Bill 685 in 2012, adding Water Code section 106.3, which recognizes that every human being has the right to safe, clean, affordable, and accessible water adequate for human consumption, cooking, and sanitary purposes, and which requires all relevant state agencies to consider this right when revising, adopting, or establishing pertinent policies, regulations, and grant criteria;

Whereas, the Parties have provided emergency water supplies to some residents of East Porterville that are without an adequate household water supply;

Whereas, the Parties to this MOU seek an emergency and long-term solution to the lack of adequate household water supply by developing and providing continuous water supplies to these residents;

Whereas, East Porterville is located east and adjacent to Porterville, which has an existing municipal water system that serves residents within the incorporated area of Porterville;

Whereas, some of the residents of East Porterville without an adequate household water supply could be connected to Porterville's municipal water system provided certain arrangements and projects are carried out by the Parties;

Whereas, Vandalia is a neighborhood located within Porterville, and some Vandalia residents lack adequate household water supply and these households could be connected to Porterville's municipal water system;

Whereas, the Parties have met and have discussed alternative plans and projects that would provide an emergency water supply from Porterville to some residents of East Porterville and Vandalia in an expeditious manner;

Whereas, to advance these projects, DWR has provided funding, as reflected in the agreement between DWR and Tulare attached as Exhibit 1, for a municipal well designated as "Well C1" located in Tulare County that ultimately could be used to supply water to these residents of East Porterville;

Whereas, the SWRCB has also provided funding for Well C1, as reflected in the agreement between the SWRCB and the County attached as Exhibit 2;

Whereas, the County and Porterville intend to execute an agreement, a draft of which is attached as Exhibit 3, that will connect Well C1 to Porterville's municipal water system and that will provide for an adequate household water supply for some residents of East Porterville; and

Whereas, the Parties have reached an understanding on how best to implement the project alternative that will provide an adequate household water supply to some residents of East Porterville and Vandalia, and alleviate the hardships in an expeditious, cost-effective manner.

Understanding

A. Description of Emergency Project and Long-Term Plan

1. The purpose of this MOU is to set forth in writing the intentions of the Parties of how best to move forward with plans to complete an emergency water supply project (Project) to some residents in the East Porterville and Vandalia areas, which are represented in Exhibit 4. (Map showing East Porterville and Porterville). The goal of the Project is to provide an adequate household water supply to some of the residents and properties in these areas that do not have one presently, and to end the need of the Parties to provide temporary water supplies to those residents through tanks and bottles.

2. The Parties intend to develop the Project in two phases. Phase 1 will make municipal water connections to the properties in East Porterville that have dry wells and are adjacent to Porterville's existing municipal water distribution system. It is estimated that this phase will serve 40 properties with dry wells that are currently receiving temporary household water supplies.

3. The Parties intend that Phase 2 of the Project will provide municipal water supply to approximately 500 properties in East Porterville and in Vandalia that have dry wells or otherwise lack an adequate source of water and have not been connected by Phase 1. In order to complete Phase 2, the residents of these properties will likewise need to connect to Porterville's municipal water system.

4. As soon as possible, Porterville and DWR will undertake Phase 1 of the Project and connect the properties in East Porterville that are adjacent to Porterville's existing municipal water distribution system. These connections will be accomplished as described in Water Installation Diagram attached as Exhibit 5 and based on the cost estimate, which is attached as Exhibit 6. In order to make these connections, a property owner desiring to receive public water supply will need to execute the Extraterritorial Service Agreement, a sample of which is attached as Exhibit 7, and the SWRCB's Water Connection Agreement, a sample of which is attached as Exhibit 8. Necessary signatures and agreements with property owners will be sought through SWRCB's outreach carried out with the assistance of all Parties to this MOU.

5. The Parties intend that Well C1 will be used to provide the emergency water supply in Phase 2 to about 500 properties without adequate household water supplies. The Parties presently understand that there are about 423 properties in East Porterville and approximately 80 properties in Vandalia where connections may be needed to provide emergency water supplies.

6. The Parties have created a Technical Workgroup consisting of engineers and planners, which work cooperatively on the technical issues described in this MOU. Based on recommendations of the Technical Workgroup, the Parties intend to provide the emergency water supply contemplated by this MOU.

7. The Parties intend to develop a Long-Term Water System Plan (Long-Term Plan) for the East Porterville area, which will serve other residents in the area besides those served by the Project. The Parties intend that the Project will be designed consistent with the Long-Term Plan to ensure that all water facilities constructed as part of the Project will be incorporated into the facilities ultimately developed through the Long-Term Plan. The first work product produced by the Technical Workgroup will be a Feasibility Study for the Long-Term Plan. The outline of the Feasibility Study is attached as Exhibit 9.

8. The Parties intend to use best efforts to complete both phases of the Project by December 31, 2016. The completion date of the Long-Term Plan is dependent on the completion of the Feasibility Study carried out by Technical Workgroup and on Porterville and/or the County applying for and securing sufficient funding from the SWRCB or from other sources. The Parties desire to complete the Long-Term Plan as expeditiously as possible.

B. Project Contributions of the Parties

9. Working in cooperation with the other Parties and the Technical Workgroup, DWR will prepare all environmental compliance for the Project, and design and construct the Project, both Phases 1 and 2. DWR will provide funding for Phases 1 and 2 of the Project through Emergency Drought Funding. DWR intends to serve as California Environmental Quality Act (CEQA) lead agency for the Long-Term Plan and will prepare any necessary CEQA documentation and any other necessary environmental review documents, unless the Feasibility Study recommends another lead agency.

10. SWRCB will provide the community outreach to assist in obtaining necessary property owner acceptance before proceeding with Project. SWRCB will also work with Porterville and/or County to secure funding of the Long-Term Plan. SWRCB will provide certain reviews and approvals for the permitting of the Project and the Long-Term Plan.

11. OES will coordinate all of the State's efforts under the Governor's Drought Task Force in the Project area and will be provided at no cost by Porterville up to 3,000,000 gallons of emergency water per month as needed as a result of this MOU and the agreement that Porterville and the County are in the process of considering for execution, a draft of which is attached as Exhibit 3, with regard to the Well C1.

12. Porterville will provide the needed water service to the residents of East Porterville without an adequate household water supply after they are connected to Porterville's municipal water system as described in the Project. The water service will be accomplished per the Extraterritorial Service Agreement, which requires that property owners served pay the monthly water bill. DWR is funding the residents' connection to the Project, and as a result, some of the normal connection fees will be waived provided that connection is made during Phase 1 or Phase 2. Porterville will install the water meters for each connection, which will be paid for by DWR.

13. The County intends to execute an agreement with Porterville that is consistent with this MOU and Exhibit 3, which will allow Well C1 to serve as a water supply for the Project. The County will inspect the work of the Project and the property connections at no cost to the residents.

14. The Parties to the MOU will cause the removal of all temporary water tanks from the properties upon completion of the Project and the appurtenances necessary for the receipt of municipal water service. The work for removing the water tanks will be carried out by the County under an agreement between the County and OES.

C. General Provisions

15. The Parties intend to use their best efforts to carry out this MOU. This MOU is not a binding agreement, and is not intended to create contractual rights and remedies among the Parties. However, the Parties have entered into and intend to enter into certain binding agreements in the future necessary to develop and complete the Project and the Long-Term Plan.

16. This MOU will become effective upon the signature of the all Parties. The MOU will terminate on December 31, 2016, unless extended by all of the Parties in writing.

[Signatures on following page]

This MOU has been executed by:

California Department of Water Resources

State Water Resources Control Board

California Office of Emergency Services

County of Tulare

City of Porterville

List of Exhibits

1. DWR and Tulare County Executed Well C1 Agreement
2. SWRCB and County Executed Well C1 Agreement (Water Board Grant #D-15-11-902)
3. ~~County and~~County and Porterville Draft Well Agreement
4. Map of East Porterville
5. Household Water Service Installation Diagram
6. Household Water Service Cost Estimate
7. Sample Extraterritorial Service Agreement
8. Sample SWRCB Water Connection Agreement
9. Draft Emergency Project Feasibility Study



Amendment No. 1

To the East Porterville Water Supply Project

Memorandum of Understanding (MOU)

Regarding the Provisions of Emergency Water Supplies to East Porterville
by the California Department of Water Resources (DWR), California Office of
Emergency Service (OES), the State Water Resources Control Board (SWRCB),
the County of Tulare (County), and City of Porterville (Porterville),
which are collectively known as the "Parties"

This Amendment No.1 to the MOU is made this 7th day of November, 2016. As described below, this Amendment No.1 recognizes the MOU is still in effect, modifies certain sections of this MOU, and adds new sections to the MOU.

Recitals

Whereas, some residents living in an unincorporated area of Tulare County, commonly known as "East Porterville," have experienced loss of adequate water supply to their homes and properties as a result of severe drought conditions, which has caused significant hardship for the residents;

Whereas, Governor Edmund G. Brown Junior has directed all State agencies to assist these residents who are in need of water supplies with emergency and long-term assistance;

Whereas, the Parties to this MOU seek an emergency and long-term solution to the lack of adequate household water supply by developing and providing continuous water supplies to these residents;

Whereas, to advance these projects, DWR and the SWRCB have provided funding, as reflected in Exhibits 1 and 2, for a municipal well designated as "Well C1" located in Tulare County that ultimately could be used to supply water to these residents of East Porterville;

Whereas, the Parties have reached an understanding on how best to implement the project alternative that will provide an adequate household water supply to some residents of East Porterville and Vandalia, and alleviate the hardships in an expeditious, cost-effective manner:

Whereas, the purpose of this amendment is to clarify some sections of the MOU and to add several new sections.

NOW THEREFORE, IT IS MUTUALLY AGREED that the following changes are hereby made to the MOU:

1. Section A (2) is amended to read as follows:

The Parties intend to develop the Project in two phases. Phase 1 will make municipal water connections to the properties in East Porterville and Vandalia that have dry wells and/or water tanks. It is estimated that this phase will serve approximately 300 properties.

2. Section A (3) is amended to read as follows:

The Parties intend that Phase 2 of the Project will provide municipal water supply to approximately 800 properties in East Porterville by connecting them to the City of Porterville's water system. The total number of homes eligible for this Project is approximately 1,100.

3. Section A (5) is amended to read as follows:

The Parties intend that Well C1 will be used to provide the initial water supply. The Parties acknowledge the delay in Well C1 completion. To mitigate the effects of this on the residents of East Porterville, the City of Porterville will allow connections of homes as they become prepared for connection. These early connections will be beyond the initial 70 connections (previously 40 connections) agreed to, given the availability of capacity during the winter months. However, these additional connections to the City's water system will cease on March 1, 2017, if Well C1's connection to the City's water system is not completed by then.

4. Sections A (7) b-f shall be added and made part of this MOU:

7 (a). The Parties intend to develop a Long-Term Water System Plan (Long-Term Plan) for the East Porterville area, which will serve other residents in the area besides those served by the Project. The Parties intend that the Project will be designed consistent with the Long-Term Plan to ensure that all water facilities constructed as part of the Project will be incorporated into the facilities ultimately developed through the Long-Term Plan. The first work product produced by the Technical Workgroup will be a Feasibility Study for the Long-Term Plan. The outline of the Feasibility Study is attached as Exhibit 9.

(b). The East Porterville Water Supply Project Hydraulic Analysis Report ("Hydraulic Analysis Report," which is attached as Exhibit 10) determined that the water supply capacity required to serve all eligible residents of East Porterville is 1,435 gallons per minute (gpm). This capacity shall be based on the sustainable yield of the wells which is defined as 75 percent of the initial design capacity. Since Well C1 has a sustainable yield of 600 gpm, the Parties agree that the State will fund the construction and equipping of additional wells to provide the 835 gpm shortfall.

(c). Based on the Hydraulic Analysis, a 700,000 gallon water storage tank is required to serve the residents of East Porterville. However, based on Porterville's master plan recommendations, a 1.2 million-gallon storage tank is required for the City's buildout. The Parties therefore intend to construct a 1.2 million-gallon storage tank with cost sharing between the State and the City. The State will fund the cost of a 700,000 gallon tank required for the Project and the City of Porterville will fund the cost of the additional 500,000 gallons of storage required for the City's future use as contained in its master plan. The cost-sharing shall be proportional to the tank capacity being funded.

(d). The Parties intend to upgrade the existing Henderson-Plano Booster Pump Station and the Granite Hills Intertie which would facilitate water supply to the East Pressure Zone which serves East Porterville. The State will fund the construction of one booster pump rated at 2,100

gpm along with a variable frequency drive and the Granite Hills Intertie. The City will fund the replacement of its two existing pumps along with associated variable frequency drives as part of Phase 2 of the Project. These two pumps are more than 30-years old and their replacement will enable the City's water system to operate more efficiently and in a cost-saving manner.

(e). The Parties further agree that a booster pump station of capacity 1,670 gpm is required to convey water from the West Pressure Zone, where the new wells will be located, to the Central Pressure Zone for onward conveyance to East Porterville. The State will fund the construction of this booster pump station.

(f). Given that Well C1 has an estimated sustainable yield of 600 gpm, as well as a unit demand of 0.833 gpm per home connection based on the Hydraulic Analysis , Well C1 could effectively serve up to 720 households . The Parties agree that home connections for Phase 2 of the Project can begin as soon as Well C1 is connected to the City's water system, and the Henderson-Plano Booster Pump Station upgrade and the Granite Hills Intertie are completed. These home connections shall cease when the capacity of Well C1 is exceeded. Thereafter, additional home connections will be made after the construction of additional wells or if City staff determines that the water system can support additional home connections.

5. Section (C) 16 is amended to read as follows:

16. This MOU will become effective upon the signature of the all Parties. The MOU will terminate on June 30, 2018, unless extended by all Parties in writing.

6. The list of the Exhibits at the end of MOU is amended to read as follows:

1. DWR and Tulare County Executed Well C1 Agreement
2. SWRCB and County Executed Well C1 Agreement (Water Board Grant #D-15-11-902)
3. County and Porterville Draft Well Agreement
4. Map of East Porterville
5. Household Water Service Installation Diagram
6. Household Water Service Cost Estimate
7. Sample Extraterritorial Service Agreement
8. Sample SWRCB Water Connection Agreement
9. Draft Feasibility Study for the Long-Term Plan
10. East Porterville Water Supply Project Hydraulic Analysis Report

This MOU has been executed by:

California Department of Water Resources

State Water Resources Control Board

California Office of Emergency Services

City of Porterville

County of Tulare



EDMUND G. BROWN JR.
GOVERNOR



MATTHEW RODRIGUEZ
SECRETARY FOR
ENVIRONMENTAL PROTECTION

State Water Resources Control Board

NOV 29 2017

The Honorable Milt Stowe
Mayor of City of Porterville
291 North Main Street
Porterville, CA 93257

RECEIVED

DEC 04

CITY OF PORTERVILLE
CITY MANAGER

Dear Mayor Stowe:

The Department of Water Resources and the State Water Resources Control Board are requesting an increase to the number of household connections from 720 to 800 to the City of Porterville (City) water system, prior to the completion of the East Porterville Emergency Water Supply Project – Phase 2 (Project). The construction of all facilities is estimated to be completed by June 2019.

According to Section A(7)(f) of Amendment No. 1 to the Project's Memorandum of Understanding (MOU), the estimated sustainable yield of Well C1 is 600 gallons per minute (gpm) and therefore will serve up to 720 households. Our current projections show that approximately 800 households will need to be connected by the end of 2017.

Our current plans are to drill two additional wells which would add more than 835 gpm of sustainable yield to the City's water supply, pending land acquisition by the City. Further, our calculations indicate that Well C1 is currently capable of producing 800 gpm in the interim, which can support a total of 960 households in the short term. It is our hope that the City will complete acquisition of the properties needed to drill the two additional wells in a timely manner to ensure that the City's water supply does not become stressed.

We look forward to hearing favorably from you and thank you for your continued support in providing safe drinking water to the residents of East Porterville.

Sincerely,


James Maughan, Assistant Deputy Director
Division of Financial Assistance

cc: See next page

DEPARTMENT OF WATER RESOURCES

SOUTH CENTRAL REGION OFFICE
3374 EAST SHIELDS AVENUE, ROOM 3
FRESNO, CA 93726-6913



January 18, 2018

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

RECEIVED

JAN 22 2018

City of Porterville
Public Works Dept

Approval of Funding from Local Assistance Funds to the City of Porterville for the
County Areas Water Supply Project

Dear Mr. Reed:

Your request for funds to accomplish the city of Porterville's scope of work to connect drought-impacted households in seven Tulare County areas bounded by the city has been approved. The approved funding is not to exceed the amount of \$2,812,946.00. The term of the funding is from January 18, 2018, to December 31, 2019.

The purpose of this funding is for the city of Porterville to effectuate the connection of the drought-impacted homes in seven county areas to the city's water distribution system. The project comprises water main extensions, home connections, and well destructions. These homes have been identified as having private residential wells, and the homeowners have voluntarily elected to join the project. As part of their election to participate in the project, the homeowners have consented to having their groundwater wells destroyed.

A grant agreement is being developed and will be sent to you for approval. You are allowed to start incurring costs from January 18, 2018. No reimbursement will be issued until the contract agreement is executed.

If you have any questions or need additional information regarding the agreement, please contact Steve Doe by email at Steve.Doe@water.ca.gov or by phone at (559) 230-3348.

Sincerely,

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 – AUGUST 6, 2019

SUBJECT: Consideration of a Conditional Use Permit for the Mariscos y Birrieria Mazatlán Restaurant

SOURCE: Community Development

COMMENT: The applicant is requesting approval of a Conditional Use Permit (CUP) to allow the sale of beer and wine under an on-sale license. The sale of alcohol will be in conjunction with the serving of meals at the existing Mariscos y Birrieria Mazatlán restaurant, located within the Town & Country Shopping Center tenant space at 1392 West Olive Avenue, Suite A in the CR (Retail Centers) Zone District. Section 301.03 of the Porterville Development Ordinance requires approval of a CUP for any use involving the sale of alcoholic beverages.

The California Department of Alcoholic Beverage Control (ABC) allows for a specific number of licenses per census tract, based on population. Whenever the ratio of on-sale licenses to population in a census tract exceeds the average ratio for the county, an “undue concentration” of licenses is determined to exist. The subject site is located within Census Tract 36.02. In Census Tract 36.02, five (5) on-sale licenses (Types 41 and 47 eating establishments) are allowed without being deemed over-concentrated. Approval of this on-sale license would be the seventh (7th) on-sale license, two (2) above the allowable as determined by ABC. Due to the over-concentration of on-sale licenses, a Letter of Public Convenience or Necessity will be required. Staff typically provides a map identifying the location of the ABC licenses within a specific Census Tract (downloaded from the ABC website); however, discrepancies were noted between the legend identifying the types of licenses and the dots representing the corresponding location. Staff then downloaded an excel spreadsheet report which identifies the active licenses within Census Tract 36.02 only to find seven (7) additional licenses registered to businesses within San Diego and Stockton. Due to these irregularities, staff called ABC to confirm the six (6) active on-sale licenses and to verify the number of licenses authorized. Staff reported the discrepancies of the additional seven (7) licenses and will work with ABC to ensure a complete and accurate record. Additionally, City staff will perform an audit of reported active licenses, the corresponding maps, as well as any incorrect locations and present to City Council a report of the findings.

The applicant is not proposing any live entertainment, which would require subsequent Council approval prior to offering live entertainment. The restaurant will offer breakfast, lunch and dinner and is proposed to be open seven days per week, between 9:00 a.m. and 10:00 p.m. Staff has included in

the draft resolution proposed conditions for the facility to operate and be maintained so as not to be detrimental to the public health, safety, or welfare to properties or improvements in the vicinity.

The request for an alcohol license is not projected to cause a negative impact on the surrounding community. The project is conditioned to operate the establishment in such a manner as to preserve the public safety, health and welfare and to prevent the use from becoming a nuisance. Alcohol advertising shall be prohibited on the exterior façade and windows of the establishment and shall comply with all laws, ordinances and regulations regarding the sale of alcohol. 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 full range of commercial uses. The requested Conditional Use Permit for a Type 41 On-Sale General, (beer and wine) alcohol license for a bona fide restaurant would suit the purpose of the zone designation as well as meeting the economic development guiding policy needed to retain, improve and promote existing businesses in Porterville.

On July 25, 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 2015-039-C) subject to conditions of approval; and
2. Authorize the Mayor to sign the Letter of Public Convenience or Necessity.

ATTACHMENTS:

1. Locator Map
2. Floor Plan
3. ABC License Report Census Tract 36.02
4. Draft Resolution
5. Letter of Public Convenience and Necessity

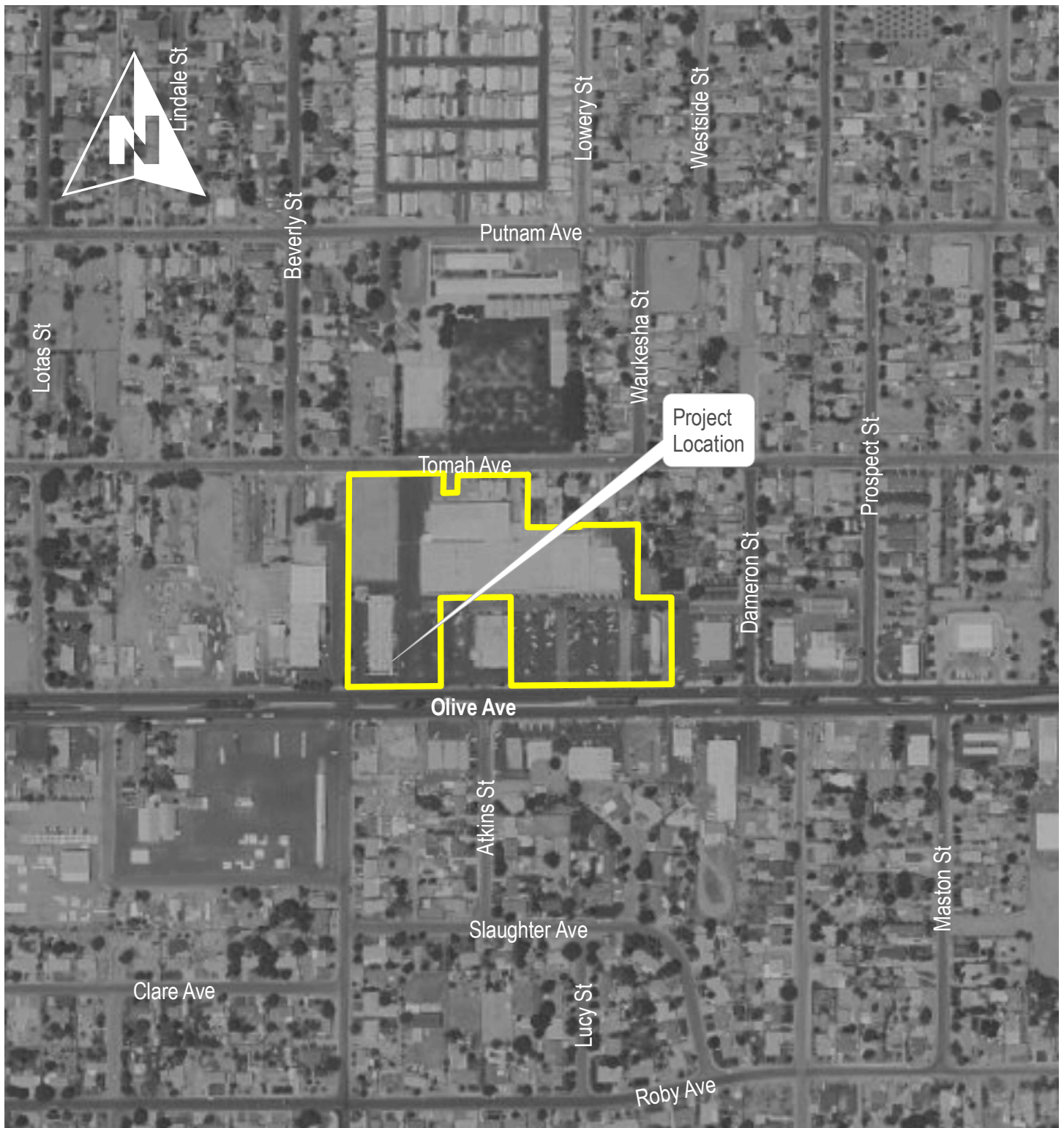
Appropriated/Funded:

Review By:

Department Director:

Jenni Byers, Community Development Director

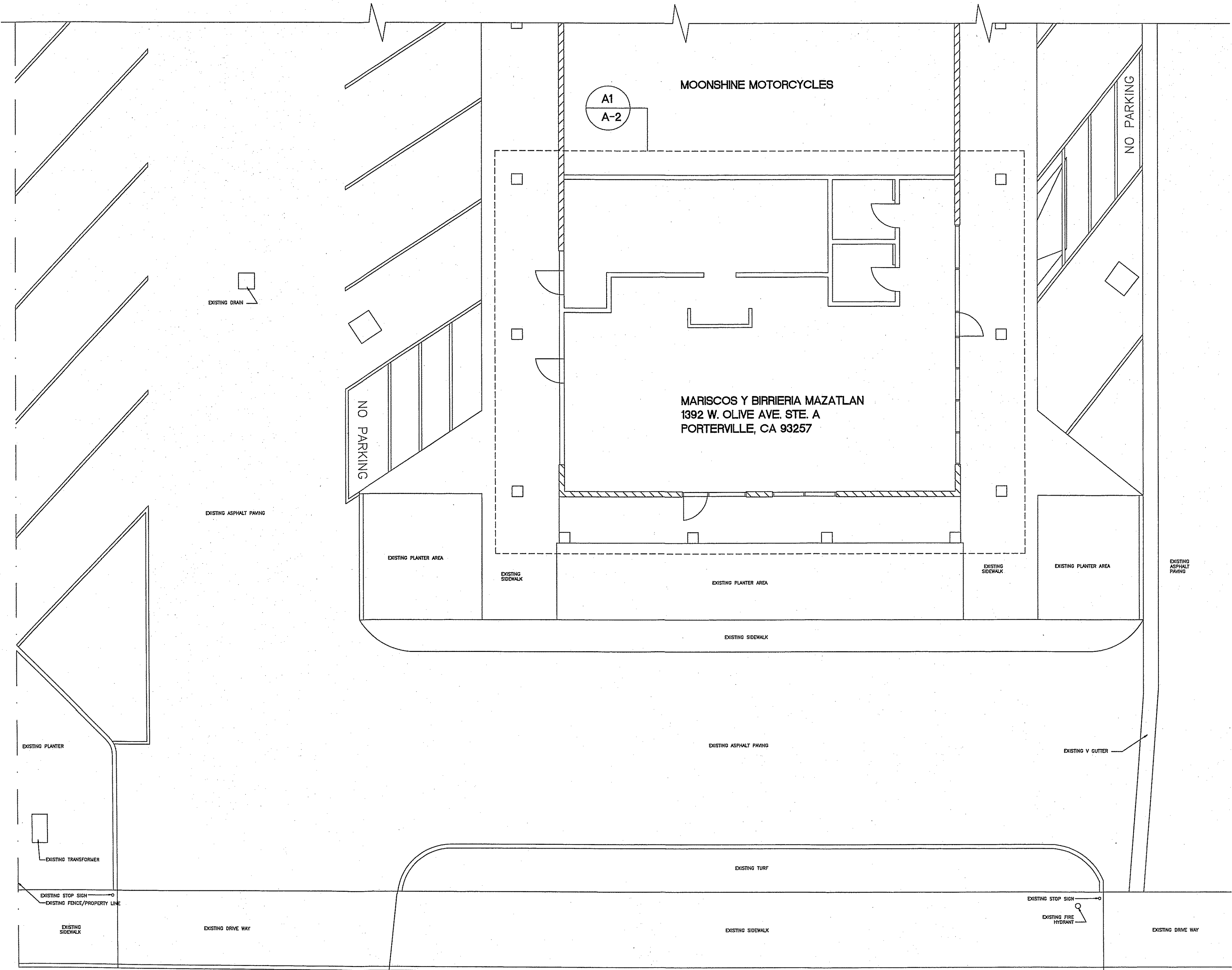
Final Approver: John Lollis, City Manager



PRC 2015-039-C
Mariscos Y Birrieria Mazatlan
Project Locator Map
1" = 400 feet

BUILDING CODE ANALYSIS		SCOPE OF WORK	
ZONING:	OR (RETAIL CENTERS)	SHOW EXISTING FLOOR PLAN AND SITE PLAN FOR OBTAINING THE ALCHOL PERMIT.	
OCCUPANCY TYPE:	A-2		
TYPE OF CONSTRUCTION:	V-N		
NO. OF STORIES:	ONE	BUILDING CODE	
SITE AREA:	482,625 S.F.	2013 BUILDING CODE	
FIRE SPRINKLER:	YES		
EXISTING BLDG AREA:	10,688 S.F.	DRAWN BY	
MARISCOS Y BIRRIERIA MAZATLAN		DIEGO TIJERINA	PL0TED:12-11-2015
STE. A AREA:	2,025 S.F.	(661)319-4395	
SHEET INDEX			
A-1	TITLE SHEET, SITE PLAN, PARTIAL SITE PLAN		
A-2	PARTIAL FLOOR PLAN		

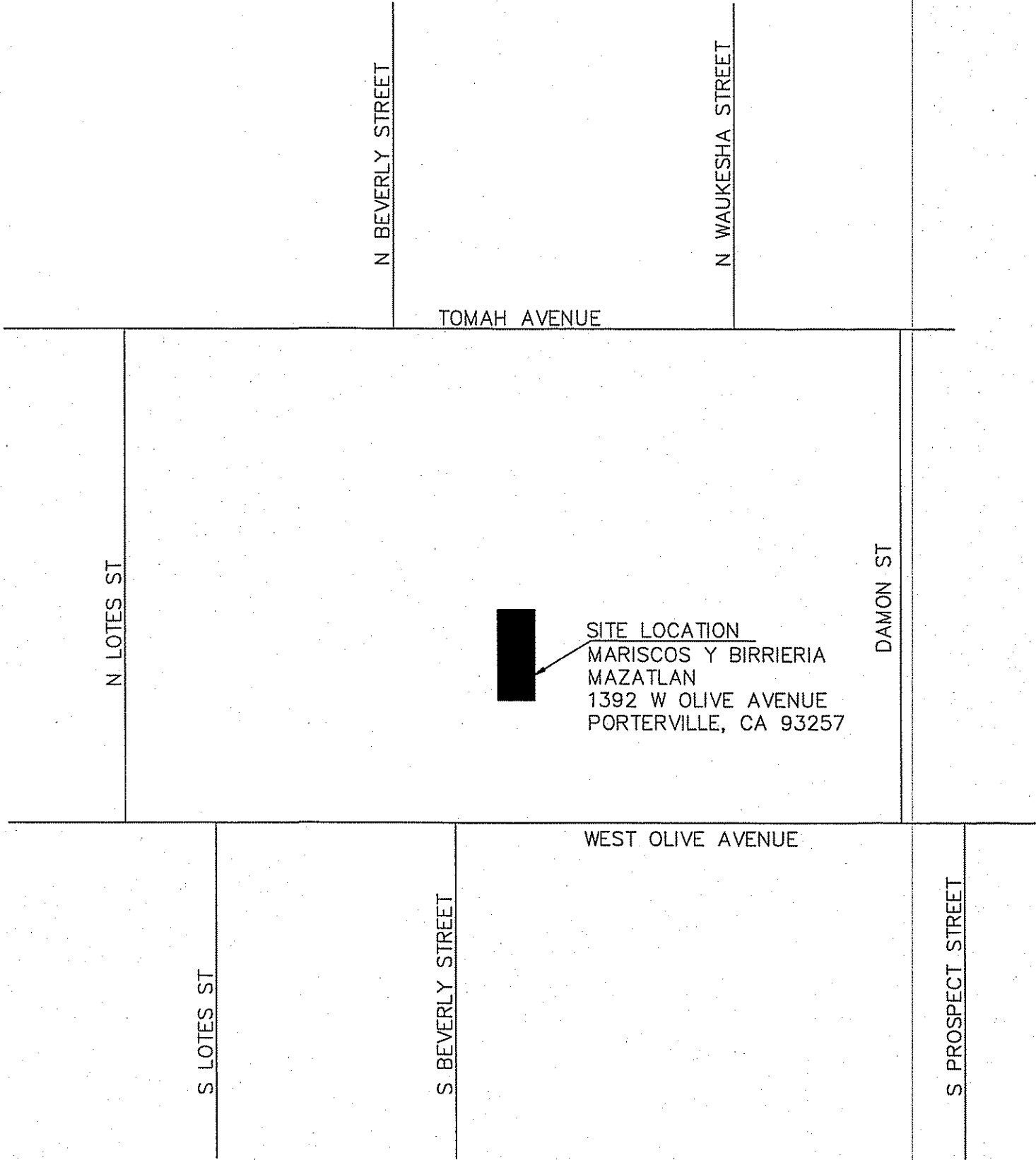
MARISCOS Y BIRRIERIA MAZATLAN
1392 WEST OLIVE AVENUE STE. A
PORTERVILLE, CA 93257



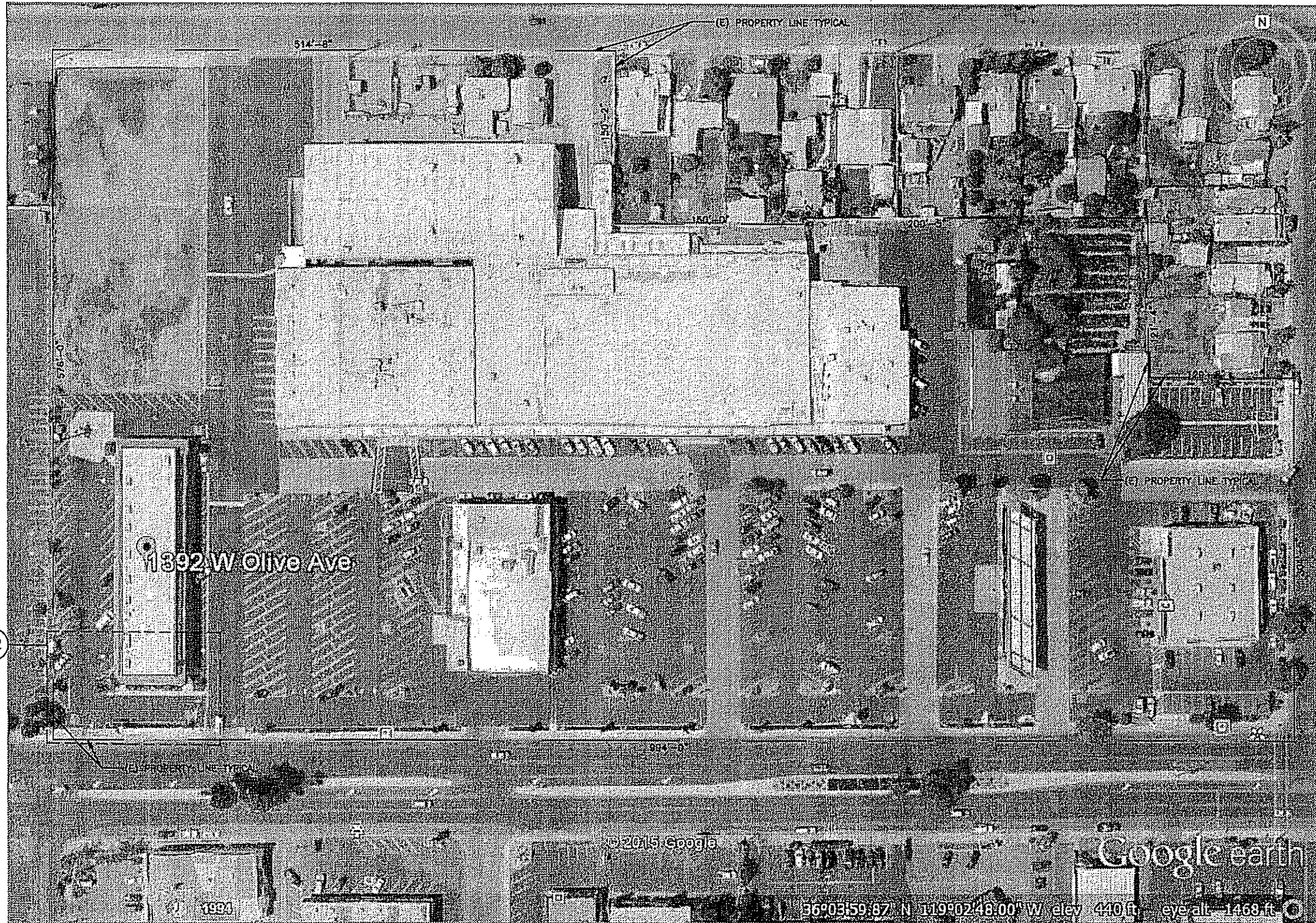
A2 PARTIAL SITE PLAN

SCALE: 1"=100'

NORTH



VICINITY MAP
NTS



A1 SITE PLAN

NTS

NORTH

DIEGO TIJERINA
DRAFTING SERVICES
(661) 319-4395

IMPORTANT:
ALL PLANS MUST BE APPROVED BY THE
CITY, COUNTY, OR THE DEPARTMENT OF
HOUSING AND COMMUNITY DEVELOPMENT
PRIOR TO CONSTRUCTION. THE DRAFTSMAN
ASSUMES NO RESPONSIBILITY FOR ANY
UNAPPROVED PLANS.

REVISIONS

PROJECT LOCATION:
MARISCOS Y BIRRIERIA
MAZATLAN
1392 W. OLIVE AVE. STE. A
PORTERVILLE, CA 93257

OWNER: TERESO NUNEZ
(559) 784-6494

SHEET TITLE: TITLE SHEET,
SITE PLAN, PARTIAL SITE
PLAN

DATE: 12/11/2015

DRAWN BY: DIEGO TIJERINA

SHEET NUMBER

A-1

IMPORTANT:
ALL PLANS MUST BE APPROVED BY THE
CITY, COUNTY, OR THE DEPARTMENT OF
HOUSING AND COMMUNITY DEVELOPMENT
PRIOR TO CONSTRUCTION. THE DRAFTSMAN
ASSUMES NO RESPONSIBILITY FOR ANY
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REVISIONS

PROJECT LOCATION:
MARISCOS Y BIRRIERIA
MAZATLAN
1392 W. OLIVE AVE. STE. A
PORTVILLE, CA 93257

OWNER: TERESO NUNEZ
(559) 784-6494

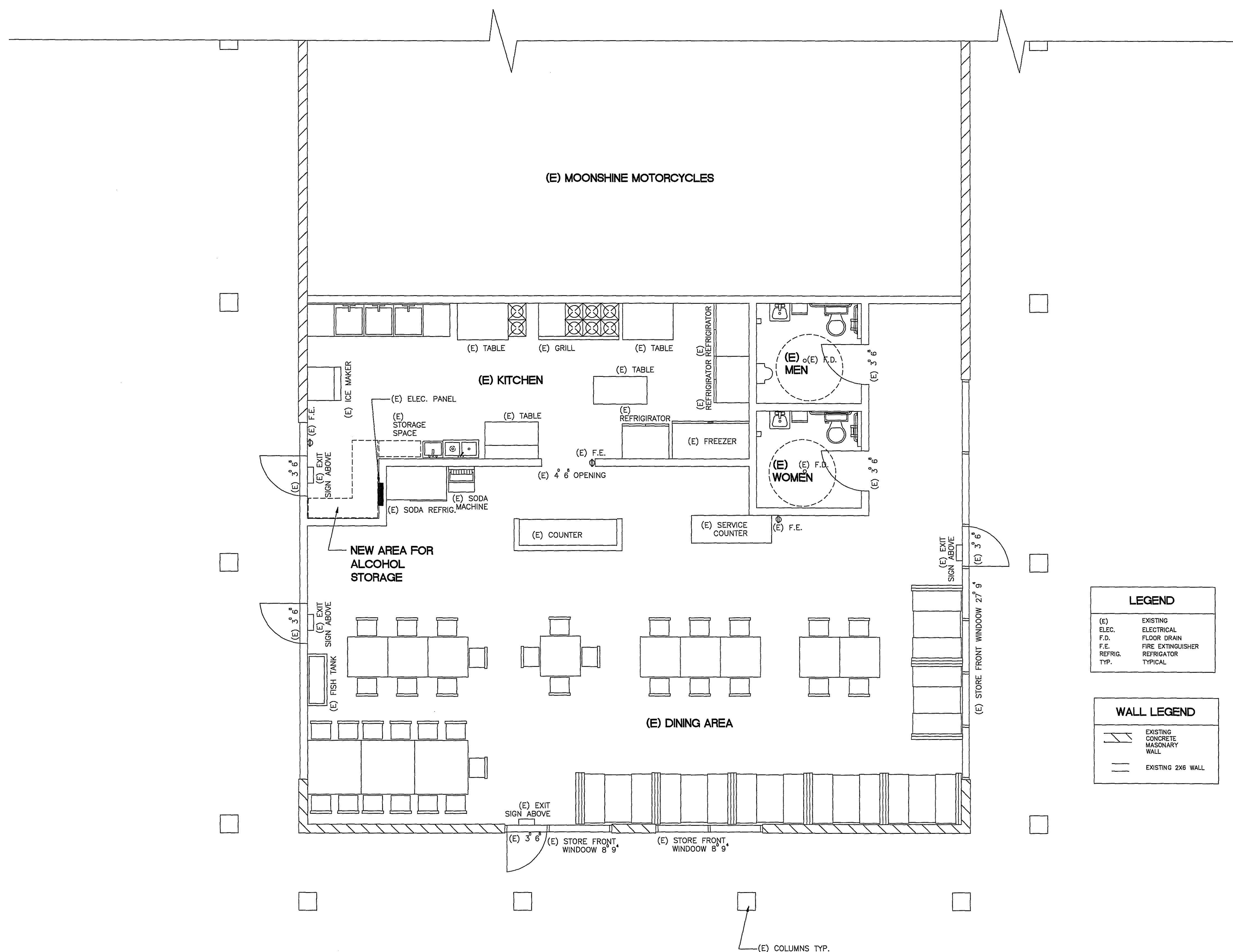
SHEET TITLE: PARTIAL FLOOR
PLAN

DATE: 12/11/2015

DRAWN BY: DIEGO TIJERINA

SHEET NUMBER

A-2



A1 PARTIAL FLOOR PLAN

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

NORTH



Alcoholic Beverage Control - Report on Census Tract 36.02

License #	Status	License Type	Orig. Iss. Date	Expir. Date	Business Name	Physical Address	Census Tract
583112	ACTIVE	17	10/30/2017	9/30/2019	DESTINATION WINES & SPIRITS	1055 W MORTON AVE, STE E, PORTERVILLE, CA 93257	Census Tract: 0036.02
50030	ACTIVE	20	1/1/1994	10/31/2019	TOWN & COUNTRY MARKET	1310 W OLIVE AVE, PORTERVILLE, CA 93257	Census Tract: 0036.02
428883	ACTIVE	20	1/25/2006	12/31/2019	TARGET T2420	1363 W HENDERSON AVE, PORTERVILLE, CA 93257	Census Tract: 0036.02
579713	ACTIVE	20	8/1/2017	7/31/2019	5 SEASONS MARKET	1181 W PUTNAM AVE, PORTERVILLE, CA 93257	Census Tract: 0036.02
583112	ACTIVE	20	10/30/2017	9/30/2019	DESTINATION WINES & SPIRITS	1055 W MORTON AVE, STE E, PORTERVILLE, CA 93257	Census Tract: 0036.02
604558	ACTIVE	20	4/22/2019	8/31/2019	QWIK STOP	1445 W HENDERSON AVE, PORTERVILLE, CA 93257	Census Tract: 0036.02
477629	ACTIVE	21	6/22/2009	5/31/2020	CVS PHARMACY STORE 9845	1155 W HENDERSON AVE, PORTERVILLE, CA 93257	Census Tract: 0036.02
524094	ACTIVE	21	9/11/2012	8/31/2019	DOLLAR GENERAL 13759	1316 W OLIVE AVE, PORTERVILLE, CA 93257	Census Tract: 0036.02
541801	ACTIVE	21	5/12/2014	4/30/2020	APPLEGATE MARKET	212 N NEWCOMB ST, PORTERVILLE, CA 93257	Census Tract: 0036.02
556350	ACTIVE	21	5/27/2015	11/30/2019	EXPRESS MART & GAS	1060 W OLIVE AVE, PORTERVILLE, CA 93257	Census Tract: 0036.02
581391	ACTIVE	21	11/14/2017	6/30/2020	SMART & FINAL #796	1419 W. OLIVE AVE, PORTERVILLE, CA 93257	Census Tract: 0036.02
588500	ACTIVE	21	1/17/2018	12/31/2019	KWIK STOP LIQUOR	1101 W OLIVE AVE, PORTERVILLE, CA	Census Tract: 0036.02
375331	ACTIVE	41	5/21/2001	4/30/2020	CHINAS ALLEY RESTAURANT	1377 W HENDERSON AVE, PORTERVILLE, CA 93257	Census Tract: 0036.02
550805	ACTIVE	41	6/4/2015	5/31/2020	ME N EDS PIZZERIA	1331 W HENDERSON AVE, STE 101, PORTERVILLE, CA 93257	Census Tract: 0036.02
551339	ACTIVE	41	9/30/2015	8/31/2019	TONYS PIZZA PARLOR	1304 W OLIVE AVE, PORTERVILLE, CA 93257	Census Tract: 0036.02
556193	ACTIVE	41	8/7/2015	7/31/2019	WINGSTOP 844	1375 W HENDERSON AVE, STE C-2B, PORTERVILLE, CA 93257	Census Tract: 0036.02
433294	ACTIVE	47	12/29/2005	11/30/2019	EL REVENTON	1091 W OLIVE AVE, PORTERVILLE, CA 93257	Census Tract: 0036.02
574237	ACTIVE	47	10/17/2016	7/31/2019	EL NUEVO MEXICALI 2	640 N PROSPECT ST, PORTERVILLE, CA 93257	Census Tract: 0036.02

ADDITIONAL LICENSES LISTED IN CENSUS TRACT 36.02

401611	ACTIVE	20	8/8/2003	7/31/2019	HWY 26 QUICK STOP	11225 E HIGHWAY 26, STOCKTON, CA 95215	Census Tract: 0036.02
376531	ACTIVE	21	11/5/2001	10/31/2019	GOLDEN GATE LIQUOR	3807 NATIONAL AVE, SAN DIEGO, CA 92113	Census Tract: 0036.02
451552	ACTIVE	21	8/2/2007	7/31/2019	NORTHGATE MARKET 21	1410 S 43RD ST, SAN DIEGO, CA 92113	Census Tract: 0036.02
479717	ACTIVE	21	9/14/2009	8/31/2019	CVS PHARMACY 9193	1380 S 43RD ST, SAN DIEGO, CA 92113	Census Tract: 0036.02
300052	ACTIVE	47	10/5/1994	6/30/2020	WATERLOO CALIFORNIA	10447 E WATERLOO RD, STOCKTON, CA 95215	Census Tract: 0036.02
300067	ACTIVE	47	11/9/1994	10/31/2019	WATERLOO BANQUET HALL	10415 E WATERLOO RD, STOCKTON, CA 95215	Census Tract: 0036.02
451552	ACTIVE	86	8/2/2007	7/31/2019	NORTHGATE MARKET 21	1410 S 43RD ST, SAN DIEGO, CA 92113	Census Tract: 0036.02

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 2015-039-C) TO ALLOW FOR THE SALE OF ALCOHOL UNDER A TYPE
41 ON-SALE (BEER AND WINE) ALCOHOL LICENSE FOR MARISCOS Y BIRRIERIA
MAZATLÁN, A BONA-FIDE PUBLIC EATING PLACE LOCATED AT 1392 W. OLIVE
AVENUE, SUITE A.

WHEREAS: The City Council of the City of Porterville, at its regular scheduled meeting of August 6, 2019, conducted a public hearing to consider Conditional Use Permit (PRC 2015-039-C) to allow for the sale of alcohol under a Type 41 (Beer and Wine) alcohol license for the Mariscos y Birrieria Mazatlán restaurant located at 1392 W. Olive Avenue, Suite A; and

WHEREAS: On July 25, 2019, the Environmental Coordinator made a preliminary determination that the project is exempt from California Environmental Quality Act pursuant to the “General Rule” exemption §15061(b)(3), that CEQA applies only to projects which have the potential for causing a significant effect on the environment; and

WHEREAS: The City Council of the City of Porterville authorized the Mayor to sign the Letter of Public Convenience or Necessity due to the over concentration of alcohol licenses within Census Tract 36.02; and

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

WHEREAS: The City Council made the following findings:

1. That the proposed project will advance the goals and objectives of, and is consistent with, the policies of the General Plan and any other applicable plan that the City has adopted.

The subject site is consistent with the General Plan Land Use Designation and Zoning Standards for Retail Centers. The CR zone designation is intended to maintain a full range of commercial uses. The requested Conditional Use Permit for a Type 41 On- Sale General, (beer and wine) alcohol license for a bona fide restaurant would suit the purpose of the zone designation as well as meeting the economic development guiding policy needed to retain, improve and promote existing businesses in Porterville.

2. That the proposed location of the project and the conditions under which it will be operated or maintained will not be detrimental to the public health, safety, welfare, or materially injurious to properties or improvements in the vicinity.

Conditions of approval are included herein to ensure adequate operational standards are met. The project is located within an existing building and is conditioned that all activities associated with the consumption of alcohol on premises, in association with the Type 41 on-sale license shall be exclusively confined to the interior of the building.

Additionally, the project is conditioned to preserve the public safety, health and welfare to prevent the use from becoming a nuisance and operate the business in compliance with all laws, ordinances and regulations regarding the sale of alcohol. In the event that this or any other condition of approval is violated, the City Council may modify or revoke the conditional use permit.

3. This project is exempt from CEQA pursuant to §15061(b)(3) that CEQA only applies to projects which have the potential for causing a significant effect on the environment.
4. The California Department of Alcoholic Beverage Control (ABC) allows for a specific number of licenses per census tract, based on population. Whenever the ratio of on-sale licenses to population in a census tract exceeds the average ratio for the county, an “undue concentration” of licenses is determined to exist. The subject site is located within Census Tract 36.02. In Census Tract 36.02, five (5) on-sale licenses (Types 41 and 47 for eating establishments) are allowed without being deemed over-concentrated. Approval of this on-sale license would be the seventh (7th) on-sale license, two (2) above the allowable as determined by ABC. Due to the over-concentration of on-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 2015-039-C) subject to the following conditions:

1. No advertising of alcohol products shall be displayed and/or viewed from the outside of the building.
2. Live entertainment or dancing is not permitted. If in the future the license holder seeks to pursue such associated activities, a modification to this permit would be considered by the City Council.
3. The hours of operation during which alcoholic beverages may be sold shall be limited to 9:00 a.m. – 9:00 p.m. on weekdays and 9:00 a.m. – 10 p.m. on the weekends. Any amendment to business hours that would modify this condition, will be subject to a modification of this permit.
4. Upon approval of the conditional use permit, any future change in operation which substantially alters the conditions or nature of the subject business will require approval by the City Council. Further, any future violations of regulations of the codes relating to the sales or consumption of alcohol, and/or excessive service calls by the Police Department resulting from the sales of alcohol may result in revocation of the Conditional Use Permit.
5. At all times, the facility shall be operated and maintained to comply with State Laws, the City of Porterville Development Ordinance, adopted Building Codes and all other applicable laws and ordinances.
6. 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 on-sale Type 41 (beer and wine) 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.

7. 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.
8. All alcoholic beverages sold under the on-sale license must be consumed on the premises. The sale of alcoholic beverages on a “take out” basis shall be expressly prohibited
9. 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.
10. The elements of the conditional use permit approving on-site alcohol sales will be subject to modification or revocation if the on-sale license is sanctioned by the State of California.
11. Temporary signs, such as banners, may be allowed with a permit and in compliance with the Porterville Development Ordinance Section 305.11.
12. The site shall be permanently maintained free of accumulated dirt and litter and in an otherwise neat and attractive manner.

PASSED, APPROVED AND ADOPTED this 6th day of August, 2019.

Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By _____
Patrice Hildreth, Chief Deputy City Clerk

August 7, 2019

California Department of Alcoholic Beverage Control
Fresno District Office
1330 B East Shaw Ave
Fresno, CA 93710
ATTN: Jason Montgomery

RE: Mariscos y Birrieria Mazatlán, 1392 W. Olive Avenue, Suite A, Porterville, CA

Dear Mr. Montgomery:

The City Council of the City of Porterville has elected to approve submittal of this letter regarding the public convenience or necessity to be served through issuance of a Type 41 On-Sale (beer and wine) for a bona fide public eating place for Mariscos y Birrieria Mazatlán located at 1392 W. Olive Avenue, Suite A.

Approval of this letter was based on the following:

1. Per Section 23958.4 of the "Business and Professions Code," the subject site is located within Census Tract 36.02 which allows five (5) on-sale licenses. With the approval of this license, seven (7) on-sale licenses will exist in this tract. Due to the over concentration of on-sale licenses a Letter of Public Convenience or Necessity was required.
2. On August 6, 2019, the City Council conditionally approved Conditional Use Permit (PRC 2015-039-C), review attached resolution, to allow the on-sale of beer, wine for a bona fide restaurant at 1392 W. Olive Avenue, Suite A. As a condition of approval, a Letter of Public Convenience or Necessity was required to be approved by the City Council.
3. In consideration of the above, the City Council determined that public convenience or necessity would be served by the issuance of a Type 41 On-Sale (beer and wine) alcohol license in conjunction with a bona fide restaurant.

Further issuance of an on-sale license allowing beer and wine sales represents a viable economic asset to the community which will contribute tax revenues to the local economy. The subject site is consistent with the General Plan Land Use Designation and Zoning Standards for Retail Centers. The CR zone designation is intended to maintain a full range of commercial uses. The requested Conditional Use Permit for a Type 41 On- Sale General, (beer and wine) alcohol license for a bona fide restaurant would suit the purpose of the zone designation as well as meeting the economic

development guiding policy needed to retain, improve and promote existing businesses in Porterville.

For these reasons, the City Council of the City of Porterville supports issuance of a Type 41 On-Sale, (beer and wine) license for Mariscos y Birrieria Mazatlán located at 1392 W. Olive Avenue, Suite A, Porterville, CA.

Sincerely,

Martha A. Flores, Mayor

Attachment: Resolution



CITY COUNCIL AGENDA – AUGUST 6, 2019

SUBJECT: Landscape and Lighting District Annual Assessment

SOURCE: Parks and Leisure Services

COMMENT:

The City of Porterville has created sixty-four (64) Landscape and Lighting Maintenance Districts (LLMD's) since 1989. The original LLMD had seventeen (17) areas annexed for new developments in addition to the original area. Since 1996, new districts have been formed for each new development representing Districts 2 through 46.

Annually, a process of evaluating maintenance needs and establishing an assessment for each LLMD must be followed. At its July 16, 2019 meeting, the City Council preliminarily approved the annual Engineer's Report which indicates the proposed assessments for the 2019/20 Fiscal Year. The assessments, once approved by the Council, are placed upon the tax bill of property owners as a special assessment, and collected by the County of Tulare. The assessment process must be completely filed with the County by August 12, 2019, in order to be placed upon the tax rolls.

The Engineer's Report provides the financial detail on each district. In an effort to better facilitate the needs of the district, staff analyzes fund balances and deficits of each district, as well as projected expenditures and reserves. Based on the analysis, staff was able to determine that not all districts will be assessed this fiscal year. District fund balances are reviewed on a yearly basis to determine funding needs for maintenance, as well as determining assessment requirements.

RECOMMENDATION: That the City Council:

1. Conduct a Public Hearing on the 2019/20 assessment for the Landscape and Lighting Maintenance Districts to take comments or receive protests on the proposed assessments; and
2. Adopt the Resolution ordering the continued maintenance of Landscape and Lighting Maintenance Districts and confirming the Engineer's Report and Assessments for the 2019/20 Fiscal Year.

ATTACHMENTS:

1. Engineer's Report
2. LLMD Resolution

Appropriated/Funded:

Review By:

Department Director:

Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager

**CITY OF PORTERVILLE, CALIFORNIA
ENGINEER'S REPORT FOR
LANDSCAPE AND LIGHTING MAINTENANCE DISTRICTS
2019-2020 FISCAL YEAR**

SECTION 1. Authority for Report

This report is prepared by order of the City Council of the City of Porterville, Resolution Number. The report is in compliance with the requirements of Chapter 1, Article 4, and Chapter 3, Division 15 of the Streets and Highways Code, State of California (Landscaping and Lighting Act of 1972).

SECTION 2. General Description

The City Council has heretofore elected to place the permanent landscape area along Westwood Street of Westwood Estates, Unit 1, 2, and 3 subdivisions, into Landscape and Lighting Maintenance District No. 1 and to annex the permanent landscape areas along the perimeter streets of the following developments:

1. Annexation No. 2 = Hillcrest Street right-of-way, fire access road, Jasmine Drive entries; west perimeter including the parcel on which the water tank is located, viewpoint look-out parcel at the northwest corner of Jasmine Ranch Subdivision, and the pedestrian access to each cul-de-sac from Hillcrest Street.
2. Annexation No. 3 = Porter Creek Avenue right-of-way to the center line of the Porter Slough, median entry, 15' landscape area between Porter Creek Subdivision block wall to Westwood Street, the pedestrian access bridge over Porter Slough and all of the maintenance area to the center line of Porter Slough.
3. Annexation No. 4 = LaVida Park Subdivision green belt, east on Plum Way Street and the entries east along Beverly Street.
4. Annexation No. 5 = Westwood Estates #4 Subdivision, along the north and south entries adjacent to the block wall on Westwood Street and the median divider on White Chapel Lane including all trees in front yard planting strip.
5. Annexation No. 8 = Westwood Park Unit Three Subdivision located on Westwood Street adjacent to the Tule River.
6. Annexation No. 10 = Westview Subdivision located on the corner of Westfield Avenue and Cobb Street.
7. Annexation No. 12 = Sunrise Estates Phase Six Subdivision located on the corner of Prospect Street and Orange Avenue.
8. Annexation No. 14 = Wisconsin Manor I Subdivision located on the corner of Wisconsin Way.
9. District No. 2 = North Creek Estates located on Westwood north of Westfield and Mulberry Avenue.
10. District No. 4 = River Springs Phase 1 Subdivision located along Newcomb Street.

11. District No. 5 = Castle Woods Phase II Subdivision located at Median Avenue and Salisbury.
12. District No. 6 = Creekview Estates located between Porter Creek Avenue and the property line in Porter Slough
13. District No. 7 = Ford Estates located on the corner of Roby and Westwood Avenue.
14. District No. 10 = Orchard Ridge Phase 4 located on La Vida Court and Carmelo Street.
15. District No. 12 = Westwood Estates, Unit 5, Phase 2, located on Henderson Avenue and Brandy Way.
16. District No. 15 = Meadowood, Phase One Subdivision, located on Newcomb Street, Cheryl Avenue and York Street.
17. District No. 17 = Orchard Ridge Phase 6 Subdivision located north of Westfield Avenue between Michael Street and Lombardi Street on Juliann Avenue and Michael Street.
18. District No. 18 = Ohio North Subdivision located on Ohio Way Street.
19. District No. 19 = Williams Ranch, Phase One located south of Westfield Avenue on Silver Maple Street, Wall Court and San Lucia Court.
20. District No. 20 = West View Place Subdivision located on Median Avenue.
21. District No. 21 = Orchard Ridge Phase Seven Subdivision located on Pioneer Avenue, Michael Street and Mathew Street.
22. District No. 24 = Orchard Ridge, Phase Eight Subdivision located on Mathew Street, Michael Street, Pamela Avenue and Santa Maria Avenue.
23. District No. 28 = Meadowood, Phase Three Subdivision located on Westfield Avenue, Cheryl Avenue, Salisbury Street, Julieann Avenue and Pioneer Avenue.
24. District No. 29 = River Springs, Phase 3 Subdivision located on Date Avenue, River Springs Drive and Atkins Court.
25. District No. 30 = Sierra Meadows, Phase 1, Subdivision located at Indiana Street and Gibbons Avenue.
26. District No. 31 = Williams Ranch, Phase 2 and 3 Subdivision on Westwood Street between Henderson and Westfield Avenues.
27. District No. 32 = Sunrise Villa, Phase 1,2, and 3 Subdivision located along Mulberry Avenue east of Cottage Street. Phase 2 and 3 were annexed on June 16, 2009.
28. District No. 34 = Meadow Breeze, Phase 3 Subdivision located on Matthew Street, Michael Place, Verdugo Place, Lu Ann Place, Belmont Place, Brian Avenue and Castle Avenue.
29. District No. 35 = Meadow Breeze, Phase 1 Subdivision located on Pioneer Avenue and Salisbury Street.

30. District No. 37 = River View Estates Phase 4 Subdivision located south of Olive Avenue, and east of Mathew Street, including Union Lane and Parkwest Street.
31. District No. 38 = Ranch Victoria, Phase One Subdivision located on the north side of Putnam Avenue and east of Mathew Street
32. District No. 39 = Williams Ranch Phase 4 Subdivision, including Theta Avenue, Bel-Aire Court, Terry Court, Silver Maple Street and Red Oak Street.
33. District No. 40 = Amalene Estates Subdivision located on Westwood between the Tule River and Olive Avenue, including Vine Avenue, Clare Avenue, Clare Court, and Dogwood Street.
34. District No. 44 = Summit Estates, Phase One Subdivision located along Mathew Street and includes Orange Avenue and Lombardi and Argyle Streets.
35. District No. 46 = Moorea Manor Subdivision located along Newcomb and includes San Lucia Lane.

SECTION 3. Plans and Specifications

The plans and specifications for the landscaping have been prepared by the developers' engineers and have been approved as part of the improvement plans for the various developments. The plans and specifications for the landscaping are in conformance with the requirements of the City Council's conditions of approval of said Parcel Maps and Subdivisions.

Reference is hereby made to said subdivision maps, parcel maps and assessment diagrams for the exact location of the landscape areas. The plans and specifications by reference are hereby made a part of this report to the same extent as if said plans and specifications were attached hereto.

SECTION 4. Improvements

Landscaping improvements will include landscaping the entry ways, medians and areas behind subdivision block wall.

SECTION 5. Estimated Maintenance Costs

Maintenance is currently being performed by City staff and contract services. Accordingly, the City's record-keeping will be required to be sufficiently accurate to detail the expenses incurred on behalf of each individual annexation so that these costs may be recaptured through assessments.

The City Finance Department presently maintains records of expenditures for each annexation. Because of the restrictions placed upon municipal budgets through the passage of Proposition No. 218 and the lag between the time assessments are made and revenues are collected by the City, it is appropriate that assessments be made in advance of the anticipated expenditures to provide

working capital for the maintenance effort. The fund balance for some districts would appear to justify a refund, however, it is clear that some of the costs for some of the districts have not been properly recognized. The staff is committed to identifying the discrepancies and rectifying during this fiscal year. Refunds have been included in the form of one-time adjustments to the assessment reducing the amount actually assessed per lot.

The assessments include costs accumulated to date and estimated costs for the 2019-2020 Fiscal Year for Landscape and Lighting District No. 1, including Annexations 2, 3, 4, 5, 8, 10, 12, 14 and Districts 2, 4, 5, 6, 7, 10, 12, 15, 17, 18, 19, 20, 21, 24, 28, 29, 30, 31, 32, 34, 35, 37, 38, 39, 40, 44 and 46.

SECTION 6. Assessment Diagram

Copies of the assessment diagrams were attached to each individual Engineer's Reports and were labeled "Exhibit A", as well as an index map identifying the location of the original district and each annexation.

SECTION 7. Assessment

The City Council, in forming Landscape and Lighting Maintenance District No. 1 and in annexing territories to the district, has maintained the philosophy that the subdivider or developer is responsible for the plantings, irrigation system and the maintenance of the improvements until they become well established. The assessments for maintenance thus only include anticipated costs incurred subsequent to the acceptance of the system by the City Council on behalf of the Maintenance District.

An exception to this philosophy is at Annexation No. 1, Airport Industrial Park, where the owners and the City will share costs for the plantings and irrigation system and the maintenance of improvements.

The maintenance of the landscaping is vital for the protection of both economic and humanistic values of the development. The City Council has heretofore determined that for the preservation of values incorporated within developments adjacent to landscaped areas, the landscaped areas should be included in a maintenance district to ensure satisfactory levels of maintenance. The establishment of the assessment for each development must be on a unit by unit basis which will preserve the integrity of each project. There should be a review of each annexation and District to determine if there are changed conditions that effect the assessment.

The determination of benefit for the lots within the districts takes into consideration the facts for the original districts and all annexations thereto.

Following are estimated maintenance costs and assessments for each District and Annexation.

Annexation No. 2 - Jasmine Ranch
Fiscal Year 2019/2020
Maximum Assessment \$8,000.00

Estimated Accumulated Costs 2018/2019 \$ 4,107.63

Maintenance:	22,100	sq.ft. of landscaping area					
Project Management:	22	lots					
Fund Balance:	\$ 4,419.79						
1 Landscape	22,100	sq.ft.	@	\$ 0.190	=	\$ 4,199.00	
2 Graffiti Maintenance	22,100	sq.ft.	@	\$ 0.030	=	\$ 663.00	
3 Tree Maintenance	22,100	sq.ft.	@	\$ 0.160	=	\$ 3,536.00	
4 Postage	22,100	sq.ft.	@	\$ 0.005	=	\$ 110.50	
5 Utilities	22,100	sq.ft.	@	\$ 0.040	=	\$ 884.00	
6 Printing	22,100	sq.ft.	@	\$ 0.005	=	\$ 110.50	
7 Repair/Maintenance	22,100	sq.ft.	@	\$ 0.020	=	\$ 442.00	
				<u>\$ 0.450</u>	=	<u>\$ 9,945.00</u>	
Maintenance	22,100	sq.ft.	x	\$ 0.45	=	\$ 9,945.00	
Administrative Fee	\$ 9,945.00		x	\$0.10	=	\$ 994.50	
County Fee	22		x	\$1.00/per lot	=	\$ 22.00	
Reserves 15% of total cost of maintenance					=	\$ 1,491.75	
Eliminate deficit fund balance over 10 years - 10% of fund deficit					=	\$ -	
						<u>\$ 12,453.25</u>	

FORMULA FOR ASSESSMENT

A = Assessment per lot = $\frac{\text{Total Assessment} - F}{L}$
L = Number of lots
F = Assessment for remainder parcel

The 2019/2020 assessment will be spread based upon the above formula. There are 22 lots in Unit One. The 47.89 acre remainder parcel is included on the final subdivision map and will be assessed 20% of the total estimated cost for landscaping maintenance until it is developed at which time it will be combined with the other completed units and assessed fully.

Estimated Assessment $F = \$12,453.25 \times .20 = \$2,490.85$ for remainder
 $A = \$12,453.25 - \$2,490.85 = \$452.84$ per lot in Unit One

2018/2019 Assessment $F = \$8,000 \times .20 = \$1,600.00$ for remainder
 $A = \$8,000 - \$1,600 = \$290.90$ per lot in Unit One
22

2019/2020 Assessment $F = \$8,000 \times .20 = \$1,600.00$ for remainder
 $A = \$8,000 - \$1,600 = \$290.90$ per lot in Unit One
22

Annexation No. 4 - La Vida Park
Fiscal Year 2019/2020
Maximum Assessment \$2,469.42

Estimated Accumulated Costs 2018/2019

\$ 2,490.56

Maintenance:	3,790	sq.ft. of landscaping area, 437 feet of wall
Project Management:	17	lots
Fund Balance:	\$ (228.16)	

1. Landscape	3,790	sq.ft.	@ \$	0.190	=	\$ 720.10
2. Graffiti Maintenance	3,790	sq.ft.	@ \$	0.090	=	\$ 341.10
3. Tree Maintenance	3,790	sq.ft.	@ \$	0.150	=	\$ 568.50
4. Postage	3,790	sq.ft.	@ \$	0.020	=	\$ 75.80
5. Utilities	3,790	sq.ft.	@ \$	0.250	=	\$ 947.50
6. Printing	3,790	sq.ft.	@ \$	0.020	=	\$ 75.80
7. Repair/Maintenance	3,790	sq.ft.	@ \$	0.030	=	\$ 113.70
			\$	0.750	=	\$ 2,842.50

Maintenance	3,790	sq.ft.	x \$	0.750	=	\$ 2,842.50
Administrative Fee	\$ 2,842.50		x	\$0.10	=	\$ 284.25
County Fee	17 lots		x \$1.00/per lot		=	\$ 17.00
Reserves 15% of total cost of maintenance					=	\$ 426.38
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	\$ (22.82)
						<u>\$ 3,547.31</u>

Estimated Cost Per Year	\$	<u>3,547.31</u>	=	\$	197.18
		17			

2018/2019 Assessment	\$	<u>2,321.90</u>	=	\$	136.58
		17			

2019/2020 Assessment	\$	<u>2,469.42</u>	=	\$	145.26
		17			

Annexation No. 8 Westwood Park Unit 3 Subdivision
Fiscal Year 2019/2020
Maximum Assessment \$2,481.27

Estimated Accumulated Costs 2018/2019 \$ 137.67

Maintenance:	28,460	sq.ft. of landscaping area
Lighting:	6	5 @ 5,8000 lumens, 1@ 16,000 lumens
Project Management:	36	lots
Fund Balance:	\$ (3,458.70)	

1. Weed Abatement	28,460	sq.ft.	@ \$ 0.0713	=	\$ 2,029.20
2. Graffiti Maintenance	28,460	sq.ft.	@ \$ 0.0059	=	\$ 167.91
3. Tree Maintenance	28,460	sq.ft.	@ \$ 0.0040	=	\$ 113.84
4. Postage	28,460	sq.ft.	@ \$ 0.0060	=	\$ 170.76
			<u>\$ 0.0872</u>		<u>\$ 2,481.71</u>

Maintenance	28,460	sq.ft.	x \$ 0.08720	=	\$ 2,481.71
Administrative Fee	\$ 2,481.71		x \$ 0.10	=	\$ 248.17
County Fee	36 lots		x \$1.00/per lot	=	\$ 36.00
Reserves 15% of total cost of maintenance				=	\$ 372.26
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit			=		\$ 345.87
					<u>\$ 3,484.01</u>

Estimated Cost Per Year	<u>\$ 3,484.01</u>	=	\$ 96.78
	36		
2018/2019 Assessment	<u>\$ 2,481.27</u>	=	\$ 68.92
	36		
2019/2020 Assessment	<u>\$ 2,481.27</u>	=	\$ 68.92
	36		

Annexation No. 10 - Westview Subdivision
Fiscal Year 2019/2020
Maximum Assessment \$1,824.30

Estimated Accumulated Costs 2018/2019

\$ 890.45

Maintenance:	1,307	sq. ft. of landscaping area
Lighting	4	ea. @ 5,800 lumnes
Project Management:	16	lots
Fund Balance:	\$ 946.78	

1. Landscape	1,307	sq.ft.	@ \$	0.190	=	\$	248.33
2. Graffiti Maintenance	1,307	sq.ft.	@ \$	0.090	=	\$	117.63
3. Tree Maintenance	1,307	sq.ft.	@ \$	0.150	=	\$	196.05
4. Postage	1,307	sq.ft.	@ \$	0.020	=	\$	26.14
5. Utilities	1,307	sq.ft.	@ \$	0.250	=	\$	326.75
6. Printing	1,307	sq.ft.	@ \$	0.020	=	\$	26.14
7. Repair/Maintenance	1,307	sq.ft.	@ \$	0.030	=	\$	39.21
			\$	0.750	=	\$	980.25

Maintenance	1,307	sq.ft.	x \$	0.750	=	\$	980.25
Administrative Fee	\$ 980.25		x \$0.10		=	\$	98.03
County Fee	16		x \$1.00/per lot		=	\$	16.00
Reserves 15% of total cost of maintenance					=	\$	147.04
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	\$	-
						\$	1,241.31

Estimated Cost Per Year	\$	<u>1,241.31</u>	=	\$	77.58
		16			

2018/2019 Assessment	\$	<u>1,241.31</u>	=	\$	77.58
		16			

2019/2020 Assessment	\$	<u>1,241.31</u>	=	\$	77.58
		16			

Annexation No. 12 - Sunrise Estates Phase 6 Subdivision
Fiscal Year 2019/2020
Maximum Assessment \$1,429.00

Estimated Accumulated Costs 2018/2019 \$ 148.48

Maintenance: 2,840 sq. ft. of landscaping area, lighting: 7 ea. @ 5,800
Project Management: 32 lots
Fund Balance: \$ 2,864.27

1. Landscape	2,840	sq.ft	@	\$ 0.019	=	\$ 53.96
2. Graffiti Maintenance	2,840	sq.ft	@	\$ 0.090	=	\$ 255.60
3. Tree Maintenance	2,840	sq.ft	@	\$ 0.150	=	\$ 426.00
4. Postage	2,840	sq.ft	@	\$ 0.020	=	\$ 56.80
5. Utilities	2,840	sq.ft	@	\$ 0.250	=	\$ 710.00
6. Printing	2,840	sq.ft	@	\$ 0.020	=	\$ 56.80
7. Repair/Maintenance	2,840	sq.ft	@	\$ 0.030	=	\$ 85.20
				<u>\$ 0.579</u>	=	<u>\$ 1,644.36</u>

Maintenance	2,840	sq.ft.	x	\$ 0.579	=	\$ 1,644.36
Administrative Fee	\$ 1,644.36		x	\$ 0.10	=	\$ 164.44
County Fee	32		x	\$1.00/per lot	=	\$ 32.00
Reserves	15% of total cost of maintenance				=	\$ 246.65
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	\$ -
						<u>\$ 2,087.45</u>

Estimated Cost Per Year	<u>\$ 2,087.45</u>	=	\$ 65.23
	32		
2018/2019 Assessment	<u>\$ 1,409.00</u>	=	\$ 44.02
	32		
2019/2020 Assessment	<u>\$ 1,409.00</u>	=	\$ 44.02
	32		

Annexation No. 14 - Wisconsin Manor 1 Subdivision
Fiscal Year 2019/2020
Maximum Assessment \$1,824.69

Estimated Accumulated Costs 2018/2019 \$ 1,118.33

Maintenance: 3,030 sq.ft. of landscaping area
Project Management: 8 lots
Fund Balance: \$ (4,290.21)

1. Landscape	3,030	sq.ft.	@	\$ 0.190	=	\$ 575.70
2. Graffiti Maintenance	3,030	sq.ft.	@	\$ 0.090	=	\$ 272.70
3. Tree Maintenance	3,030	sq.ft.	@	\$ 0.150	=	\$ 454.50
4. Postage	3,030	sq.ft.	@	\$ 0.020	=	\$ 60.60
5. Utilities	3,030	sq.ft.	@	\$ 0.250	=	\$ 757.50
6. Printing	3,030	sq.ft.	@	\$ 0.020	=	\$ 60.60
7. Repair/Maintenance	3,030	sq.ft.	@	\$ 0.030	=	\$ 90.90
				<u>\$ 0.750</u>	=	<u>\$ 2,272.50</u>

Maintenance	3030	sq.ft.	x	\$ 0.750	=	\$ 2,272.50
Administrative Fee	\$ 2,272.50		x	\$0.10	=	\$ 227.25
County Fee	8 lots		x	\$1.00/per lot	=	\$ 8.00
Reserves	15% of total cost of maintenance				=	\$ 340.88
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	\$ 429.02
						<u>\$ 3,277.65</u>

Estimated Cost Per Year	<u>\$ 3,277.65</u>	=	\$ 409.71
	8		

2018/2019 Assessment	<u>\$ 1,824.69</u>	=	\$ 228.08
	8		

2019/2020 Assessment	<u>\$ 1,824.69</u>	=	\$ 228.08
	8		

District No. 4 - River Springs Phase 1 Subdivision
Fiscal Year 2019/2020
Approved CPI 2003 (Adjusted 2003)
Maximum Assessment \$3,134.58

Estimated Accumulated Costs 2018/2019 \$ 1,593.21

Maintenance: 2,100 sq.ft. of landscaping area
Project Management: 51 lots
Fund Balance: \$ 1,260.17

1. Landscape	2,100	sq.ft. @ \$	0.380	=	\$	798.00
2. Graffiti Maintenance	2,100	sq.ft. @ \$	0.090	=	\$	189.00
3. Tree Maintenance	2,100	sq.ft. @ \$	0.150	=	\$	315.00
4. Postage	2,100	sq.ft. @ \$	0.030	=	\$	63.00
5. Utilities	2,100	sq.ft. @ \$	0.250	=	\$	525.00
6. Printing	2,100	sq.ft. @ \$	0.090	=	\$	189.00
7. Repair/Maintenance	2,100	sq.ft. @ \$	0.030	=	\$	63.00
			<u>\$ 1.020</u>	=	<u>\$</u>	<u>2,142.00</u>

Maintenance	2,100	sq.ft. x \$	1.02	=	\$	2,142.00
Administrative Fee	\$ 2,142.00	x \$	0.10	=	\$	214.20
County Fee	51 lots	x \$1.00/per lot		=	\$	51.00
Reserves	15% of total cost of maintenance			=	\$	321.30
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit				=	\$	-
					<u>\$</u>	<u>2,728.50</u>

Estimated Cost Per Year	<u>\$ 2,728.50</u>	=	\$	53.50
	51			
2018/2019 Assessment	<u>\$ 2,397.56</u>	=	\$	47.00
	51			
2019/2020 Assessment	<u>\$ 2,397.56</u>	=	\$	47.00
	51			

District No. 5 Castle Woods Phase 2 Subdivision
Fiscal Year 2019/2020
Maximum Assessment \$1,021.48
Approved CPI 2002 (Adjusted 2008)

Estimated Accumulated Costs 2018/2019 \$ 1,680.86

Maintenance: 1,715 sq.ft. of landscaping area
Project Management: 25 lots
Fund Balance: \$ (8,485.45)

1. Landscape	1,715	sq.ft.	@ \$	0.190	=	\$	325.85
2. Graffiti Maintenance	1,715	sq.ft.	@ \$	0.090	=	\$	154.35
3. Tree Maintenance	1,715	sq.ft.	@ \$	0.150	=	\$	257.25
4. Postage	1,715	sq.ft.	@ \$	0.020	=	\$	34.30
5. Utilities	1,715	sq.ft.	@ \$	0.250	=	\$	428.75
6. Printing	1,715	sq.ft.	@ \$	0.020	=	\$	34.30
7. Repair/Maintenance	1,715	sq.ft.	@ \$	0.030	=	\$	51.45
			\$	0.750	=	\$	<u>1,286.25</u>

Maintenance	1,715	sq.ft.	x \$	0.75	=	\$	1,286.25
Administrative Fee	\$ 1,286.25		x \$	0.10	=	\$	128.63
County Fee	25 lots		x \$1.00/per lot		=	\$	25.00
Reserves	15% of total cost of maintenance				=	\$	192.94
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	\$	<u>848.55</u>
						\$	<u>2,481.36</u>

Estimated Cost Per Year \$ 2,481.36 = \$ 99.25
25

2018/2019 Assessment \$ 1,021.48 = \$ 40.86
25

2019/2020 Assessment \$ 1,021.48 = \$ 40.86
25

District No. 7 - Ford Estates Phase 1 Subdivision
Fiscal Year 2019/2020
Approved CPI 1999 (Adjusted 1999)
Maximum Assessment \$2,857.88

Estimated Accumulated Costs 2018/2019 \$ 685.47

Maintenance: 1,365 sq. ft. of landscaping area
lighting: 4 ea. @ 5,800 lumens, 1 ea @ 16,000 lumens
Project Management, 20 lots
Fund Balance: \$ 789.72

1. Landscape	1,365	sq.ft.	@	\$ 0.25	=	\$ 341.25
2. Graffiti Maintenance	1,365	sq.ft.	@	\$ 0.09	=	\$ 122.85
3. Tree Maintenance	1,365	sq.ft.	@	\$ 0.10	=	\$ 136.50
4. Postage	1,365	sq.ft.	@	\$ 0.10	=	\$ 136.50
5. Utilities	1,365	sq.ft.	@	\$ 0.25	=	\$ 341.25
6. Printing	1,365	sq.ft.	@	\$ 0.02	=	\$ 27.30
7. Repair/Maintenance	1,365	sq.ft.	@	\$ 0.30	=	\$ 409.50
				<u>\$ 1.11</u>	=	<u>\$ 1,515.15</u>

Maintenance	1,365	sq.ft.	x	\$ 1.11	=	\$ 1,515.15
Administrative Fee	\$ 1,515.15	@		10%	=	\$ 151.52
County Fee	20	@		\$ 1.00/per lot	=	\$ 20.00
Reserves	15% of total cost of maintenance				=	\$ 227.27
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	\$ -
						<u>\$ 1,913.94</u>

Estimated New Assessment	<u>\$ 1,913.94</u>	=	\$ 95.70
	20		
2018/2019 Assessment	<u>\$ 1,913.94</u>	=	\$ 95.70
	20		
2019/2020 Assessment	<u>\$ 1,913.94</u>	=	\$ 95.70
	20		

District No. 10 Orchard Ridge Phase 4
Fiscal Year 2019/2020
Approved CPI 2003
Maximum Assessment \$359.99

Estimated Accumulated Costs 2018/2019 \$ 102.22

Maintenance: lighting 4 @ 5,800 lumens
Project Management: 19 lots
Fund Balance: \$ 282.96

1. Utilities	4 @ 5,800 lumens	@ \$	30.2100	=	\$ 120.84
2. Printing	1	@ \$	50.0000	=	\$ 50.00
					\$ 170.84

Maintenance	\$ 170.84	x	1	=	\$ 170.84
Administrative Fee	\$ 170.84	x	\$ 0.10	=	\$ 17.08
County Fee	19	x	\$1.00/per lot	=	\$ 19.00
Reserves 15% of total cost of maintenance				=	\$ 25.63
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit				= =	\$ -
					\$ 232.55

Estimated Cost Per Year	\$	<u>232.55</u>	=	\$ 12.24
		19		

2018/2019 Assessment	\$	<u>312.28</u>	=	\$ 16.44
		19		

2019/2020 Assessment	\$	<u>232.55</u>	=	\$ 12.24
		19		

District No.15 Meadowood Phase 1
Fiscal Year 2019/2020
Maximum Assessment \$8,191.95
Approved CPI 2001 (Adjusted 2001)

Estimated Accumulated Costs 2018/2019 \$ 2,181.97

Maintenance:	7,723	sq.ft. of landscaping area
Project Management:	48	lots
Fund Balance:	\$ 5,547.99	

1. Landscape	7,723	sq.ft. @ \$	0.050	=	\$	386.15
2. Graffiti Maintenance	7,723	sq.ft. @ \$	0.025	=	\$	193.08
3. Tree Maintenance	7,723	sq.ft. @ \$	0.100	=	\$	772.30
4. Postage	7,723	sq.ft. @ \$	0.010	=	\$	77.23
5. Utilities	7,723	sq.ft. @ \$	0.080	=	\$	617.84
6. Printing	7,723	sq.ft. @ \$	0.010	=	\$	77.23
7. Repair/Maintenance	7,723	sq.ft. @ \$	0.040	=	\$	308.92
			<u>\$ 0.315</u>	=	<u>\$</u>	<u>2,432.75</u>

Maintenance	7,723	sq.ft. x \$	0.315	=	\$	2,432.75
Administrative Fee	\$ 2,432.75	@ x \$	0.10	=	\$	243.27
County Fee	48	x \$1.00/per lot		=	\$	48.00
Reserves	15% of total cost of maintenance			=	\$	364.91
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit				=	\$	-
					<u>\$</u>	<u>3,088.93</u>

Estimated Cost Per Year	<u>\$ 3,088.93</u>	=	\$ 64.35
	48		

2018/2019 Assessment	<u>\$ 3,088.93</u>	=	\$ 64.34
	48		

2019/2020 Assessment	<u>\$ 3,088.93</u>	=	\$ 64.34
	48		

District No. 17 Orchard Ridge Phase 6
Fiscal Year 2019/2020
Approved CPI 2007
Maximum Assessment \$633.36

Estimated Accumulated Costs 2018/2019 \$ 148.48

Maintenance: lighting 7 ea. @ 5,800 lumens
Project Management: 32 lots
Fund Balance: \$ 696.83

1. Utilities	7 @ 5,800 lumens	@ \$	30.2100	=	\$ 211.47
2. Printing	1	@ \$	50.0000	=	\$ 50.00
3. Postage	1	@ \$	31.8500	=	\$ 31.85
					\$ 293.32

Maintenance	\$ 293.32	x	1	=	\$ 293.32
Administrative Fee	\$ 293.32	x	\$ 0.10	=	\$ 29.33
County Fee	32	x	\$1.00/per lot	=	\$ 32.00
Reserves 15% of total cost of maintenance				=	\$ 44.00
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit				=	\$ -
					\$ 398.65

Estimated Cost Per Year	\$	<u>398.65</u>	=	\$	12.46
		32			

2018/2019 Assessment	\$	<u>398.65</u>	=	\$	12.46
		32			

2019/2020 Assessment	\$	<u>398.65</u>	=	\$	12.46
		32			

District No. 18 - Ohio North Subdivision
Fiscal Year 2019/2020
Maximum Assessment \$190.26

Estimated Accumulated Costs 2018/2019 \$ 71.36

Maintenance: lighting @ 5,800 lumens each
Project Management: 10 lots
Fund Balance: \$ 208.81

1. Utilities	2 @ 5,800 lumens @	\$30.21	=	\$ 60.42
2. Printing	1 @	\$50.00	=	\$ 50.00
				\$ 110.42

Maintenance	\$ 110.42	x 1	=	\$ 110.42
Administrative Fee	\$ 110.42	x \$ 0.10	=	\$ 11.04
County Fee	10 lots	x \$1.00/per lot	=	\$ 10.00
Reserves	15% of total maintenance		=	\$ 16.56
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit			=	\$ -
				\$ 148.02

Estimated Cost Per Year	\$ 148.02	=	\$ 14.80
	10		

2018/2019 Assessment	\$ 190.26	=	\$ 19.02
	10		

2019/2020 Assessment	\$ 190.26	=	\$ 19.02
	10		

District No. 19 Williams Ranch Phase 1 Subdivision
Fiscal Year 2019/2020
Maximum Assessment \$7,027.83
Approved CPI 2002 (Adjusted 2008)

Estimated Accumulated Costs 2018/2019 \$ 3,006.37

Maintenance: 13,910 sq.ft. of landscaping area
Project Management: 41 lots
Fund Balance: \$ 2,370.89

1. Landscape	13,910	sq.ft.	@ \$ 0.050	=	\$ 695.50
2. Graffiti Maintenance	13,910	sq.ft.	@ \$ 0.025	=	\$ 347.75
3. Tree Maintenance	13,910	sq.ft.	@ \$ 0.100	=	\$ 1,391.00
4. Postage	13,910	sq.ft.	@ \$ 0.010	=	\$ 139.10
5. Utilities	13,910	sq.ft.	@ \$ 0.080	=	\$ 1,112.80
6. Printing	13,910	sq.ft.	@ \$ 0.010	=	\$ 139.10
7. Repair/Maintenance	13,910	sq.ft.	@ \$ 0.040	=	\$ 556.40
			<u>\$ 0.315</u>	=	<u>\$ 4,381.65</u>

Maintenance	13,910	sq.ft.	x \$ 0.315	=	\$ 4,381.65
Administrative Fee	\$ 4,381.65	@	x \$ 0.10	=	\$ 438.17
County Fee	41 lots		x \$1.00/per lot	=	\$ 41.00
Reserves	15% of total cost of maintenance			=	\$ 657.25
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit				=	\$ -
					<u>\$ 5,518.06</u>

Estimated Cost Per Year	<u>\$ 5,518.06</u>	=	\$ 134.58
	41		

2018/2019 Assessment	<u>\$ 5,518.06</u>	=	\$ 134.58
	41		

2019/2020 Assessment	<u>\$ 5,518.06</u>	=	\$ 134.58
	41		

District No. 21 - Orchard Ridge Phase 7 Subdivision
Fiscal Year 2019/2020
Approved CPI 2007
(Adjusted 2008)
Maximum Assessment \$1,728.51

Estimated Accumulated Costs 2018/2019 \$ 581.63

Maintenance:	2,142	sq. ft. of landscaping area (30/74 of 5,950 sq.ft.)
Project Management:	30	lots
Fund Balance:	\$ 1,129.00	

1. Landscape	2,142	sq. ft. @ \$ 0.200	=	\$ 428.40
2. Graffiti	2,142	sq. ft. @ \$ 0.010	=	\$ 21.42
3. Tree Maintenance	2,142	sq. ft. @ \$ 0.010	=	\$ 21.42
4. Postage	2,142	sq. ft. @ \$ 0.020	=	\$ 42.84
5. Utilities	2,142	sq. ft. @ \$ 0.150	=	\$ 321.30
6. Printing	2,142	sq. ft. @ \$ 0.020	=	\$ 42.84
7. Repair/Maintenance	2,142	sq. ft. @ \$ 0.010	=	\$ 21.42
		<u>\$ 0.420</u>		<u>\$ 899.64</u>

Maintenance	\$ 2,142.00	sq.ft. x \$ 0.420	=	\$ 899.64
Administrative Fee	\$ 899.64	x \$ 0.10	=	\$ 89.96
County Fee	30 lots	x \$1.00/per lot	=	\$ 30.00
Reserves 15% of total cost of maintenance				\$ 134.95
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit				\$ -
				<u>\$ 1,154.55</u>

Estimated Cost Per Year	<u>\$ 1,154.55</u>	=	\$ 38.48
	30		

2018/2019 Assessment	<u>\$ 1,154.55</u>	=	\$ 38.48
	30		

2019/2020 Assessment	<u>\$ 1,154.55</u>	=	\$ 38.48
	30		

District No. 24 - Orchard Ridge Phase 8
Fiscal Year 2019/2020
Maximum Assessment \$2,607.14

Estimated Accumulated Costs 2018/2019 \$ 2,488.93

Maintenance: 3,538 sq.ft. of landscaping area
Project Management: 44 lots
Fund Balance: \$ (11,951.73)

1. Landscape	3,538	sq.ft. @ \$	0.190	=	\$	672.22
2. Graffiti Maintenance	3,538	sq.ft. @ \$	0.090	=	\$	318.42
3. Tree Maintenance	3,538	sq.ft. @ \$	0.150	=	\$	530.70
4. Postage	3,538	sq.ft. @ \$	0.020	=	\$	70.76
5. Utilities	3,538	sq.ft. @ \$	0.250	=	\$	884.50
6. Printing	3,538	sq.ft. @ \$	0.020	=	\$	70.76
7. Repair/Maintenance	3,538	sq.ft. @ \$	0.030	=	\$	106.14
			<u>\$ 0.750</u>	=	<u>\$</u>	<u>2,653.50</u>

Maintenance	3,538	sq.ft. x \$	0.75	=	\$	2,653.50
Administrative Fee	\$ 2,653.50	x \$	0.10	=	\$	265.35
County Fee	44	x \$1.00/per lot		=	\$	44.00
Reserves	15% of total cost of maintenance			=	\$	398.03
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit				=	\$	1,195.17
					<u>\$</u>	<u>4,556.05</u>

Estimated Cost Per Year	<u>\$ 4,556.05</u>	=	\$ 103.55
	44		
2018/2019 Assessment	<u>\$ 2,607.14</u>	=	\$ 59.26
	44		
2019/2020 Assessment	<u>\$ 2,607.14</u>	=	\$ 59.26
	44		

District No. 28 Meadowood Ph.3 Fiscal Year 2019/2020 Approved CPI 2004 (Adjustment 2004) Maximum Assessment \$1,808.45
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<i>Estimated Accumulated Costs 2018/2019</i>	\$	452.90
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Maintenance:	lighting:	17 ea. @ 5,800 lumens 9 ea. @ 9,500 lumens
Project Management:	78	lots
Fund Balance:	\$	861.16

1. Utilities	17 @ 5,800 lumens	@	\$	30.21	=	\$	513.57
	9 @ 9,500 lumens:	@	\$	36.27	=	\$	326.43
2. Printing	1	@	\$	50.00	=	\$	50.00
						\$	890.00

Maintenance	\$	890.00	x	1	=	\$	890.00
Administrative Fee	\$	890.00	x	\$ 0.10	=	\$	89.00
County Fee		78	x	1.00/per lot	=	\$	78.00
Reserves 15% of total cost of maintenance					=	\$	133.50
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	\$	-
						\$	1,190.50

Estimated Cost Per Year	\$	<u>1,190.50</u>	=	\$	15.26
		78			

$$\frac{\text{2018/2019 Assessment}}{78} = \$ 15.26$$

2019/2020 Assessment \$ 1,190.50 = \$ 15.26

District No. 29 River Springs, Phase 3
Fiscal Year 2019/2020
Approved CPI 2007
Maximum Assessment \$751.74

Estimated Accumulated Costs 2018/2019 \$ 179.36

Maintenance: lighting 9 ea. @ 5,800 lumens
Project Management: 36 lots
Fund Balance: \$ 900.38

1. Utilities	9 @ 5,800 lumens	@ \$	104.16	=	\$	937.44
2. Printing	1	@ \$	50.00	=	\$	50.00
					\$	<u>987.44</u>

Maintenance	\$	987.44	x	1	=	\$	987.44
Administrative Fee	\$	987.44	x	\$ 0.10	=	\$	98.74
County Fee		36	x	1.00/per lot	=	\$	36.00
Reserves 15% of total cost of maintenance					=	\$	148.12
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	\$	-
						\$	<u>1,270.30</u>

Estimated Cost Per Year	\$	<u>1,270.30</u>	=	\$	35.29
		36			

2018/2019 Assessment	\$	<u>712.64</u>	=	\$	19.80
		36			

2019/2020 Assessment	\$	<u>712.64</u>	=	\$	19.80
		36			

District No. 30 - Sierra Meadows Phase 1 Subdivision
Fiscal Year 2019/2020
Approved CPI 2006
(Adjusted 2006)
Maximum Assessment \$16,773.66

Estimated Accumulated Costs 2018/2019 \$ 7,821.25

Maintenance:	26,639	sq.ft. of landscaping area, 2739 feet of wall
Lighting:	32	23@ 5,800 lumens, 4@ 9,500 lumens, 5@ 16,000
Project Management:	56	lots
Fund Balance:	\$ 9,090.49	

1. Landscape	26,639	sq.ft.	@ \$	0.1900	=	\$	5,061.41
2. Graffiti Maintenance	26,639	sq.ft.	@ \$	0.0250	=	\$	665.98
3. Tree Maintenance	26,639	sq.ft.	@ \$	0.0500	=	\$	1,331.95
4. Weed Abatement	26,639	sq.ft.	@ \$	0.0100	=	\$	266.39
5. Graffiti Maintenance	26,639	sq.ft.	@ \$	0.0059	=	\$	157.17
6. Tree Maintenance	26,639	sq.ft.	@ \$	0.0040	=	\$	106.56
7. Postage	26,639	sq.ft.	@ \$	0.0060	=	\$	159.83
				<u>\$ 0.2909</u>			<u>\$ 7,749.29</u>

Maintenance	26,639	sq.ft.	@ x \$	0.29090	=	\$	7,749.29
Administrative Fee	\$ 7,749.29		x \$	0.10	=	\$	774.93
County Fee	56 lots		x \$1.00/per lot		=	\$	56.00
Reserves 15% of total cost of maintenance					=	\$	1,162.39
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit				=	=	\$	-
						<u>\$</u>	<u>9,742.61</u>

Estimated Cost Per Year	<u>\$ 9,742.61</u>	=	\$ 173.98
	56		

2018/2019 Assessment	<u>\$ 9,742.61</u>	=	\$ 173.98
	56		

2019/2020 Assessment	<u>\$ 9,742.61</u>	=	\$ 173.98
	56		

District No. 31 Williams Ranch Phase 2 & 3 Subdivision
Fiscal Year 2019/2020
Approved CPI 2006 (Adjusted 2006)
Maximum Assessment \$2,303.51

Estimated Accumulated Costs 2018/2019

\$ 3,186.13

Maintenance:	6,512	sq.ft. of landscaping area, 437 feet of wall
Lighting:	26	24@ 5,800 lumens, 2@ 16,000 lumens
Project Management:	85	
Fund Balance:	\$ (17,424.99)	

1. Landscape	6,512	sq.ft.	@ \$ 0.190	=	\$ 1,237.28
2. Graffiti Maintenance	6,512	sq.ft.	@ \$ 0.025	=	\$ 162.80
3. Tree Maintenance	6,512	sq.ft.	@ \$ 0.130	=	\$ 846.56
4. Postage	6,512	sq.ft.	@ \$ 0.010	=	\$ 65.12
5. Utilities	6,512	sq.ft.	@ \$ 0.080	=	\$ 520.96
6. Printing	6,512	sq.ft.	@ \$ 0.010	=	\$ 65.12
7. Repair/Maintenance	6,512	sq.ft.	@ \$ 0.040	=	\$ 260.48
			<u>\$ 0.485</u>		<u>\$ 3,158.32</u>

Maintenance	6,512	sq.ft.	x \$ 0.485	=	\$ 3,158.32
Administrative Fee	\$ 3,158.32		x \$ 0.10	=	\$ 315.83
County Fee	85 lots		x \$1.00/per lot	=	\$ 85.00
Reserves 15% of total cost of maintenance				=	\$ 473.75
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit				=	\$ 1,742.50
					<u>\$ 5,775.40</u>

Estimated Cost Per Year	<u>\$ 5,775.40</u>	=	\$ 67.95
	85		
2018/2019 Assessment	<u>\$ 2,303.51</u>	=	\$ 27.10
	85		
2019/2020 Assessment	<u>\$ 2,303.51</u>	=	\$ 27.10
	85		

District No. 32 - Sunrise Villa Phase 1-3
Fiscal Year 2019/2020
Approved CPI 2006
Maximum Assessment \$1,513.54

Estimated Accumulated Costs 2018/2019

\$ 241.06

Maintenance: lighting 13ea. @ 5,800 lumens
Project Management: 54 lots
Fund Balance: \$ 1,184.15

1. Utilities	13 @ 5,800 lumens	@ \$	30.2100	=	\$	392.73
2. Printing	1	@ \$	50.0000	=	\$	50.00
					\$	<u>442.73</u>

Maintenance	\$	442.73	x	1	=	\$	442.73
Administrative Fee	\$	442.73	x	\$ 0.10	=	\$	44.27
County Fee		54	x	\$1.00/per lot	=	\$	54.00
Reserves 15% of total cost of maintenance					=	\$	66.41
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit				=	\$	118.42	
					\$	<u>725.83</u>	

Estimated Cost Per Year	\$	<u>725.83</u>	=	\$	13.44
		54			

2018/2019 Assessment	\$	<u>677.38</u>	=	\$	12.54
		54			

2019/2020 Assessment	\$	<u>677.38</u>	=	\$	12.54
		54			

District 34 - Meadow Breeze Phase 2
Fiscal Year 2019/2020
Maximum Assessment \$1,928.30

Estimated Accumulated Costs 2018/2019 \$ 1,497.36

Maintenance: Lighting: 14 each @ 5,800 lumens, 5 each @ 9,500 lumens
Project Management: 78 lots
Fund Balance: \$ (968.51)

1. Utilities	14 lumens @ \$30.21	=	\$	422.94
	5 lumens @ \$36.27	=	\$	181.35
2. Printing/Copying	1 @ \$50.00	=	\$	50.00
			<u>\$</u>	<u>654.29</u>

Maintenance	\$ 654.29 x 1	=	\$	654.29
Administrative Fee	\$ 654.29 x \$0.10	=	\$	65.43
County Fee	78 x \$1.00/per lot	=	\$	78.00
Reserves 15% of total cost of maintenance		=	\$	98.14
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit		=	\$	-
			<u>\$</u>	<u>895.86</u>

Estimated Cost Per Year	\$ <u>895.86</u>	=	\$	11.48
	78			

2018/2019 Assessment	\$ <u>895.86</u>	=	\$	11.48
	78			

2019/2020 Assessment	\$ <u>895.86</u>	=	\$	11.48
	78			

District 35 - Meadow Breeze Phase 1
Fiscal Year 2019/2020
Maximum Assessment \$1,001.39

Estimated Accumulated Costs 2018/2019 \$ 1,113.02

Maintenance: lighting: 9 lumens @ 5,800 each
Project Management: 44 lots
Fund Balance: \$ (503.74)

						Formula
1 Utilities	9 lumens	@	\$ 30.21	=	\$	271.89
2 Printing/Copying	1	@	\$ 36.27	=	\$	36.27
					\$	308.16

Maintenance	\$ 308.16	x	1	=	\$	308.16
Administrative Fee	\$ 308.16	x	\$ 0.10	=	\$	30.82
County Fee	44 lots	x	\$1.00/per lot	=	\$	44.00
Reserves 15% of total cost of maintenance					\$	148.12
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					\$	-
					\$	531.10

Estimated Cost Per Year			\$ 531.10			= \$ 12.07
			44			

2018/2019 Assessment			\$ 531.10			= \$ 12.06
			44			

2019/2020 Assessment			\$ 531.10			= \$ 12.06
			44			

District No. 37 - River View Phase 4 Subdivision
Fiscal Year 2019/2020
Approved CPI 2007
Maximum Assessment \$508.84

Estimated Accumulated Costs 2018/2019 \$ 220.07

Maintenance: lighting 5 ea. @ 5,800 lumens
Project Management: 17 lots
Fund Balance: \$ 251.53

1. Utilities	5 @ 5,800 lumens	@ \$	30.2100	=	\$	151.05
2. Printing	1	@ \$	50.0000	=	\$	50.00
3. Postage	17	@ \$	0.4900	=	\$	8.33
					\$	209.38

Maintenance	\$	209.38	x	1	=	\$	209.38
Administrative Fee	\$	209.38	x	\$ 0.10	=	\$	20.94
County Fee		17	x	\$1.00/per lot	=	\$	17.00
Reserves 15% of total cost of maintenance					=	\$	31.41
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	\$	-
						\$	278.73

Estimated Cost Per Year	\$	<u>278.73</u>	=	\$	16.40
		17			

2018/2019 Assessment	\$	<u>278.73</u>	=	\$	16.40
		17			

2019/2020 Assessment	\$	<u>278.73</u>	=	\$	16.40
		17			

District 38 - Ranch Victoria, Phase 1 Subdivision
Fiscal Year 2019/2020
Maximum Assessment \$529.89

Estimated Accumulated Costs 2018/2019 \$ 526.69

Maintenance: lighting: 2 lumens @ 5,800 each
Project Management: 6 lots
Fund Balance: \$ (75.58)

					Formula
1 Utilities	2 lumens	@ \$	30.21	=	\$ 60.42
2 Printing/Copying	1	@ \$	50.00	=	\$ 50.00
					\$ 110.42

Maintenance	\$ 110.42	x	1	=	\$ 110.42
Administrative Fee	\$ 110.42	x \$	0.10	=	\$ 11.04
County Fee	6	x \$1.00/per lot		=	\$ 6.00
Reserves 15% of total cost of maintenance					\$ 148.12
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit =					\$ -
					\$ 275.58

Estimated Cost Per Year	<u>\$ 529.89</u>		6	=	\$ 88.32
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2018/2019 Assessment	<u>\$ 529.89</u>		6	=	\$ 88.32
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2019/2020 Assessment	<u>\$ 529.89</u>		6	=	\$ 88.32
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District 39 - Williams Ranch Phase 4 Subdivision

Fiscal Year 2019/2020

Maximum Assessment \$1,207.85

Estimated Accumulated Costs 2018/2019 \$ 302.77

Maintenance: lighting: 17 lumens @ 5,800 each
 Project Management: 59 lots
 Fund Balance: \$ 645.98

						Formula
1 Utilities	17 lumens	@	\$ 30.21	=	\$	513.57
2 Printing/Copying	1	@	\$ 50.00	=	\$	50.00
					\$	563.57

Maintenance	\$ 563.57	x	1	=	\$	563.57
Administrative Fee	\$ 563.57	x	\$ 0.10	=	\$	56.36
County Fee	59	x	\$1.00/per lot	=	\$	6.00
Reserves 15% of total cost of maintenance				=	\$	148.12
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit				=	\$	-
					\$	774.05

Estimated Cost Per Year	\$	774.05				13.12
		59				

2019/2020 Assessment	\$	774.05				13.12
		59				

District No. 40 - Amalene Estates
Fiscal Year 2019/2020
Approved CPI 2007 (Adjusted 2007)
Maximum Assessment \$7648.22

Estimated Accumulated Costs 2018/2019 \$ 2,944.41

Maintenance:	5,445	sq. ft. of landscaping area, 736 ft. of wall
Lighting:	16	ea. @ 5,800 lumens, 1 ea. @ 16,000 lumens
Project Management:	26	lots
Fund Balance:	\$ (4,138.62)	

1. Landscape	5,445	sq.ft.	@	\$ 0.190	= \$	1,034.55
2. Graffiti Maintenance	5,445	sq.ft.	@	\$ 0.025	= \$	136.13
3. Tree Maintenance	5,445	sq.ft.	@	\$ 0.130	= \$	707.85
4. Postage	5,445	sq.ft.	@	\$ 0.010	= \$	54.45
5. Utilities	5,445	sq.ft.	@	\$ 0.080	= \$	435.60
6. Printing	5,445	sq.ft.	@	\$ 0.010	= \$	54.45
7. Repair/Maintenance	5,445	sq.ft.	@	\$ 0.040	= \$	217.80
				<u>\$ 0.485</u>		<u>\$ 2,640.83</u>

Maintenance	5,445	sq.ft.	x	0.485	= \$	2,640.83
Administrative Fee	\$ 2,640.83		x	\$0.10	= \$	264.08
County Fee	26		x	\$1.00/per lot	= \$	26.00
Reserves	15% of total cost of maintenance				= \$	396.12
Eliminate deficit fund balance over 10 years - 10% of fund deficit					= \$	265.59
						<u>\$ 3,592.62</u>

Estimated Cost Per Year	<u>\$ 3,592.62</u>	= \$	138.18
	26		

2018/2019 Assessment	<u>\$ 3,592.62</u>	= \$	138.18
	26		

2019/2020 Assessment	<u>\$ 3,592.62</u>	= \$	138.18
	26		

District 44 - Summit Estates Phase 1 Subdivision
Fiscal Year 2019/2020
Maximum Assessment \$5,629.48
(Adjusted 2008)

Estimated Accumulated Costs 2018/2019 \$ 3,917.47

Maintenance: 4,300 sq.ft. of landscaping area, 242 ft. of wall, and
20 ea. @ 5,800 lumens, 3 ea. @ 9,500 lumens
Project Management: 69
Fund Balance: \$ 1,199.69

1. Landscape	4,300	sq.ft. @ \$	0.400	=	\$	1,720.00
2. Graffiti Maintenance	4,300	sq.ft. @ \$	0.025	=	\$	107.50
3. Tree Maintenance	4,300	sq.ft. @ \$	0.100	=	\$	430.00
4. Postage	4,300	sq.ft. @ \$	0.010	=	\$	43.00
5. Utilities	4,300	sq.ft. @ \$	0.080	=	\$	344.00
6. Printing	4,300	sq.ft. @ \$	0.010	=	\$	43.00
7. Repair/Maintenance	4,300	sq.ft. @ \$	0.040	=	\$	172.00
			<u>\$ 0.665</u>	=	<u>\$</u>	<u>2,859.50</u>

Maintenance	4,300	sq.ft. x \$	0.665	=	\$	2,859.50
Administrative Fee	\$ 2,859.50	x \$	0.10	=	\$	285.95
County Fee	69	x \$1.00/per lot		=	\$	69.00
Reserves	15% of total cost of maintenance			=	\$	428.93
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit				=	\$	-
					<u>\$</u>	<u>3,643.38</u>

Estimated Cost Per Year \$ 3,643.38
69 = \$ 52.80

2018/2019 Assessment \$ 3,643.38
69 = \$ 52.80

2019/2020 Assessment \$ 3,643.38
69 = \$ 52.80

District No. 46- Moorea Manor
Fiscal Year 2019/2020
Approved CPI 2009
Maximum Assessment \$4202.28

Estimated Accumulated Costs 2018/2019 \$ 1,042.09

Maintenance:	1,460		sq. ft. of landscaping area, 286 ft. of wall
Lighting:	4		ea. @ 5,800 lumens
Project Management:	16		lots
Fund Balance:	\$ 1,032.35		

1. Landscape	1,460	sq.ft.	@	\$ 0.190	=	\$ 277.40
2. Graffiti Maintenance	1,460	sq.ft.	@	\$ 0.025	=	\$ 36.50
3. Tree Maintenance	1,460	sq.ft.	@	\$ 0.130	=	\$ 189.80
4. Postage	1,460	sq.ft.	@	\$ 0.010	=	\$ 14.60
5. Utilities	1,460	sq.ft.	@	\$ 0.080	=	\$ 116.80
6. Printing	1,460	sq.ft.	@	\$ 0.010	=	\$ 14.60
7. Repair/Maintenance	1,460	sq.ft.	@	\$ 0.040	=	\$ 58.40
				\$ 0.485		\$ 2,640.83

Maintenance	1,460	sq.ft.	x	0.485	=	\$ 708.10
Administrative Fee	\$ 2,640.83		x	\$0.10	=	\$ 264.08
County Fee	16		x	\$1.00/per lot	=	\$ 16.00
Reserves	15% of total cost of maintenance				=	\$ 396.12
Eliminate deficit fund balance over 10 years - 10% of fund deficit					=	\$ -
						\$ 1,384.31

Estimated Cost Per Year	\$ 1,384.31	=	\$ 86.52
	16		

2018/2019 Assessment	\$ 1,384.31	=	\$ 86.52
	16		

2019/2020 Assessment	\$ 1,384.31	=	\$ 86.52
	16		

Annexation No. 3 Porter Creek, District No. 2 North Creek, District No. 6 Creekview Fiscal Year 2019/2020

Estimated Accumulated 2018/2019

\$18,307.66

Maintenance:	125,477	sq.ft. of landscaping
Project Management:	297	lots, lighting 5 lumens @ 5,800
Fund Balance:	\$ 24,872.56	

Maintenance

1. Landscape/Tree Maintenance	125,477	@ \$	0.125	=	\$	15,684.63
2. Grafitti Maintenance	125,477	@ \$	0.02	=	\$	2,509.54
3. Postage	125,477	@ \$	0.005	=	\$	627.39
4. Utilities	125,477	@ \$	0.06	=	\$	7,528.62
5. Printing	125,477	@ \$	0.005	=	\$	627.39
6. Repair/Maintenance	125,477	@ \$	0.01	=	\$	1,254.77
			<u>0.225</u>	=	\$	<u>28,232.33</u>

Maintenance	125,477	\$	0.225	=	\$	28,232.33
Administrative Fee	\$ 28,232.33	x	\$0.10	=	\$	2,823.23
County Fee	297 lots	@ \$1.00/per lot		=	\$	297.00
Reserves 15% of total cost of maintenance				=	\$	4,234.84
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit				=	\$	-
		Total			\$	<u>35,587.40</u>

Estimated Cost Per Year:	<u>\$ 35,587.40</u>	=	\$	119.82
	297			

2018/2019 Assessment	<u>\$ 34,319.40</u>	=	\$	115.54
	297			

2019/2020 Assessment	<u>\$ 34,319.40</u>	=	\$	115.54
	297			

Westwood Estates Consolidated
District 1 Westwood Estates Subdivision,
Annexation 5 - Westwood Estates Unit 4 & Unit 5 Subdivision
District No. 12 - Westwood Estates Unit 5, Phase 2 Subdivision
Fiscal Year 2019/2020

Estimated Accumulated Costs 2018/2019 \$ 15,199.90

Maintenance: 47,462 sq. ft. of landscaping are (30/74 of 5450 sq.ft.)
Project Management: 207 lots
Fund Balance: \$ 7,858.70

1. Landscape	47,462	sq.ft.	@	\$ 0.170	=	\$ 8,068.54
2. Graffiti Maintenance	47,462	sq.ft.	@	\$ 0.020	=	\$ 949.24
3. Postage	47,462	sq.ft.	@	\$ 0.005	=	\$ 237.31
4. Utilities	47,462	sq.ft.	@	\$ 0.120	=	\$ 5,695.44
5. Printing	47,462	sq.ft.	@	\$ 0.005	=	\$ 237.31
6. Repair/Maintenance	47,462	sq.ft.	@	\$ 0.020	=	\$ 949.24
				<u>\$ 0.340</u>		<u>\$ 16,137.08</u>

Maintenance	47,462	sq.ft.	x	0.340	=	\$ 16,137.08
Administrative Fee	\$ 16,137.08		x	\$0.10	=	\$ 1,613.71
County Fee	207		x	\$1.00/per lot	=	\$ 207.00
Reserves	15% of total cost of maintenance				=	\$ 2,420.56
Eliminate deficit fund balance over 10 years - 10% of fund deficit					=	\$ -
						<u>\$ 20,378.35</u>

Estimated Cost Per Year \$ 20,378.35 = \$ **98.45**
207

2018/2019 Assessment \$ 18,364.44 = \$ **88.72**
207

2019/2020 Assessment \$ 18,364.44 = \$ **88.72**
207

This concludes the 2019/2020 Landscape and Lighting District Engineer's Report.
Javier Sanchez, Jr., 70356



RESOLUTION NO.: -2019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE ORDERING THE CONTINUED MAINTENANCE OF LANDSCAPING AND LIGHTING MAINTENANCE DISTRICTS AND CONFIRMING THE ENGINEER'S REPORT AND ASSESSMENT FOR 2019-2020 FISCAL YEAR

WHEREAS, the City Council of the City of Porterville did on the 16th day of July, 2019 adopt its Resolution of Intention No. 51-2019 to order the therein described work in connection with the continuation of assessment procedures in Landscape and Lighting Maintenance Districts, which Resolution of Intention No. 51-2019 was duly and legally published in the time, form and manner as required by Law, shown by the Affidavit of Publication of said Resolution of Intention on file in the Office of the City Clerk; and

WHEREAS, said City Council having duly received and considered evidence, oral and documentary, concerning the jurisdiction facts in the proceeding and concerning the necessity for the contemplated work and the benefits to be derived there from, and said City Council having now acquired jurisdiction to order the proposed work;

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

SECTION 1. **IT IS HEREBY RESOLVED** by the City Council of the City of Porterville that the public interest and convenience require the continuation of assessment procedures for the districts, and said City Council hereby orders that the work and assessment, as set forth and described in said Resolution of Intention No. 51-2019 be done and made; and

SECTION 2. **BE IT FURTHER RESOLVED** that the report filed by the Engineer is hereby finally approved; and

SECTION 3. **BE IT FURTHER RESOLVED** that the assessments for fiscal year 2019-2020 and method of assessment in the Engineer's Report are hereby approved; and

SECTION 4. **BE IT FINALLY RESOLVED** that the assessments are in compliance with California Code, that they are without regard to property valuation, and in compliance with Chapter 1, Article 4, and Chapter 3, Division 15 of the Streets and Highway Code allowing the placement of the charge on the tax roll for collection.

APPROVED, PASSED AND ADOPTED this 6th day of August, 2019.

Martha A. Flores, Mayor

ATTEST:

John D. Lollis, City Clerk

By:

Patrice Hildreth, Chief Deputy City Clerk



CITY COUNCIL AGENDA – AUGUST 6, 2019

SUBJECT: Phase 1 - Transit Service Modifications

SOURCE: Public Works

COMMENT: At the City Council meeting of July 2, 2019, staff scheduled an agenda item covering staff's recommended strategies to improve the City's public transit system. Staff presented and proposed a phased approach intended to make Porterville Transit financially compliant with state and federal requirements, easier to understand and use, increased frequency and expansion, and new mobility on demand services. After such review, the Council directed staff to proceed with a Public Hearing to be scheduled for July 16, 2019, to consider implementing the following Phase 1 Transit Service Modifications proposed to be effective August 1, 2019:

Phase 1 - Proposed transit service hour reduction to address Transit Development Act (TDA) farebox recovery requirements and low-productivity night service:

- Reduced Weekday service (Monday - Friday) from 6:00 a.m. to 11:00 p.m. to 6:00 am to 8:00 p.m., and;

- Reduced Saturday service from 8:00 a.m. to 11:00 p.m. to 8:00 a.m. to 8:00 p.m.

The American with Disabilities Act (ADA) requires public transit agencies that provide fixed route service to provide "complementary paratransit" service to people with disabilities who cannot use the fixed route bus because of a disability. In general, ADA complementary paratransit service must be provided within 3/4-mile of a bus route, at the same hours and days, for no more than twice the regular fixed route fare. Therefore, the proposed transit service modifications will impact all nine (9) fixed routes and the complementary paratransit (Dial-A-Ride) service.

A fixed route key performance indicator for service effectiveness is measured by the average number of passengers per revenue hour. The standard for fixed route service effectiveness is 15 passengers per hour. Currently, fixed route averages fifteen (15) passengers per hour between the hours of 7:00 a.m. to 5:00 p.m. From the hours between 6:00 p.m to 8:00 p.m. fixed route averages ten (10) passengers per hour, and from 8:00 p.m. to 11:00 p.m. the average passenger per hour is less than seven (7).

The standard for paratransit service effectiveness is three (3) passengers per revenue hour. The current average passenger per revenue hour is 4.2, and reduces to two (2) passengers after 7:00 pm.

The following table represents the current transit service hours for the Cities of Porterville, Visalia, Tulare, and County of Tulare:

<u>Agency</u>	<u>Weekday</u>	<u>Saturday</u>	<u>Sunday</u>
Porterville	6:00 am - 10:40 pm	8:00 am - 10:40 pm	8:00 am - 6:00 pm
Visalia	6:00 am - 10:00 pm	8:00 am - 7:00 pm	8:00 am - 7:00 pm
Tulare	6:15 am - 9:15 pm	8:15 am - 6:30 pm	8:15 am - 6:30 pm
County	5:25 am - 7:53 pm	9:45 am - 6:40 pm	9:45 am - 6:40 pm

The following table represents staff's proposed changes to transit service hours:

<u>Agency</u>	<u>Weekday</u>	<u>Saturday</u>	<u>Sunday</u>
Porterville	6:00 am - 8:00 pm	8:00 am - 8:00 pm	8:00 am - 6:00 pm
Visalia	6:00 am - 10:00 pm	8:00 am - 7:00 pm	8:00 am - 7:00 pm
Tulare	6:15 am - 9:15 pm	8:15 am - 6:30 pm	8:15 am - 6:30 pm
County	5:25 am - 7:53 pm	9:45 am - 6:40 pm	9:45 am - 6:40 pm

The draft Regional Transit Coordination Study by the Tulare County Association of Governments (TCAG) proposes the following changes to transit service hours:

<u>Agency</u>	<u>Weekday</u>	<u>Saturday</u>	<u>Sunday</u>
Porterville	6:00 am - 9:00 pm	8:00 am - 6:00 pm	8:00 am - 6:00 pm
Visalia	6:00 am - 9:00 pm	8:00 am - 6:00 pm	8:00 am - 6:00 pm
Tulare	6:15 am - 8:15 pm	8:15 am - 6:30 pm	8:15 am - 6:30 pm
County	5:25 am - 7:53 pm	9:45 am - 6:40 pm	9:45 am - 6:40 pm

Staff estimates that the service reduction, for both fixed route and paratransit, will reduce approximately 8,450 annual service hours and reduce operating expenses by \$219,000.

At its meeting of July 16, 2019, having conducted the Public Hearing and received comments in regards to the proposed service reductions, the Council continued its deliberations to its meeting of August 6, 2019, desiring further information in regards to TCAG's draft study and the City's plan to provide mobility on demand services. At the Council's August 6th meeting, TCAG staff will present on its draft study and receive comments from the Council in regards to the study's recommendations in improved coordination and the formation of a regional joint powers authority, which has been provided as an attachment for Council's reference. Staff is still working to define the plan for anticipated mobility on demand services, which staff requests the Council to continue its deliberations to the meeting of August 20, 2019.

RECOMMENDATION: That the City Council, having conducted the Public Hearing on July 16, 2019, consider the information presented by TCAG staff on the draft Regional Transit Coordination study, and continue its deliberations to implement Phase 1 modifications to the City's Public Transit System to its meeting of August 20, 2019.

ATTACHMENTS:

1. TCAG Draft Regional Transit Coordination Study
2. TCAG Draft Regional Transit Coordination Study - TDA Funds Recommendations
3. Staff Report - July 2, 2019
4. Staff Report - July 16, 2019

Appropriated/Funded:

Review By:

Department Director:

Javier Sanchez, Assistant City Engineer

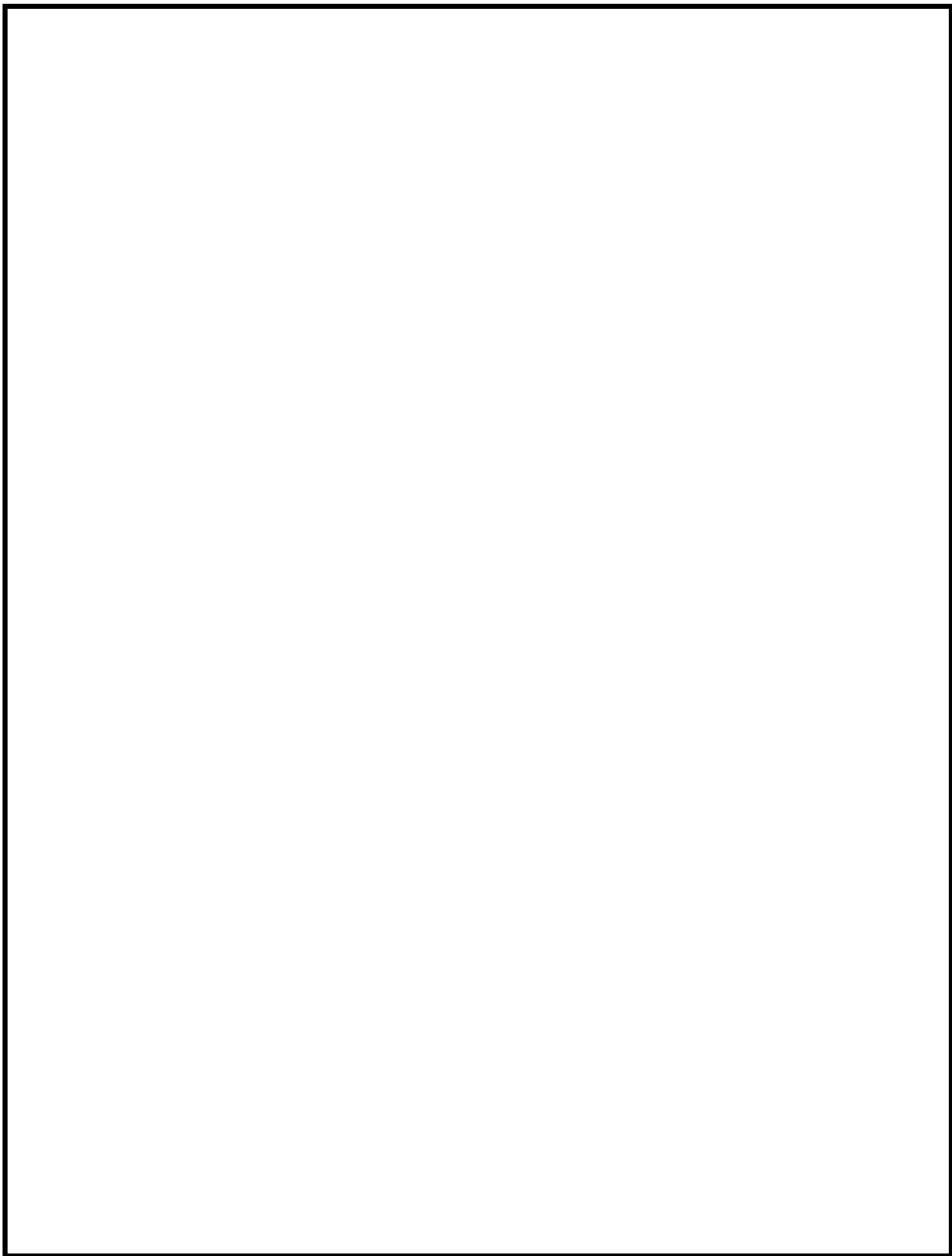
Final Approver: John Lollis, City Manager

Tulare County of Governments

Regional Transit Coordination

Draft Final Report – for Review

SBLB, LLC in association with Multimodal Solutions
6-14-2019



Section 1

Executive Summary

The Regional Transit Coordination Study is designed to assess the potential for the evolution of the six transit systems in Tulare county into a regional network that offers citizens in the urbanized areas improved mobility and improved economic productivity while maintaining the rural transit connections.

Planning and Regulatory Context

The 2017 Tulare County Long Range Transit Plan identified 35 action plan items in eight functional areas. The Regional Transit Coordination Study addresses several of those items:

1. Implement Countywide Performance Metrics
2. Create Cooperative Governance Covenant with All Transit Operators
3. Consider Joint Powers Authority (JPA) Among Transit Providers
4. Consider Feasibility of Volunteer Driver Programs
5. Consider Flexible Service including Community Shuttles
6. Consider Flexible Services as Those Offered by Transportation Network Companies (TNC)
7. Expand Vanpool Programs
8. Develop Bus Stop Improvement Program

A clear understanding of the Transportation Development Act Statutes and California Code of Regulations guides the study. Among the key features are these PUC sections:

99222	Funds available are to be fully expended to meet transit needs
99230	Transportation Planning Agency determines amount allocated to each claimant based on relative needs of each claimant for purposes for which fund was intended
99231	City or county providing transit service may file claim up to the apportionment
99268	Allows operator to supplement fare revenues with nonstate, nonfederal revenue
99400	Allows Local Transportation Fund (LTF) claims to the TPA for local roads after unmet needs process
99401	TPA adopts rules for submission of claims, stating criteria for evaluation
99401.5	Unmet Needs process requires annual public comments and analysis
99401.6	If there are no unmet needs that are reasonable to meet, TPA may allocate funds for roads

It is important to keep in mind that the LTF funding process includes three local steps:

Apportionment – TPA apportions LTF by population

Allocation – Discretionary action by TPA for specific claimant for specific purpose

Payment – County auditor makes claim payments by instruction from TPA

The balance to be struck by the TPA LTF funding criteria is the point at which reasonable unmet needs have been met and the economic productivity exceeds the fare recovery requirements.

This allows the remaining LTF to be considered for road needs. In a county the size of Tulare, these will be critical.

The coordination of the six transit systems can be accomplished slowly or rapidly; through adoption of the Joint Powers Authority structure or through TPA funding criteria in a less structured method.

The challenge of reaching these funding balance points is straightforward in a stable transit demand environment, or one of modest growth for transit trip generation. The last few years have presented a challenge of a different type.

Transit System Operating Environment

The transit demand environment changed dramatically due to external forces in 2015 and 2016. These forces were not caused by a deterioration in transit service quality or quantity. The six systems in Tulare continue to offer customers reasonable fares, safe operation, reliable trips, above average service frequency and service hours span, superior transit stops in most locations with attention to multiple customer information connections for route and schedule choices, and high-quality transit centers.

The transit demand decreased due to a rapid change in employment, wages, availability of subprime auto loans for liquidity, and availability of driver's licenses. Rarely have these four occurred simultaneously. Average weekly wages in California increased 6.7% in the twelve months ending in December 2016. The period from April, 2015 through December, 2016 included seven consecutive fiscal quarters of subprime auto loan origination exceeding \$20 billion. The number of driver's licenses provided to undocumented California residents increased by over 800,000 during the two years ending December 2016.

Evidence that this was not confined to Tulare county includes the two year (2015-2016) decrease in national bus ridership reported by members of the American Public Transportation Association (APTA) totaling 6.9%. More striking was the California transit ridership impacts in ONE year (2016): 5.7% decrease (San Diego), 8.5% decrease (San Jose), 8.9% decrease (Los Angeles), 9.4% decrease (Orange County), and 13.9% decrease (Antelope Valley).

These factors have begun to normalize, the subprime auto loans are decreasing, the employment rate of increase has slowed, the increase in licenses has slowed.

Against this 2016 – 2017 backdrop, the decrease in fare recovery ratio of the six systems in Tulare from over 20% to an average of less than 12% was predictable considering the service hours increased 13% and the riders decreased 14%.

Study Overview

To analyze the challenges and the potential of the transit coordination strategies, the following sections offer detailed measures of the issues, perspectives of coordination in other transit systems, innovation of alternative transit solutions, the four strategies that can improve the productivity and two different coordinated service models combined with three mobility alternatives that could yield the anticipated results.

Section 1 summarizes the findings of the analysis.

Section 2 describes the changes in service levels, ridership, operating costs, revenue, cost per passenger, cost per hour and cost per mile. The findings point to the need for prompt remedial action. The increase in the cost of transit contractor agreements makes action critical.

Section 3 examines the potential for coordination to improve efficiency from the results of other systems that faced similar challenges. It explains how other transit systems have added service or lowered costs through coordination strategies. The possible savings seems clear even without service modifications, through coordination of administrative activities. The case study summaries offer specific guidance on how to create these solutions.

Section 4 identifies innovations in use today in other markets to use transportation network companies or similar strategies to generate new first/last mile connections, late night service and small zone door to door service. The latest developments in mobile ticketing and smart card fare technology are the focus of nine case study summaries.

Section 5 explains the comparison of the six Tulare systems in relation to a peer group of California transit systems. The comparison reveals more than 20% higher costs per hour in the peers, but more than 20% higher ridership productivity in the same systems. The four methods of increasing economic productivity are assessed: increasing riders, increasing fares, coordinating administrative functions and coordinating and modifying service.

Section 6 assesses the Clean Slate Model and the One Region Model, two types of coordinated service models presented to optimize mobility choices while minimizing unproductive service. Many of the service modifications are so clear we might expect some of these to be implemented before this report is completed. The normal budgeting and service plan processes may lead to several changes.

Section 7 explains the details of the three recommended transit mobility alternatives. The volunteer driver program will not displace the existing Demand Response service, but would provide several trips that are not met. There are many programs of this type throughout the nation. The volunteers are often younger retirees or young adults. California is one of the leaders in the nation for programs of this type,

none of the programs replace the ADA service in the community, but there are 59 programs of this type in the state, (National Center for Mobility Management, 2019). The service substitute for late evening trips could be established using the existing demand response fleet. Since virtually every late evening trip that would be reduced is solely serving the “take home” trip, the vans simply eliminate unused miles of the last fixed route trips. The car share hourly rental program allows those who do not own a car, but do not have time to ride transit for a longer trip to rent the car for an hour or two. There are 79 programs of this type on college campuses and several others including citywide operations in 12 cities, three hotel/apartments and the Victor Valley Transit Authority in California.

Conclusion

Tulare can be proud of the accomplishments of the six transit systems. The services offered to the customers are safe, customer friendly, moderately priced, and reliable. The fleets are above average for the most part and the transit centers and passenger stops are exceptional.

These transit systems remain challenged by the economic environment.

The national decrease in bus transit passengers was even more dramatic in California.

The population density in the urbanized areas of Tulare are higher than that found in many larger transit systems. The portion of transit trips used for the daily journey to work is low, 0.7% compared to the national average (over 5%). There are few systems in the nation that offer a route with 15-minute service frequency in a city with a large portion of free parking in the central business district.

Each of these issues are predictable given the rural nature of the Tulare county economy and the rapid growth of the urbanized areas within the county. Any county that is facing the transition from predominantly rural transit demand to predominantly urban transit demand would face challenges in changing allocations to focus more on route productivity and less on population.

The strategies presented as recommendations in Section 6 are carefully chosen based on comparisons to practical methods used around the country. The Joint Powers Authority structure is strongly recommended but the objectives of improved matching of funding and productivity can be accomplished in several manners. The coordinated services and coordinated organization envisioned in the One Region Model have a net impact of saving more than \$1 million per year after adding several low-cost mobility choices. The impact on fare recovery ratio is expected to exceed 4%. The impact of these changes plus coordination of the administrative functions is expected to exceed 5%.

Section 2

CURRENT CONDITIONS

Section 2.1 – Confluence of Unusual Developments

The existing organization structures, funding formulas, population growth, economic growth and federal and state policies have combined for an unusual pattern of service increases and ridership decreases. Tulare includes six transit systems that are each striving to provide exceptional customer service with modern facilities and equipment in a manner that balances two competing objectives. The need to serve as prudent stewards of public resources must be optimized with the need for frequent service close to the trip origins and destinations.

Compared to other transit markets in the nation, the combination of Federal Transit Administration and Transportation Development Act funding provides predictable funding that exceeds the norm. The rural economy has grown such that the urbanized areas that support that economy are becoming more dense than other transit markets in counties with similar population size. Normally that is a predicate of high transit use.

Though the growth in the employment sectors other than agriculture have continued at a normal pace, the density of those jobs has not been concentrated. The 95 vanpools that have a capacity of 300,000 passenger trips per year is a perfect illustration of this issue. The 95 vanpools have destinations that are widely dispersed both inside and outside Tulare county. This low-density growth of employment is a predicate of low transit use.

The unmet needs process of the TDA LTF funding cycle leads to service additions each year if those individual service changes are “reasonable to meet” and the existing service meets the productivity required in the TDA reporting process.

Between 2012 and 2017 there have been dramatic changes in the amount of riders, transit service miles and hours, and operating costs. Had this occurred during a period of slightly rising demand for transit, the five-year change in productivity would have been modest.

But this five-year period led to significant ridership changes. These changes were not unique to Tulare County. Due to rapid increases in the employment and wage rates during the later years of the five-year period the demand for autos and trucks changed quickly. The ease of access to loans through the subprime market accelerated the trend. Changes in Tulare were large, but changes in other California markets were larger. Each of the California markets also experienced a large number of undocumented residents receiving their first operator license.

Section 2.2 - Measures of Productivity Changes

The most significant metrics are indicated in Table 2.1 below:

Table 2.1

Comparison of Transit Performance Metrics, 2012 v. 2017

(The six Tulare county transit systems are combined in this summary view).

	2012	2017	Change
Hours	220,937	286,846	30% increase
Miles	3,554,814	4,598,480	29% increase
Riders	3,208,493	2,904,502	9% decrease
Operating Cost	\$14,120,605	\$21,308,276	51% increase
Riders per Hour	14.52	10.13	30% decrease
Cost per Rider	\$4.40	\$7.34	67% increase
Fare Recovery	25%	12%	52% decrease

Source: National Transit Database reports, Triennial TDA audits

The nine percent ridership decrease would have been greater if not for the service increases. But the cost per rider increase of 67% is quite high due to the combination of the service increases at the time of demand decrease.

Section 2.3 – Implications for TDA LTF Financial Uses Sustainability

The TDA LTF may be used for transit operations and capital, planning, pedestrian and active transportation, community transit services, stations and rail projects. If certain conditions are met the counties of 500,000 population or smaller may use available LTF funds for streets and roads. The three-step funding process includes:

1. Apportionment – TPA (TCAG) apportions LTF by population
2. Allocation – Discretionary action by TPA (TCAG) for specific claimant for specific purpose
3. Payment – County auditor makes claim payments by instructions from TPA (TCAG)

Ten percent of the LTF is to be allocated for planning, audit expense, bike and pedestrian facilities and community transit services. The remaining 90% is first apportioned by population and second allocated to each claimant for the specific purpose that supports the objectives and legislative intent of the fund.

The pattern of TDA LTF funds use is presented in Table 2.2 below.

Table 2.2 Audited LTF Spending; Forecast of Spending if Trends Remain Constant

	Total LTF	Transit	Roads
Year			
Actual			
FY 2014	\$14.697 mill.	\$6,580 mill.	\$6,716 mill.
FY 2018	\$18.993	\$9.571	\$8.554
Forecast			
FY2023	\$24.501	\$13.974	\$10.527
FY2028	\$31.606	\$20.402	\$11.204
FY2033	\$40.771	\$29.787	\$10.984

Source: Report of Independent Auditors - TCAG Financial Statements

Table 2.1 clarifies the decrease in economic productivity. It is stark, but the market economy for transit was impacted by several unusual patterns simultaneously. Table 2.2 highlights the trend of LTF funds use. Looking five years back or fifteen years forward, questions of sustainability arise. The recommendations that are included in this study offer a reset of the future patterns based on a coordination of transit provision. Changes of this type would have a large impact on the patterns of funds use in the next fifteen years.

Prompt action is needed. New propulsion power for buses will bring much promise but some fiscal uncertainty and infrastructure costs. The decrease in transit demand of the last few years is a cycle that is now ending. New residents and eventually new rail customers will create new demands for service. Coordination strategies that offer over \$1 million in cost efficiency improvement are needed. These can be implemented gradually or rapidly. The do-nothing alternative is not practical.

Section 3

BEST PRACTICES REPORT – GOVERNANCE AND ORGANIZATION

Section 3.1 - What types of coordination are in process currently in Tulare County?

- Grant Review – TCAG

The region currently uses the metropolitan planning organization screening to coordinate the grant application process. Significant highway and transit projects that use Federal Highway Administration or Federal Transit Administration funds are submitted by sponsors to the regional review process.

- Transportation Development Act of 1971 (including Local Transportation Fund and State Transit Assistance)

Each Regional Transportation Planning Agency apportions the Local Transportation Fund within the county based on population, thereby conducting a basic coordination function.

- TDA Audits, (Fiscal Audits and Performance Audits) – Auditors designated by MPO, county transportation commission, or transit operator

Though it is not required that the MPO coordinate the selection and work of the fiscal auditors, it represents a logical step in coordination. TCAG is required to select the performance auditors as well.

- Unmet Transit Needs Hearings – Transportation Planning Agency

At least one public hearing must be conducted by the planning agency to determine the unmet transit needs. Since Tulare County is under 500,000 population, the TDA allows the LTF to be used for streets and roads if there are unused transit funds available. Comparing the street and road needs to the unmet transit needs is not allowed during the process of determining and documenting unmet transit needs that are reasonable to meet.

During the monthly meetings the coordination of holiday service, regional fares, ADA processes and free days are discussed and resolved. There are some debates, but significant progress on several of these issues is proof of the initial steps of coordinated policies.

- 2017 Tulare County Long Range Transit Plan

The September 2017 Long Range Transit Plan included these top ten priorities:

County-wide fare structure	partial implementation
County-wide transit map, rider guide, Google transit	implementation complete
Coordinated 20-year low emission bus procurement	pending
Expand intercity fixed routes	pending
Increase frequency of TCaT, Porterville routes	pending
Implement BRT along Mooney Boulevard	in review
Mobile app for all fixed route info (real time)	in review
Expand Transit Centers (Exeter, Lindsay)	in review
JPA for the six transit systems (eventual consolidation)	in review

- Regional Fare Structure – T-Pass

The regional transit pass is one step of coordination that both illustrates how useful these efforts can be and how important the association of government actions can be. The T-Pass provides unlimited rides throughout Tulare County for \$55 per month (31 day period). The regional pass does not supplant the local fare structures. But to the customer it provides a benefit.

There was some concern by transit operators that fare revenue could be diluted. The TCAG discussed the possibility of reimbursement for lost revenue. This was not needed after full consideration.

The College of the Sequoias transit pass is also regional in practice. The revenues are fairly distributed based on ridership and average miles per passenger.

- Regional Routes – 11x, TCaT

There are currently four intercity routes operated by TCaT that connect parts of the county. The 10 route connects Cutler-Orosi with Visalia. The 20 route connects Delano with Tulare. The 30 route connects Three Rivers and Woodlake with Visalia. The 40 route connects Porterville, Lindsay, Tulare and Visalia. The 11x route is operated by Visalia Transit and connects Tulare and Visalia with trips every 30 minutes for 15 hours per day. Trips from Tulare to Bakersfield are operated by Greyhound for fares of \$8 to \$18 per trip.

Section 3.2 - What models of cooperative processes are available?

- Coordination Challenges and Benefits

The current state of transit expense and revenue growth in the six transit systems of the TCAG region require a serious review of the potential benefits of innovation and coordination. The benefits include cost savings potential and customer use simplification. But there are challenges.

Before the Dallas and Fort Worth regions individually voted to create different transit authorities in 1983, the two attempted to pass a single transit authority which failed. It failed because the one cent sales tax was viewed as too high for the Fort Worth (Tarrant County) side, the rapid increase in service levels seemed too much for the same voters, and rail plans in the two were vastly different.

The types of coordination or consolidation that may best fit the citizens in Tulare County do not require a new local option sales tax, but it remains practical to consider the variance in transit needs among the six transit service areas. Visalia offers greater frequency and more routes than the other systems. Porterville and Visalia are implementing electric buses. Porterville plans to be the first 100% electric transit fleet in the state. Visalia and Porterville have invested in modern farebox technology. Mobile ticketing is in development in Porterville. Tulare has chosen less expensive fare collection technology. These differences do not tell which strategy is better, but it exemplifies a challenge that may impact the ability of the six systems to cooperate or consolidate. It does remind us how important it may be to consider the different choices that they have made.

The Atlanta region is currently enjoying a rapid transit development phase. But it is an overnight success that was forty-five years in the making. In 1968 the local option sales tax election failed that would have created MARTA. In 1973, the vote passed. The changes included lower fares, (benefited existing riders), the tax base changed from property tax to sales tax, (reduced anxiety of older property owners and exported some of the cost to visitors), and other items of busway and rail line alignment.

The Texas and Georgia examples are of larger urban areas, yet transit consolidation on a regional basis will always find challenges in the gap between what the larger community plans find important and what the smaller region or neighborhood or market segment finds important.

- Coordinated Public Information, Sales and Marketing

For a decade the Metropolitan Transit Authority of Nashville-Davidson County Tennessee and the Regional Transportation Authority agreed that their missions complimented each other, though important differences remained. That led to a large confluence of shared public information and marketing strategies. The coordinated efforts of carpools and vanpools led to joint work on the Guaranteed Ride Home Program.

These two efforts led to joint pass sales efforts and recommendations to the state legislature for improved funding; to the Tennessee Department of Transportation for rapid development of High Occupancy Vehicle lanes; and to the Federal Transit Administration and TnDOT for development of the first Commuter Rail line in the state.

- Consolidated Administration (grants, accounting, reporting, marketing)

The combination of Red Rose and BARTA in Pennsylvania offers a clear example of saving large amounts by consolidating the administrative functions while retaining the two transit system operations such that the riders of both systems noticed little difference. Policy decision makers realized savings, the state commended the efforts and the riders experienced a seamless transition.

- Joint Powers Authority

Joint Powers Authorities are a popular solution in California to solve the transition from city transit services or rural transit services to regional or countywide transit services. The organization structure is readily created, even if the political will takes months or years to solidify. The process is relatively simple (Article 1 Joint Powers Agreements Section 6502): "If authorized by their legislative or other governing bodies, two or more public agencies by agreement may jointly exercise any power common to the contracting parties, including, but not limited to, the authority to levy a fee, or tax...."

The ability to have joint ownership of assets and economic elements of the system is important. The ability to maintain a structure of some decentralized decisions make the process quite flexible. The fact that the agencies can create these agreements by local legislative action, rather than by voter referendum, leads to more flexibility. The fact that the combining entities may not create new powers, but may only combine existing powers, is a reason that the voters are often comfortable with the structures.

JPA's are not limited to transit services. Several counties have used the structure to provide more efficient education or public safety services. The concept is not new in Tulare County. There are Vocational Education, Groundwater Sustainability, and Regional Water Alliance JPA's in service currently.

The TCAG was formed by a Joint Powers Agreement in 1971. TCAG was designated as the Metropolitan Planning Organization in 1982. TCAG is also the Regional Transportation Planning Agency and the Transportation Authority created with the passage of Measure R to manage those activities.

- Regional Transit Authority or District

Should there be a reason that the regional coordination does not fit the Joint Powers Authority model, there are other structures to consider. The San Diego transit region has evolved over time. The dense southern portion of San Diego County had three city transit operations (San Diego, Chula Vista, National City) before the San Diego Trolley was completed. The original agreements led to the eventual state legislation that provides the regional planning framework and state and local funding needed for the bus

and rail services. The city bought the private company in 1967. The SB101 allowed the creation of the Metropolitan Transit Development Board. In 1980 the San Diego Trolley Inc. was formed. In 1981, the San Diego Trolley began service, within the five - year construction deadline. In 1985, the city completed the merger of the San Diego Transit Corporation into the Metropolitan Transit Development Board. In 2002, the County Transit System moved to the Metropolitan Transit Development Board.

Section 3.3 - What does consolidated service look like at comparable organization structures?

- Case 1 South Central Pennsylvania
Offers 800,000 reasons to consider consolidating transit administration
- Case 2 Victor Valley California
Provides blueprint in two-step consolidation
- Case 3 Solano County California
Offers a glimpse of a reluctant partner reaching agreement plus 800,000 reasons
- Case 4 Merced County California
Illustrates the combination of organizations while maintaining local decisions
- Case 5 Coachella Valley California
Shows how many smaller cities structure governance process and lead innovation
- Case 6 San Luis Obispo RTA California
Demonstrates that JPA can have two levels: one - administration, one - consolidation
- Case 7 Dutchess County New York
Example of straightforward merger of city service into larger county operation
- Case 8 Stigler Oklahoma
This rural area encompasses 9,800 square miles. The \$1.62 per mile cost is evidence of the inherent efficiency.

Case 1 – South Central Pennsylvania Transit Authority

The case identifies the possible solution that maintains two separate operations. The two operations look the same to customers as before. The savings of over \$800,000 was based on eliminating a variety of duplicative positions.

Combination – Red Rose Transit Authority; Berks Area Regional Transit Authority

Location – Berks County, Lancaster County, Pennsylvania

Impact to Customer – The services and look of the system did not change.

Important Details – Merger discussions began in September 2013 after unexpected death of executive.

A temporary eighteen-month agreement governed the initial interaction.

Impacts – Both five member boards continue. Both transit services continue. The ten-member combined board meets as the SCPTA. Projected first year savings \$830,000.

Case 2 – Victor Valley Transit Authority

The VVTA covers the cities and distances comparable to that of Tulare's six systems. The initial 1991 four cities included Hesperia, Adelanto, Apple Valley and Victorville. Barstow merger followed in 2015.

The initial four cities had very different approaches to wages and services. The later Barstow merger provided both parties several protections.

Combination – Apple Valley, Adelanto, Hesperia, and Victorville and portions of San Bernardino county were later joined by Barstow and larger portions of the county.

Location – There are now over 20 local governments that receive transit service from the JPA.

Impact to Customer – Fleet improvements, schedule improvements, facility improvements were significant. Customer reaction was favorable.

Important Details – The last twelve months before the Barstow merger, the parties joined in an intergovernmental agreement.

Impacts – Administrative savings were clear in both the first JPA establishment and the merger.

Barstow reported significant operations cost reductions.

Case 3 – SolTrans, Solano County Transit – Joint Power Authority

The City of Benicia had viewed the JPA skeptically, but through the course of the year the savings were clear. It is not uncommon for a smaller JPA participating government to be cautious regarding the future of their decision-making authority. It is often practical for the that entity to seek strategies to assure their members.

Combination – The City of Valencia began operation of Vallejo Transit in 1949. The City of Benicia started what is now the Benicia Breeze in 1986. The JPA is governed by a six-member Board of Directors including MPO and council members.

Location – The JPA provides fixed route and demand response to both cities. The fixed route service extends to Fairfield. Express service extends to Walnut Creek, Pleasant Hill and El Cerrito.

Impact to Customer – Benicia reluctantly agreed to a joint study of the merger in 2009. The final agreement was signed in 2010. The merger was completed in 2011. The mutual goals included maintaining service levels and promoting greater fund stability.

Important Details – The population of 234,000 is now served by 1.4 million trips per year.

Impacts – The first-year savings exceeded \$800,000.

Case 4 – Transit Joint Powers Authority of Merced County

The size and scope of the potential Tulare JPA is similar to that of Merced. To balance the rights and duties of the participants, the JPA has a ten-year term and then it must be renewed or the participant leaves. The exit clause is clear.

The JPA owns the assets but the local decisions direct the service that customers see.

Combination – Merced County and the incorporated cities of Merced, Atwater, Dos Palos, Gustine, Los Banos and Livingston are members.

Location – The JPA provides fixed route and demand response service in each of the participating areas. The eleven-member Board of Directors includes five county, six city appointees.

Impact to Customer – Current fixed routes total 27, in seven sectors.

Important Details – Assets are owned by JPA and local governments decide service amounts.

Impacts – The initial Consolidation Agreement was signed in January 1995, the consolidation took place on July 1996. The agreement was modified in 2013. The JPA includes a ten-year term and exit clause. The current structure includes grant administration by the MCAG, (analogous to TCAG).

The population of 269,000 is now served with 1.0 million transit trips per year.

Case 5 – Transit Joint Powers Authority of Coachella Valley

The JPA has a similar population to that of Tulare County. The eleven-member Board of Directors includes one from each of six cities and five from the county. This reflects the reality that there are significant urbanized population sectors but no large cities in the service area. Together they have been able to implement transit service innovations that would not have been practical for any individual city.

Combination – The 1977 JPA established the formal cooperation among the several cities and Riverside County. The initial cities were Coachella, Desert Hot Springs, Indio, Palm Springs and Palm Desert. The cities of Indian Wells, Cathedral City, La Quinta and Rancho Mirage were added later.

Location – Several of the cities are connected by I-10. The JPA provides fixed route and demand response service to the participating governments. The cities and county are balanced in representation.

Impact to Customers – The population of 443,000 receives 3.4 million revenue miles of service each year. The budget is \$38.9 million. Three of the routes are quite busy serving over two million annual trips (routes 14, 30, 111). The proximity to the large employment centers of the Los Angeles basin leads to these concentrations.

Important Details – The service funding flows through the Riverside County Transportation Commission, which is one division of the six county Southern California Association of Governments.

Impact – The population of 443,000 is served by 4.1 million trips annually.

Case 6 – Transit JPA San Luis Obispo County (including part of Santa Barbara County)

There are two levels to this coordinated JPA. Seven communities coordinate through this process. The county population is 424,000, the service area population is 206,000. There are a number of cities under 50,000 population.

Combination – The JPA established the formal cooperation between both counties. The cities include Morro Bay, Paso Robles, Pismo Beach, San Luis Obispo and three others. The RTA offers oversight to South County Area Transit as well.

Location – These communities along the Pacific coast offer seven fixed routes and demand response service to each city. The county appoints five members to the Board of Directors and the cities appoint seven members.

Impact to Customers – The 1.9 million revenue miles serve 1.2 million trips. The average trip length (10 miles) is longer than that of many 90 vehicle transit systems.

Important Details – The operating budget is \$10.6 million. The service area is small (130 square miles) in a large county (3,616 square miles).

Impact – The population of 206,000 in the service area is served by 1.9 million trips.

Case 7 – Dutchess County, NY DCPT merges Poughkeepsie transit system

The challenges of merging urban and suburban/rural systems are illustrated in this New York county of 423,000. The fixed routes were modified. The headways were converted to sixty and thirty minute frequency. Three local college or university agreements and three Metro North Commuter Rail station shuttle agreements are important features of the service. The demand response services include three types (ADA, Flex and Dial-a-Ride). The ADA service meets the regulatory requirements. The Flex service is limited in service hours, but open to all customers, and the Dial-a-Ride service is a fixed amount of service contracted by the cities or towns in the county.

Combination – The DCPT serves the vast majority of the county. The remote northeast portion of the county is served by a separate system. The Poughkeepsie rail station connects Amtrak and Metro North rail lines with several transit systems. In 2017, Poughkeepsie agreed to have their transit system merged into the DCPT. It benefitted both parties.

Location – Approximately 30% of the county is served by the fixed routes. The vast majority of the county is served by the demand response services. The County Executive and Legislature are together the policy-making leaders for the system. There is no separate Board of Directors.

Impact to Customers – The merger led to better service with an improved fleet for the Poughkeepsie city riders. The merger led to the Poughkeepsie schools and DCTP agreement for transit passes. The agreement was highly unlikely before the merger.

Important Details – The operating budget of \$11.6 million included 9% in fare recovery. The State of New York does not use fare recovery as a minimum standard, instead basing the state operating assistance on both the number of riders and the revenue miles of service.

Impact – The population of 352,000 in the service area was served with over 800,000 trips on 1.4 million miles.

Case 8 – Stigler, Oklahoma Ki Bois Area Transit System

This rural system has the largest geography of any case presented here. The rural system was several counties at inception and operated so efficiently that neighboring systems gave their systems and fleets to Ki Bois, one at a time. The 9,800 square mile service area in Eastern Oklahoma is a model for decentralized operations with centralized administration.

Combination – The several merged entities each reached the decision that the marginal cost that Ki Bois would incur was lower than that of the prior entity. Ki Bois now serves Adair, Cherokee, Haskell, Hughes, Latimer, LeFlore, McIntosh, Okmulgee, Okfuskee, Pittsburg, Sequoyah, and Wagoner counties.

Locations – The system now serves an area 140 miles (east-west) by 125 miles (north-south). Only one of the 13 counties in the region operates separately.

Impact to Customers – The coordination with tribal transit increases efficiency. Trips in the 12-county service area are simple to book and serve.

Important Details – The operations are geographically dispersed over a large area, yet Ki Bois has been recognized as a model for rural transit in terms of routine maintenance at centralized facilities.

Impact – The system is a model of efficiency at \$1.62 per mile, \$30.82 per hour.

Section 4

Emerging Technologies and Innovative Solutions

These emerging and innovative technological solutions related to public transportation may be useful in Tulare County. The approaches include addressing first-last mile issues, improving service to underserved populations, increasing use of technology to improve fare collection and wayfinding, and improving service productivity and cost control.

Included in this review are innovations that involve increased use of technology such as smart phone applications to improve communication and coordination with customers. Public – private partnerships (PPP) are also key strategies in expanding transit access as described in this section.

Section 4.1 - Addressing first-last mile issues through innovation and alternative transportation

Transit agencies have recently addressed first-last mile challenges through third-party app-based ride-hailing and ride-sharing transportation network companies (TNCs). Services using TNCs can provide extensions to the reach of fixed route public transportation, additions to the span of service provided, full or partial replacement of services in lower demand areas, or as an alternative to typical public transportation modes.

One of the earliest agencies to adopt the use of third-party services as part of its agency's network of transit services was Pinellas Suncoast Transit Authority (PSTA) in St. Petersburg, Florida. The program, which began in February 2016, partners PSTA with UBER and United Taxi Company to connect persons who do not live near bus stops to fixed route bus service. The program offers \$5.00 off rides taken by persons on UBER or United Taxi when travelling to or from designated "Direct Connect" bus route locations. The program currently includes 24 bus stop locations where a trip can begin or end. The other end of the trip can extend in an 800 foot radius of any of the designated Direct Connect bus stop/station locations. The span of service for Direct Connect is between 6:00 am to 11:00 pm.

Customers without smartphones can choose to take advantage of the Direct Connect service by booking an on-demand trip through United Taxicab. Customers using Direct Connect through United Taxicab also receive a \$5 discount for trips taken under the program.

A third provider, Wheelchair Transport provides a service similar to that provided through UBER or United Taxicab to PSTA for persons with disabilities requiring accessible transportation. PSTA pays \$27 of the \$30 cost charged by Wheelchair Transport for the first mile of the trip. Any remaining distance is charged to the

customer at \$2 per mile (with the agency paying the other \$1). Even with that reduced cost, though, customers have not utilized this service in significant numbers as regular ADA paratransit service through PSTA is provided to the same areas.

The annual budget for the overall program for 2018 was originally \$60,000 as the program was averaging 1,000 uses per month. With the expansion to 24 eligible bus stops and one larger zone in April, 2018, though, the use of the ride-hailing services has expanded rapidly to over 3,000 trips per month. The cost of the program is similarly expanding to provide the necessary \$5 trip credits.

Other examples of first-last mile connectivity include Charlotte Area Transit System's (CATS) pilot program for connections to light rail stations and Denton County Transportation Authority's (DCTA) Highland Village public-private ride-hailing program.

In the CATS program, limited rides are subsidized each month to persons travelling within two particular zones using LYFT with trips to or from certain light rail stations. Both zones have established and frequent fixed route bus service. One of the zones borders downtown Charlotte to the North. The other zone is near the end of the route in and around the University of North Carolina Charlotte campus. Both zones contain significant barriers (either a rail yard or heavily travelled roadways) separating the light rail station from nearby transit trip generators. The ride-hailing service operated by LYFT provides a means of addressing the barrier issues while expanding public transit availability. To obtain the subsidy, customer must have a LYFT account and purchase a CATS monthly pass. The customer then receives a promotional code that can be used to receive a \$4 subsidy per LYFT trip while commuting to or from the designated rail station within the neighboring geofenced zone.

Denton County Transit Authority (DCTA) provides commuter rail and bus service throughout Denton County, Texas. Highland Village is a smaller city within Denton County (population 16,587). DCTA operates commuter rail through Highland Village as well as a single local bus route. DCTA supplements these transit services with a TNC ride-hailing service provided under an agreement with LYFT. The program, begun in April 2016, allows customers to request a ride from LYFT within a designated zone that incorporates the city of Highland Village along with portions of the adjacent city of Lewisville, Texas (population 106,000). Ridership on the service was 2,448 in 2017.

The service provided through DCTA is different from the PSTA or CATS service described above in that trips are provided to or from any origin/destination within the designated zone rather than just to or from designated bus or rail stop locations. The DCTA Highland Village service is managed entirely through LYFT's smart phone app with the discount applied when the customer enters the applicable promotional code.

The DCTA Highland Village program provides subsidies of up to \$10 per trip for persons within that City for rides on LYFT. Customers select the DCTA promotional code when booking the trip to receive the DCTA discount. If the LYFT charge for the ride is \$10 or less, the ride is free to the customer.

First – Last mile programs – Considerations for Tulare County

For Tulare County, the programs described above are examples of how agencies are extending the reach of public transportation to areas not currently served by fixed route or other service, improving service within transit served areas or offering ride-hailing services as an alternative to other means of expanding public transportation.

For first-last mile ride share programs to be effective in Tulare County, the fares charged must be attractive to customers. There must also be a Transportation Network Company (TNC) already operating in the County or, alternatively, a TNC willing to expand into the County. Both UBER and LYFT provide service in Tulare County and so there is the possibility of sufficient capacity through these providers to manage the marginal extra demand from public transit agency sponsored trips.

Availability of wheelchair accessible transportation is a consideration when deciding whether to contract with a TNC for ride-hailing services as the TNC typically has limited if any wheelchair lift capability. Agencies such as in Pinellas County, Florida have established a comparable service for persons with disabilities requiring wheelchair accessible transportation.

The agency must also consider whether a program for subsidizing ride-hailing trips will require trips to either originate or terminate at designated bus stop locations, or whether trips must take place within a designated geofenced zone as in the Highland Village example described above.

Section 4.2 - Ride-sharing services as alternatives to public transit provision

Transit agencies have enlisted ride-sharing services to reduce agency cost or provide alternatives to fixed route bus services.

In Arlington, Texas, a suburban area between Dallas and Fort Worth, the City has contracted with “VIA”, a ridesharing TNC, to provide on-demand ride-sharing service within a large designated area of the City. The suburban city of nearly 400,000 in population has long been resistant to the introduction of city-wide fixed route public transportation. There is limited fixed route public transportation in its entertainment district and a recently completed pilot program for fixed route service. The City has

provided demand response service for its elderly and disabled population using city operated paratransit vehicles for many years.

The City has contracted with VIA as an alternative to fixed route bus service. The service operates between 6 a.m. and 9 p.m. Monday through Friday and between 9 a.m. and 9 p.m. on Saturdays. VIA provides service between any two locations within a specified large zone within the city of Arlington, Texas serving 120,000 residents and 83,000 jobs. VIA vehicles differ from other ride-hailing services through the use of its own vehicles and drivers and marked with City of Arlington and VIA logos. Customer fare is \$3.00 per trip regardless of distance within the designated zone.

The program began in December, 2017 as a pilot project and has just been renewed for the 2019 calendar year. The projected cost of the VIA service for 2019 is \$1,802,375. The City's portion of the program funding is up to \$995,000 with the Federal Transit Administration providing funding of up to \$807,375. \$300,000 in fare revenues are projected for 2019 resulting in a cost per trip of approximately \$18 and a 16.6% fare recovery rate.

The VIA service is a cashless service at the point of boarding the VIA vehicle. Customers typically pay through the VIA smartphone app, but, alternatively, can purchase a prepaid credit card at a retail outlet before requesting a ride to use as payment for a trip on the service. On-demand trips can be booked either through the smartphone app or by phone.

VIA operates similar ride-sharing services in New York City, Washington D.C., Chicago, Illinois, West Sacramento, California and most recently in Los Angeles, California.

Targeting specific subgroups of transit customers

Options for provision of public transportation to subgroups of a larger public transit customer base are growing with the availability of Transportation Network Companies (TNCs). The Las Vegas Regional Transit Commission (RTC) has identified its paratransit customers as a subgroup that can receive improved transportation options that also result in cost savings to the agency. RTC has established a program with LYFT to provide on-demand trips to a select group of current Americans with Disabilities Act (ADA) certified paratransit clients. Using RTC's regular paratransit service, ADA clients pay a \$3 fare of a trip costing the agency \$32. For a select group of clients in the pilot program, the agency will provide same day on-demand transportation to clients for as little as the same \$3 fare. The agency subsidizes the customer in an amount up to \$15 per trip. If the trip exceeds \$18, the customer must pay the additional LYFT fare. This arrangement benefits the ADA customers by providing same day transportation available within

minutes after request. The agency is benefitted by reducing its cost by more than 50% for trips that would have otherwise been taken on its more expensive ADA paratransit service. Trips can be requested either through the LYFT smart phone app or through calling RTC. Customers using wheelchairs can participate in the program by calling into to RTC to request transportation. Phoned in reservations are taken from 7 am – 6 pm seven days per week. On-demand trips can be request through the LYFT app 24 hours per day.

Other innovative approaches to targeting customer subgroups have focused on service hours when regular fixed route or demand response transit services do not typically operate. This approach is most commonly provided within college campus and tourist areas where accessibility to shared ride transportation in very late night or weekend hours at an affordable cost is a priority.

One example of this approach involves overnight public transportation at the University of North Texas (UNT) in Denton, Texas. The service at UNT is part of its broader “e-Ride” service. The e-Ride service provides rides during later hours up to 2:00 am. Before 2:00 am, students can request demand response trips either with the University’s regular shuttle service or through LYFT. After 2:00 am, the university operates service exclusively through a contract with LYFT to provide overnight service from 2:00 am to 7:00 am. The service is free to students during these hours. The service operates in a designated area on and near campus for students with a valid student ID card. Users may only request rides through the LYFT app.

Pinellas Suncoast Transit Authority (PSTA) in St. Petersburg, Florida operates a somewhat similar service it has coined “Late Shift”. The service offers twenty-five on-demand (demand response) one-way trips per month for regular transit customers who qualify for the service based on household income and employment. The purpose of the program is to provide transportation to second and third shift workers whose jobs end or begin after the end of regular fixed route bus service.

The program specifically assists those persons deemed by the agency to be transportation disadvantaged (defined as those with documented household incomes no more than 150% of the Federal poverty limit).

In order to enroll in the Late Shift monthly transportation disadvantaged program a \$20 monthly bus pass must be purchased by the customer. The customer can use the pass for bus trips as well as up to 25 free on-demand trips per month to or from work when bus service is not available. Persons using the program must apply for it with the agency, purchase the month pass and have a job that begins or ends between 10:00 pm to 6:00 am.

Targeting transit availability expansion – Considerations for Tulare County

Programs of the type described above may benefit from financial support from an area University, employer or other entity. Colleges in particular may be willing to fund the entire cost of a program that is perceived as benefiting their students through improved mobility and safety.

Outreach to major area employers and colleges may result in interest and a possible financial commitment. A survey of current public transportation riders may indicate the potential level of demand for the services described above. Alternatively, a ride-hailing program can be instituted as a limited “pilot” project to better determine the cost and demand for subgroup targeted transit services before a long-term commitment is made.

General considerations in use of TNC ride-hailing/ride-sharing services in Tulare County

While use of ride-hailing and ride-sharing services through a private TNC can bring important benefits to transit agencies in service availability and cost control, there are limitations and issues related to their use.

One of those mentioned above is the lack of accessible service by ride-hailing TNCs. This may result in a transit agency deciding to supplement ride-hailing services with other accessible transportation in order to provide equivalent service to persons with disabilities in areas served by TNCs.

A second common issue especially with ride-hailing services such as UBER or LYFT is that customers can typically contact the service through a smartphone. Agencies have responded to this limitation by providing a taxi or other provider-based alternative on-demand service that can be reserved by telephone. As of 2017 in the United States, 67.3% of the population own a smartphone (per statistica.com). It is very likely that a significant portion of the transit customer base does not have access to a smart phone to reserve or pay for trips at the current time.

Agencies have also found that providers like UBER and LYFT often do not provide complete trip related data to transit agencies as the data is considered as private information by the TNCs. As reported in *“Where new mobility and traditional transit are actually getting along”* in the website SideWalkLabs.com:

“The PSTA obviously knows how many rides are logged by Uber drivers — they have to pay for each one — and starting in 2018, the ride-hail company is also providing figures on which pickup/drop-off locations are most popular, as well as average response time and average distance traveled on a monthly basis. But citing the privacy concerns of its riders, Uber doesn’t share more granular data that the agency

would like to use in its planning, such as origin and destination, time of trip, total cost of trip, and names and email addresses of users so that PSTA could contact them and learn more about whether the program is working for them.”

Regarding cost of service to the customer, ride-hailing services typically employ variable rates that can increase or decrease depending on demand. Even with the transit agency per ride discount, a fare can be unaffordable to customers in times of high demand. Unlike ride-hailing TNCs, ride-sharing service such as VIA typically have a standard fare set by the agency. While the set fare may result in higher cost to the transit agency, the fare to the customer is more reasonable and predictable.

Nevertheless, ride-hailing and ride-sharing TNCs can provide expanded transit service options in areas of Tulare County where transit service availability is non-existent or minimal. These areas include communities in the Northern part of the County such as East Orosi, Seville, Yettem, Monson and the Southern part of the County including Terra Bella and Ducor.

Section 4.3 - Customer fare payment and trip information

Rapid technological innovation in transit system fare payment and trip information processes has yielded benefits for customer convenience, information dissemination and improved wayfinding. Technology has improved the ease with which customers can purchase fares, navigate large and multi-agency service areas and obtain news and service updates.

Smartphone, tap card and cellular capabilities improve the customer experience navigating public transportation networks.

For transit agencies, moving customers from cash fares to digital fare payments results in improved fare collection reliability, reduced fare evasion, lower fare equipment maintenance cost and the potential for ridership increases through more convenient customer access to services.

Examples of transit agencies providing improved fare collection and other services through technology are widespread. Below are examples from several agencies.

Dallas Area Rapid Transit (DART) has been an early adopter of fare payment technology. The system offers customers various options in fare payment. Customers can pay cash fares through the farebox when boarding a bus, or through a rail platform ticket vending machine (TVM). Alternatively, a customer can purchase of a “GoPass” “tap card” which is activated when boarding a bus or train and “tapped” every time a customer boards a different vehicle or enters a rail station area.

A third method is the use of DART's "GoPass" smartphone app. The smart phone app provides additional flexibility and advantages to customers through its web-based platform. The customer chooses and activates the needed fare type before boarding the transit vehicle and displays it on his or her phone when entering a bus or upon fare inspector request. Even though they carry the same "Go Pass" name, DART tap card fare payment is separate and distinct from the DART smart phone-based fare payment method. Customers use just one or the other method.

DART tap card users have multiple ways to purchase their fares. Users can purchase the cards at various retail outlets around the Dallas area using either cash or a credit card including 7-11 convenience stores and various other outlets. The user can also log into the DART on-line website to add money to the tap card from a credit card or add money at retail outlets. The pass is validated by tapping it on the reader upon entering a bus or train platform.

The "GoPass" smartphone fare payment type has advantages over the tap card method. One is the ability to purchase a regional fare that is valid not only on DART services but also when riding in Fort Worth on Trinity METRO, or in Denton County using DCTA buses or trains. The reason for this advantage is that Trinity METRO and DCTA buses do not have tap card readers in their vehicles.

The GoPass smart phone app also allows a person to pay for two or more riding together at one time via fares purchased and displayed through a single user's smartphone. The phone displays the activated tickets showing the date and time activated, ticket type and number of tickets purchased. The smart phone payment "wallet" can be reloaded with additional money through the smartphone app, web-based portal or via cash or credit payment at retail outlets.

Beyond ticketing, the smart phone app provides a trip planning function where a user can put in their desired origin and destination and have the smart phone app propose trip alternatives using public transit. Links are provided to UBER and LYFT apps as well as an option to call DART police.

A second system using a smart phone-based application is used in Porterville, CA. The application used by Porterville allows users to purchase and load the agency's "Go Card" smart tap card in person or on-line through a web site or smart phone app. The cards are then read by the system's GFI "Fast Fare" electronic fareboxes. Additional fare credit can be loaded to the smart card either through the smartphone app or through logging into the agency's website. The customer can register his or her smart card on the website and recover the unused value of the Go Card if the card is lost or stolen.

Customers in Porterville can continue to pay cash fares through fareboxes mounted in each bus. For passengers paying with cash, the farebox system will also generate change

cards so that customers do not have to pay with exact change. The farebox will also print a day pass for customers who pay the \$3.00 (full fare) charge when boarding the bus.

The Fast Fare GFI farebox is equipped to read QR (Quick Response) codes generated by Porterville's mobile app and shown on the customer's smart phone. Customers can establish an account on their smartphone, enter credit card information for purchases, purchase tickets of varying denominations and activate single or multiple fares when boarding the bus.

Porterville has purchased GFI Genfare "Fast Fare" fareboxes for its revenue vehicles. Cost per farebox is approximately \$15,000. Additional purchases of vaults and other ancillary equipment are required to operate the system. A fee is also paid to GFI Genfare for its cloud "account-based" hosting of the fare collection back-end processing.

The Porterville smart phone application provides additional benefits to customers. Actual bus locations can be tracked on a map so that riders can tell where a bus is on its route. The agency can utilize the application to send Twitter messages such as system news and alerts to customers.

Use of technology for fare payment and rider information – Considerations for Tulare County

Multiple manufacturers are available to meet the fare collection needs of Tulare County transit systems. These systems can accommodate regional fare structures such as Tulare County's "T-Pass" regional pass.

While transit agencies are increasingly transitioning customers to electronic fare payment, any fare collection system in Tulare County will need to be able to handle cash fares for the foreseeable future. Fare collection equipment can range from as simple and inexpensive as a drop box to sophisticated modern electronic fareboxes and digital media readers.

Electronic and digital transactions (smart "tap" cards, magnetic strip cards, QR code smart phones or paper displays, credit cards or other media) can be processed either with a reader that is integral to the farebox or a separately mounted stand-alone unit on a vehicle, station or loading platform. Smart phones can also utilize an app to purchase and display purchased fares to the bus operator or fare inspector entirely independent of any other agency fare collection processes and system.

Ticket vending machines (TVMs) are the next step up in complexity and cost for locations with heavy volumes of customers needing to purchase and pay fares. These permanently mounted machines can typically accept various fare payment types (credit cards, cash, etc.) and dispense tickets, smart cards or other fare types. For example, in

Mexico City, TVMs for dispensing tap cards are located at stations along the system's Bus Rapid Transit (BRT) lines. Customers purchase tap cards from the TVM's to use throughout the system as no cash fares are accepted on the system's buses. TVMs are expensive to purchase and require ongoing maintenance in the field. Maintenance cost are likely to be higher when the TVM is exposed to the elements.

There are numerous manufacturers of fare collection equipment available to U. S. transit systems. Cost for these systems can range to a few thousand dollars up to fifteen thousand or more per electronic farebox.

Considerations when choosing fare collection equipment include up-front capital cost as well as ongoing operations and maintenance cost, staffing requirements to administer the system, internal and external security considerations and integration with the agency's accounting processes. Additional vendor cost such as per transactions fees and one-time or periodic software license fees should be weighed before making purchase decisions.

Generally, moving customers from cash and magnetic card fares to digital based fare collection reduces agency cost, instances of equipment malfunctioning and fare evasion. Considerable fare evasion can occur through customer defacing of magnetic fare cards for example. Cash fare revenue is also lost (or vehicle operators are forced to handle fares by hand) when a farebox cash throat becomes jammed or the cash fare collection mechanism otherwise malfunctions.

While electronic fareboxes can cost upwards of \$15,000 or more each, add-on card readers able to handle at least tap card and QR code ticket or smart phone transactions may cost a fraction of that cost. The separate digital readers though don't typically handle cash fares, change cards or non-swipe passes or tickets.

Consideration of the back-end cost, capabilities and staffing requirements of any system are also important to consider. Systems are moving away from customer information stored on a smart card and/or in a farebox or reader. More "account-based" systems are being adopted where the fare reader performs validation of a digital fare and updates customer accounts immediately through constant cellular communication with a back-end processor.

For smart phone related functions, the agency should evaluate whether the mobile app can merge its processes with other functions such as bus tracking, schedule and mapping information, system news and security communications. Does the system provide for open API architecture or are there other paths to integration available within the system? If so, what are the associated one-time or ongoing cost of that integration?

Other functionality is equally important. For cash fares, it may be necessary that the farebox system provide change card functionality for non-exact cash fares. It is important also to consider how various types of pass media are handled. What is the system's ability to accommodate free or extra charge transfers?

For digitally based payments, what capabilities does the system have to "cap" fares? An example of fare "capping" is a system that never charges a customer for more than the value of a day pass for making multiple trips during a single day regardless of the number of trips taken by the customer. Does the system require the vehicle operator to validate a fare purchase on a smartphone, or is there a QR code that is read by the farebox or separate on-bus reader?

In a broader sense, it is clear that public transit fare collection like other trends with other retail businesses will likely continue towards integration of digital technology into point of sale purchasing. It is also very clear that in the United States the adoption process for non-cash and digital fares will be lengthy unless forced. Nevertheless, agencies should consider the viability of potential fare collection solutions in an environment where the use of contactless credit cards and smart phones should significantly increase in the United States to mirror what has occurred in other countries with Point of Sale (POS) transactions.

Volunteer driver programs

Another possible service type that Tulare County may consider is establishment of a volunteer driver program to provide transportation assistance to areas with unmet transportation needs. The "TRIP" Program is one model of a volunteer driver program initiated by the non-profit Independent Living Partnership. In that program, rides are free to the customer. Drivers are reimbursed on a mileage basis. By not charging fees, issues regarding insurance, legal and tax reporting are avoided.

Drivers use their own private vehicles to provide the transportation. Expenses due to vehicle purchase and maintenance are avoided. Volunteers receive reimbursement of their vehicle cost through mileage expense reimbursement.

The volunteer program is typically supported through donations, area businesses and institutions and fund-raising events. The program has also in instances entered into fee-for-service contracts with public agencies.

Section 4.4 – Tulare Case Studies

Case

Pinellas Suncoast Transit Authority (PSTA) – Direct Connect

Importance to Tulare Regional Transit Coordination

Program provides an example of how to potentially extend the reach of public transportation to areas adjacent to fixed route transit services. Approach may benefit smaller communities in the Northern or Southern part of Tulare County just beyond reach of current fixed route transit services.

Geography

St. Petersburg, Florida

Service impact to customers

Extends the area accessible to fixed route bus service through provision of connecting ride-hailing service.

Important details

Service operates with multiple demand response providers: UBER, United Taxi and Care Ride (for accessible vehicle service).

Program originated in February 2016 as a replacement for a low performing circulator bus route. Program expanded in 2018.

The program offers up to \$5.00 off rides taken by persons on service providers when travelling to or from designated “Direct Connect” bus route locations.

24 eligible qualifying bus stop locations.

Service is available between 6:00 am to 11:00 pm.

Monthly ridership in 2017 averaged approximately 1,000 customers per month. With expansion of the program in April 2018 the ridership has grown to over 3,000 customers per month.

Impact to taxpayers/local governments

The original budget for the ride-hailing/taxicab service for 2018 was \$60,000. That cost is increasing to match the recent usage increase in the program.

Case

Charlotte Area Transit System (CATS)

Importance to Tulare Regional Transit Coordination

Program provides example of targeting specific zones around outlying major transit stops to provide an additional transportation alternative to access public transit.

Potential applicability to Tulare County is as a strategy for increasing transportation alternatives available to the public to high volume bus stops or stations or extending service for short distances beyond fixed bus routes.

Geography

Charlotte, North Carolina

Service impact to customers

Expanded accessibility to particular CATS light rail systems.

Important details

Discounted LYFT ride-share service provided between designated zones and two CATS light rail stations near one end of the transit line.

Trips must originate or end at authorized light rail stations.

Qualifying LYFT trips are discounted by \$4.00.

Available to CATS riders who possess a current CATS monthly pass.

Subsidy limited to forty trips per rider per month with purchase of CATS monthly pass.

One-year pilot program.

Impact to taxpayers/local governments

Minimal likely budgetary impact from the limited pilot program at this time given the scope of the ride-hailing service.

Case

Denton County Transportation Authority (DCTA)

Importance to Tulare Regional Transit Coordination

Provides example of service to an area that does not have sufficient population and/or population density to warrant the provision of fixed route bus service. Potentially applicable to low density areas in the northern or southern parts of Tulare County.

Geography

Highland Village and Lewisville, Texas

Service impact to customers

Provision of on-demand public transit services in portions of the DCTA service area where fixed route bus services is limited or unavailable.

The service averages less than 100 trips per month.

Important details

Trip scheduling available through a mobile application.

Service is provided to the general public.

A \$10 discount is provided for rides on the LYFT mobile app in designated zones (Highland Village and portions of Lewisville, Texas). Trips where the LYFT cost is less than \$10 are free to the customer.

Impact to taxpayers/local governments

Program has small impact to the DCTA budget.

Case

Denton County Transportation Authority (DCTA)

Importance to Tulare Regional Transit Coordination

Case is an example of potential for extending hours of service in an area that is already served by fixed route transit services during certain hours. Tulare could adopt strategy to provide greater hours of service at reduced cost in certain zones with established fixed route ridership.

Geography

Denton, Texas

Service impact to customers

Provision of overnight service to students on the campus of the University of North Texas (UNT) in Denton, Texas.

Important details

Service is provided by LYFT through the LYFT smart phone mobile application.

Service is provided to current UNT students.

Service area is limited to the UNT campus and designated nearby areas. Service area is “geofenced” through LYFT technology.

Rides on LYFT are discounted through subsidy from DCTA.

Service is available between 2:00 am and 7:00 am (after end of other shuttle bus routes).

Initiation of service with the Fall 2018 school year.

Impact to taxpayers/local governments

The budgeted limit of expenditures for the program for the Fall, 2018 semester is \$72,000.

Case

Pinellas Suncoast Transit Authority (PSTA) – “Late Shift” program

Importance to Tulare Regional Transit Coordination

Case is an example of designing a transit service that specifically targets a segment of the customer base (in this instance riders who go to or leave work during hours that regular fixed route services do not operate) to provide cost effective extra service to this group.

Geography

St. Petersburg, Florida

Service impact to customers

Provides late night return from work transportation to qualifying customers.

Important details

Specifically targeted to lower household income customers.

Provides deeply discounted fares.

Per customer use limited to 25 one-way trips per month.

Late Shift began in July 2016 as a pilot program funded by a \$475,000 state Mobility Enhancement grant.

The program provides approximately 4,000 trips per month.

The purpose is to help get lower wage second and third shift workers to and from work when buses aren't available. UBER, United Taxi and CareRide provide the service.

It is available to income-eligible workers between the hours of 10 p.m. and 6 a.m. seven days a week.

Impact to taxpayers/local governments

No current impact to local government. Funding is through a state transportation grant.

Case

Dallas Area Rapid Transit (DART), Denton County Transportation Authority (DCTA) and Fort Worth Transportation Authority (FWTA) mobile payment and wayfinding application

Importance to Tulare Regional Transit Coordination

Case provides multiple examples of fare payment structures and how these structures provide differing benefits to customers. Case also provides example of multi-agency cooperation and joint acceptance of common fare type including incorporation of current Tulare County "T-Pass".

Geography

Greater Dallas - Fort Worth metropolitan area

Service impact to customers

Improved way finding and more convenient fare payment options. Improved security through the elimination of need to carry cash for fares and ability to track and deactivate lost or stolen tap card.

Ability for customers to purchase stored cash value in tap card recharging card value through smart phone app, web portal or retail outlets.

Important details

Free application is downloaded to smart phones for Apple & Android platforms.

Ticketing functions include paying for bus or rail fares using smart phone, advance fare purchase, use of tap cards and storing of credit card information within app.

Wayfinding function includes ability to plan trips across multiple public transit carriers using smart phone. Function provides both schedule information and displays route map of requested trip.

DART mobile app is an example of an open platform mobile ticketing app rather than proprietary smart card system.

Impact to taxpayers/local governments

Approximately 6 million DART fares have been purchased through the mobile app.

Case

Porterville Transit

Importance to Tulare Regional Transit Coordination

Case is an example of how a system can use upgraded fare collection equipment to improve fare collection processes to customers with positive impacts on ridership. System fully integrates electronic fare handling modes such as smart cards, smart phones and magnetic strip cards with cash fares and passes.

Geography

Porterville, California

Service impact to customers

Improved fare collection with expanded cash handling options, printed pass, magnetic strip, smart card and smart phone-based capabilities.

Important details

Existing fareboxes replaced with GFI Genfare “Fast Fare” model fare collection equipment.

On bus fare collection system works in conjunction with GFI Genfare “account based” back end processes to provide one-stop solution for all fare modalities.

Mobile app on smart phones can be used to buy and validate fares as well as view purchased tickets through the app’s wallet feature.

Mobile app allows customers to track actual revenue vehicle locations on a map displayed on the smart phone or on Porterville website in conjunction with RouteMatch product.

Travel alerts are provided to customers through the apps Twitter feed.

Impact to taxpayers/local governments

Porterville Transit observed ridership increases from compared to before implementation of the new fare collection system.

Case

Las Vegas Regional Transportation Commission (RTC)

Importance to Tulare Regional Transit Coordination

Program demonstrates the possibility of using ride-hailing services to partially address trip demands and high paratransit per trip cost resulting from the requirements of the Americans with Disabilities Act (ADA) for complimentary paratransit service when fixed route transit service is provided.

Geography

Las Vegas, Nevada

Service impact to customers

Agency provided LYFT trips provide another option for ADA paratransit customers qualifying for participation in the pilot program.

On-demand same day service is available rather than service that must be requested one day in advance.

Participants must choose between LYFT pilot program or regular agency provided ADA paratransit service.

Important details

Ongoing pilot program for paratransit customers.

LYFT provides same day or advance reservation trips to select group of existing RTC paratransit customers.

Same day on-demand trips can be requested through LYFT app or by calling RTC customer service.

Impact to taxpayers/local governments

RTC pays a maximum of \$15 per paratransit trip under this program. To the extent that these trips replace journeys that would be taken on RTC's paratransit service, savings are approximately \$17 per trip.

Any trips resulting from pilot program that would not have otherwise been taken would increase RTC cost by \$15 per trip.

Case

Arlington, Texas

Importance to Tulare Regional Transit Coordination

Case provides an example of an alternative model for provision of public transportation to the general public. Case demonstrates instance where a medium sized city chooses to use the private party ride-sharing model of transit provision instead of providing regular fixed route service.

Geography

Selected areas within Arlington, Texas.

Service impact to customers

Provision of rideshare service to locations within Arlington, Texas.

Important details

Shared ride service provided with VIA provided vehicles.

Trips booked through SMART phone mobile application or by phone.

Program offered every day of the week except Sundays.

Service area includes most central areas of Arlington, Texas.

\$3 flat fee charged for each trip.

Limited number of wheelchair accessible vehicles available.

Impact to taxpayers/local governments

The City of Arlington budgeted \$322,500 for its 1/3rd portion of the service cost in 2018 with the Federal Transit Administration (FTA) providing the other two thirds of the funding through grant funds.

Funding increased in 2019 to \$1,802,375 with program expansion. The City of Arlington provides up to \$995,000 in funds matching FTA funding of \$807,375.

Section 5

COORDINATION NEEDS ASSESSMENT REPORT

Section 5.1 - The Current Imbalance of Revenue and Expense

Understanding the Demand Pattern

TCAG and Tulare County face several unusual confluences. The county is very large (4,839 square miles) and rural in nature but is becoming more urban. In the definitions of the TDA, counties with population above 500,000 are urban; those under 500,000 are rural for the purposes of the allocation decisions; Tulare county population was 442,178 in the 2010 Census and is forecast to reach 543,749 in 2020 (California Department of Finance, July 2018). The urbanized areas in this rural county include Porterville-East Porterville-Strathmore and the larger Visalia-Tulare urbanized area. The Metropolitan Statistical Area – Visalia Porterville is synonymous with the county, though there are vast rural areas. As of the 2010 Census the total population included rural population of 15.5%; urban population of 84.5%.

Each of the state transit funds flow through the TCAG for planning and allocation purposes. The Federal Transit Administration allocates the 5307/5340 formula funds directly to the Visalia-Tulare urbanized area as the designated recipient since it is over 200,000 population (\$5,768,442 in 2019). The Porterville urbanized area is allocated funds from the FTA through the Governor's office of the State of California since the urbanized area is over 50,000 and under 200,000 population (\$2,570,802 in 2019). The program of projects for the federal grants flow through the TCAG for Metropolitan Planning Organization purposes.

Large, Low Density County with Dense Cities

Tulare county is becoming more urban but currently is home to both enormous agricultural output and cities with growing population. There are long rural gaps between several of the cities, yet these cities are more densely populated than one might expect.

Tulare total crop output last year included \$1.7 billion in milk, \$0.9 billion in grapes, \$0.8 billion in oranges, \$0.6 billion in cattle, \$0.5 billion in tangerines, and \$1.5 billion in a variety of other farm products.

The population has roughly tripled from 1960 (168,403 US Census) to 2018 (466,000 estimate).

Greater Density in Small Areas

Each of the cities has greater density than would be expected in an agricultural economy.

Visalia has 3,433 persons per square mile; the city of Tulare has 2,832 per square mile; Porterville has 3,076 per square mile; Dinuba has 3,315 persons per square mile; Woodlake has 3,238 persons per square mile (United States Census Bureau, 2010). Density is one of the most important independent variables which predict transit need. Density is important for transit demand because it allows efficient

grouping of trip origins. Density of employment, education, medical, and retail destinations are the second part of the equation.

Employment density is relatively low compared to the population density since the number one employment sector is agriculture. As of December 2018, there were 186,600 employed including 51,600 persons employed in farm wage or salary jobs in the Visalia-Porterville Census area. In general, there are corridors with many employment, retail and medical destinations but no single large trip concentration. The College of the Sequoias is the exception, it is a large concentrated destination.

Moderate Transit Use with Growing Trends Despite Short Term Drop

Only 0.7% of the population of the county use transit for the journey to work, according to the Census Bureau, American Community Survey, 2013-2017. The average for all respondents who used transit for the journey to work in the USA was 5.2% in 2013. This small portion for the employment trips is very low but not unexpected given the automobile ownership rates. Two or more vehicles are available in 78.2% of Tulare county households; 19.4% had one vehicle; 2.4% had no vehicles, (US Census Bureau, American Community Survey 2013-2017).

The population is growing. California added 0.78% in population during 2017. Tulare County added 1.1%. Visalia added 1.8%; and Tulare city added 2.2% which was the fastest growth rate of any city in the county, (California State Controller's Office, reported in Sacramento Sun Gazette, May 16, 2018).

There are long distances between some of the stops on the regional routes, but Bus Rapid Transit, East-West Cross Valley Regional Rail and California High Speed Rail are in development or construction.

No policymaker wants to reduce service, but we face several tests for compliance with the Transportation Development Act. The most common issue in the 2017 Tulare County Long Range Transit Plan – Summary of Existing Transit Plans was the farebox/expense ratio. Five of the systems identified this issue as a key area of concern. The basic rule of 20% fixed route, 10% demand response portion paid by the riders is a fundamental element of the law. There have been adjustments by amendments of the law. The ability to supplement the ratio with local funding and other revenues is important as is the process of considering TCAG waivers. But policymakers will continue to view the farebox/expense ratio as a fundamental metric of productivity that balances user benefit and public benefit.

The last few years have produced lower transit productivity. Costs are up, and revenue has decreased as explained in Task 2. Much of this is the transit economic climate, not the local policy decisions or policy execution. National trends of increased vehicle miles travelled, automobile registrations and wage increases combined with significant employment increases in the lower income strata, and rapid increases in sub-prime automobile lending combined to create a challenging environment for transit management. The ability to apply for a driver's license changed the daily lives of 900,000 California residents who had previously been outside the system also (Sacramento Bee, July 26, 2019).

The TDA regulations, though made more flexible by recent amendments, remain a test of productivity that Tulare must solve.

Section 5.2 - Patterns in Tulare Similar to Other California Systems

The following peer transit systems were selected to evaluate any commonality in these issues. Each of the data sets refer to the report by the transit system to the National Transit Data process. In each case the year is the 2017 report year.

San Louis Obispo (population 58,219), Victor Valley (population 328,454), Antelope Valley (population 341,219), Solano (population 165,074) and Palm Springs (population 345,580) yield an average population of 247,709. The combination of the six Tulare operations yield a 2017 NTD reported operating budget of \$21,308,276 compared to the peer average of \$19,416,004.

Table 5.1 Transit Systems Peer Comparison

	Peer Combined Average	Tulare Combined
Operating Cost 2017	\$19,416,004	\$21,308,276
Revenue Hours Operated	195,662	286,846
Passenger Trips per Hour	12.7	10.1
Cost per Hour	\$106.80	\$ 74.28
Cost per Passenger	\$ 8.76	\$ 7.34
Fares/Operating Cost		
Bus	20.4%	15.7%
Demand Response	4.9%	9.4%

Data Source: FTA National Transit Database, 2017

This is Clearly a Challenge, How Did the Patterns Evolve?

Tulare is an automobile-oriented county. There were 233,032 cars and 100,993 trucks registered in the county in 2017 (DMV, Jan-Dec 2017, Registrations by County). The entire state licensed over 905,000 drivers pursuant to AB 60 as of June 2017. That number is expected to be over one million at this point.

Subprime auto loans have grown to record numbers. California, like each state in the country experienced a surge in subprime auto loans in 2015, 2016, and 2017. So many high interest, low credit score auto loans have been made in California that repossessions tripled (13,167 to 44,897) from 2013 to 2017. But for every subprime borrower who was 90 days delinquent on the car loan there were ten or more on the road that would not have been there without these unusual lending practices. The average cost per gallon of retail gasoline in the U.S. dropped from 2014 (\$3.44) to 2016 (\$2.25). Prices were higher in California.

From 2008 to 2013, the national vehicle miles of travel changed less than 1%. Beginning in 2014 the VMT rate jumped. The 2013 national total was 2.99 trillion miles. In three years consecutively, the number increased to 3.22 trillion in 2016. The VMT percent increases were 1.3% (2014), 3.5% (2015), and 2.8% (2016). These changes led to a national transit ridership slump (Babbitt, Transit Ridership in the U.S. April 2017).

UCLA researchers Manville, Taylor, and Blumenberg found increased auto ownership to be the predominant explanation of ridership loss in the Los Angeles area in the 2018 report: Falling Transit Ridership. The recent ridership performance in Tulare county should be viewed in this context.

The Fundamentals of the Transportation Development Act

Since 1971 the TDA has been a critical component of the transit services throughout the state and Tulare County. The TDA established two funding sources. The Local Transportation Fund is the one-quarter cent sales tax. Each county apportions the LTF funds within the county based on population. The State Transit Assistance fund is appropriated by the legislature. The allocation of STA funds is 50% according to population and 50% according to transit operator revenues from the prior fiscal year. (Caltrans, TDA Description based on SB 325, the Mills-Alquist-Deddeh Act, 1971).

How Serious is the Problem Related to the Operating Ratio?

The concept of the operating ratio (fares/expenses) has a fundamental value in creating a balance between what the user pays and what the taxpayer pays for the provision of public transit. Recent legislation has modified the test.

In 2015, SB 508 established the 20% urban, 10% rural test. The law also added a new definition of local revenues (including advertising, non-federal and non-state grants or revenue) that may be counted in the calculation. The law relieved several of the STA Performance Measures. It also created several exemptions to the operating expense calculations (including items of price increases above the CPI).

In 2018, AB 1969 authorized the exemption request process and the temporary exemption while the request is in process. It also changed the pass/fail process to a proportional reduction test.

Section 5.3 – Riders, Fares, Service Modifications, Administrative Coordination

Possibilities of Ridership Increases

In simplest terms, the revenue increases needed to bring the operating ratios back into compliance could be attained by increasing ridership while holding costs constant. If these strategies were easily achieved, many transit systems would have pursued them.

In Section 4 several innovations were identified that are being used at different transit systems interacting with TNCs or emulating their apps and services. There were 29 joint transit system – TNC projects documented in the September 2018 report published by DePaul University-Chaddick Institute. The field is rapidly evolving. Some service innovations are clever and suitable for Tulare. But in this rapidly evolving field, eight of the 29 have already been halted.

After the “instant success” of Uber, several new companies were founded. In the last few years three of the most notable have gone out of business. In January 2019 Chariot (which had been acquired by Ford for \$65 million) announced it was closing. Chariot was launched in 2014 and offered San Francisco travelers and residents peak hour trips for \$5, and off-peak trips for \$3.80. Had every seat been full every trip, it could have made it.

In an effort by Chariot to reinvent itself for economic survival it opened market segments serving first mile/last mile trips to connect with transit and private company trips for employees. These steps helped, but not enough for economic survival. Leap opened and went out of business in 2015. Bridj temporarily ceased operations in the USA during 2017, after the sale to Tower Transit based in Australia.

These companies learned that inventing new ridership patterns that fit transit is possible, but the economics are challenging. It is not much different in public transit. Customers and taxpayers see a new service like Megabus disrupt the intercity bus industry with mobile ticketing and trip reservations teamed with new buses and schedules tailored to the college age weekend trips. If they can create new transit market share, can some of these ideas be applied to city transit?

A win-win scenario for increased ridership with the current set of revenue vehicles can create increased revenue. This often takes the shape of service agreements to meet community segment needs with existing fixed route service. In Dutchess, New York, the county merged city of Poughkeepsie service, added three college service agreements and a large junior high/high school service agreement in rapid succession. The component which improved the revenue to cost ratio the most was the large junior high/senior high service agreement. It was priced to equal one monthly pass per student but valid for the entire school year. The increase in revenue from the discounted pass sold to the entire school student body through the agreement exceeded the lost revenue from the few students who had been paying the regular student fares. Except for a few overflow buses for overcrowding, no new service costs were incurred.

In Tulare county, the College of the Sequoias (10,647 students) program has been successful. Expanding this concept to several other schools and colleges can be advantageous but requires community partners which are ready for the new services and have a budget or student fee capacity to make the financial commitment. Porterville College (3,853 students) and SJVC (1,608 students) are both smaller than that of typical college transit programs. A broad-based student program might be expected to be an attractive and economical resource for the middle and high school students throughout the county. This would require agreement among the school districts and the transit providers. The financial potential of this strategy is \$25,000 to \$30,000 per year.

Large employers may also find a discount pass program useful, but this is more likely with employer campuses of 15,000 or more. The Walmart Distribution Center, Kaweah Delta Medical Center, and Ruiz Food Products each have between 1,000 and 4,999 employees, but not all share the same shifts and location.

It would be challenging to budget for large short-term increases in ridership at current service and fare levels. One of the most promising corridors is served by the 1A, 1B routes every fifteen minutes. Some periods have productivity above 25 riders per hour, other periods have modest productivity.

Possibilities of Fare Increases

There certainly could be an impact on the operating ratio if there was a concerted countywide increase in the fare revenue, or citywide fare increases in one or more of the larger cities. The challenge, of course, is that fare increases must be carefully analyzed for presumed impacts prior to implementation. That analysis would include the impact on ridership of different types. The public hearing process can be a challenging one.

The possibility to consider is: what if the potential fare increases could be tailored such that there were very few negative impacts. What if, for example, the fares could be increased by 25 to 35 percent with very minor ridership impact? It is not easy to do, but there are critical issues to evaluate.

Flat fares are easy to understand, yet not the most efficient.

The next step in complexity is the zone fare. The fare chart tends to look like a target or dart board with the lowest fares in the center and each ring or boundary costs an additional increment.

Differentiated fares recognize a range of prices based on length of trip in miles or minutes, or time of day, or day of week, or type of service.

Service agreements that offer deep discounts in exchange for 100% market share availability can be successful in terms of both ridership and revenue. Hundreds of examples exist throughout the nation of college and junior high/high school programs. Most are quite successful, such as the College of the Sequoias pass program.

It is possible to partner with social service agencies, large and midsize employers in addition to the larger school campuses. Any large concentration of trip destinations can be a target-rich environment for deep discount fares in conjunction with deep market share penetration.

The transit operators in Tulare county have a variety of day pass, multi-ride passes, and weekly/monthly passes.

The regional pass is the T-Pass. It is sold for \$55 per month and is valid for unlimited adult rides on the six transit systems within the county. The pass is available at five locations:

Dinuba Transit Center
 Porterville Transit Center
 Tulare Transit Center
 Tulare County Government Plaza
 Visalia Transit Center

Another type of revenue/ridership optimization is the value proposition of period fare capping. Under this technique fares are free once the customer has used an electronic pass to pay for the number of trips that would have equaled the pricing of a period pass (37 trips at \$1.50 for example). For example, if the monthly pass (31 day) is priced at the value of 45 one-way trips, the electronic fare-capping process simply recognizes the pass as valid for more trips as free trips after the price of 45 trips in 31 days has been reached.

The regional pass and fare-capping strategy are best adopted along with a standard method of validating and counting the uses. The current protocols include visual inspection and tracking of the riders. The regional pass sales are recorded by location by month and the trip uses are also recorded by location (transit system) by month. There is a sales allotment process among the operators through the TCAG meetings which returns the revenue to the systems based on rider counts. A simplification of the next generation pass reading equipment is explained in detail in Task 4-Attachment A.

To analyze fare techniques of these types, the analysis process must include careful assessment of the many different fare elasticities. Other variables remaining constant, a fare increase on all trips of 25% might be expected to yield 8% fewer trips purchased. This ratio of 1% trip reduction for every 3% of price increase is the elasticity ratio. Fare elasticities are not identical for all trips. Peak hour trips are less sensitive than off-peak due to the nature of "I must be there on time" to work or school. Adult fares are less sensitive than senior citizen fares due to both the impact of fixed incomes for many retirees and the more flexible trip patterns of seniors, in general.

The possibility of a \$0.25 fare increase by each of the transit systems in the county would be predicted to raise over \$200,000 if applied to all full fare single trip categories with a pro rata amount applied to each discount category. It would be best to add a fare capping strategy at that point to limit the one ride prices accumulated over 31 days to the equivalent price of the 31-day pass.

Possibilities of Service Modifications

It is unlikely that any customer or transit system in the county will find it useful to make enough service modifications to meet the revenue to cost ratio goals needed. But it must be noted that among the six transit operations there is a variety of service span, service frequency, and service type.

Throughout the USA, transit systems have struggled during 2016 and 2017 with reduced ridership. Most of the few transit systems that grew ridership during this period opened new rail stations, Bus Rapid Station segments, added more frequent weekday service or added more frequent weekend service.

It is practical at this point to consider questions that non-rider taxpayers might be expected to ask. How much could be saved by reducing or eliminating Sunday service in some systems; how much if Saturday service was reduced; how much if evening service were eliminated?

These questions lead to challenging scenarios. Each of the transit systems has worked diligently to provide the transit service mix that best fits the needs of each of these communities. None of the transit systems would wish to eliminate service on a day of the week.

Think About the Transit Service with a Fresh Outlook

What if the policy making “tables were turned” in a planning exercise. If the transit system currently offered six day per week service with service ending at 6:30 pm. The hypothetical revenue to cost ratio was currently in compliance at 20% but the addition of late-night service and Sunday service would trigger a dilution of the ratio to 18%. From an individual taxpayer perspective, it would not be reasonable to add Sunday service if the system did not yet offer this, given the current condition of revenues to expenses. These types of policy debates may be difficult but necessary in the current environment.

Painless Modifications

As the team made over 150 field observations of transit operations in normal settings, on busy routes and lightly used routes it became clear that the evening service span and the service frequency represented the most logical productivity improvements possible in a coordinated system.

Table 5.1 presented two important findings. First, the peer group was significantly higher in riders per hour. Second, the peer group was significantly higher in cost per unit of service. This reminds us that the potential of savings or productivity improvements from coordinated services should include both coordinated administrative functions and coordinated lean service strategies.

The savings from coordinated administrative functions are predicted to exceed \$250,000 per year and the savings from service modifications (after providing alternative mobility choices) are predicted to exceed \$650,000.

Possibilities of Administrative Efficiency Modifications

The basic assumption of this study is that coordination of the six transit systems is important. It is mentioned as a pressing issue in the recent transit plans of five of the operations.

It was documented in Section 3 that Solano County saved over \$800,000 in year one. The South Central Pennsylvania Transit Authority (York) saved over \$830,000 in year one through the similar process.

But does that mean savings in Tulare could save as much as Solano or York? The cost of operations of the Tulare systems is rising due to new operations contracts, but the first issue is the current cost of the non-operations items. Excluding the costs of contracted service, the NTD reported (2017) cost per hour, excluding purchased service was \$15.43 in Visalia, \$18.33 in Porterville, \$18.39 in TIME, and \$22.18 in TCat. How does that compare to other transit systems. The same cost in Victorville, CA is \$14.24; in Marin, CA is \$16.34; in Santa Clarita is \$18.26; and in Modesto, CA is \$31.44.

The coordination of administrative functions offers the simplest form of improvement in the eyes of the customer. The estimate of \$1.00 to \$1.50 per hour leads to the projection of \$270,000 to \$410,000 in savings without loss of revenue.

Section 5.4 - Implementation Considerations

Several systems have merged the administrative support functions without merging the operations functions. The Task 3 example from Pennsylvania is a clear path to consider. The balance of needed fiscal efficiency and practical employment rights considerations led more than one system to evaluate a process of merging support functions without forcing current employees to change positions. The process of offering other employment opportunities to these talented individuals and reducing redundant staffing through attrition was successful.

Several systems that have merged functions of two or more transit systems have left the appearance of the vehicles and the public information identity as it had been before the change in organization structure. This offers the benefit of maintaining customer purchasing patterns and creates assurances in that services will remain reliable for trip patterns.

Similarly, with a service area of over 2,000 square miles, there will be the need to maintain several of the current operations/garage facilities to minimize deadhead costs.

A predictable method of merging the operations contracts could include a phasing approach. At the inception of a coordination of the six county operations the contracts may remain as they currently exist.

In the second step, the client could be changed to a regional organization.

In the third step, a decision would be made (after careful review) to leave the operations contracts separate or to blend them into a smaller number of agreements.

Section 5.5 - Differences Among the Six Transit Systems

The six systems that comprise the Tulare county transit services meet the more important needs of the residents of this large county.

The largest, Visalia Transit provides seven routes with 15 or 30-minute trip frequency, five routes with 45 or 60-minute frequency, and one route with 90-minute frequency. Evening service is similar, though two routes have less frequent service. Saturday and Sunday service levels are comparable to weekday levels, though one route is not operated on Sunday.

Porterville Transit provides six routes with 40-minute frequency and three routes with 80-minute frequency. Evening service is not offered. Saturday and Sunday service frequencies are the same as that provided by Tulare Intermodal Express (city) transit routes. These include seven routes with 30-minute frequency. Evening and Saturday service levels are the same as weekday levels. Sunday service is not offered.

Tulare County Area Transit (county) routes include one route with 35-minute frequency, three routes with 60 to 90-minute frequencies, two routes with 9 trips per day and three routes with 4 trips per day. TCaT routes do not offer evening or weekend trips.

Dinuba uses flex routes on the north and south routes. The three routes, including the Trolley route, offer 30-minute frequency. These routes provide 60-minute frequency on Saturdays and Weekday evenings. These routes are not operated on Sunday.

Section 5.6 – Recommendations for Coordination Modifications

The most salient recommendations are those that put the customers of the six transit systems on the path to assured financial sustainability under the current funding parameters. Though the costs of the purchased service contracts are increasing each year in a significant manner, the need for transit will soon be increasing dramatically. The three-year period of transit ridership decreases in most California cities is ending. The initial planning for the East-West Regional rail and the construction of the initial operable segment of the California HSR will alter the demand for transit trips, and perhaps for housing near stations.

The future density of residential development will increase either steadily or rapidly, if legislation is adopted to create new rules for density around stations. The next decade will certainly witness dramatic changes in the composition of the six bus fleets, pursuant to the CARB requirements for zero emission vehicles.

It is vital that the transit systems be prepared for these important changes; it is essential that the systems be resilient in view of the pending need to reduce cost per unit and respond to predicted increases in demand.

The rapid return to 20% fare recovery ratios is not complicated. It is not without merit.

In summary, there are four strategies recommended for consideration:

1. Fare Coordination and Service Agreements with Schools and Employers

Probable Annual Impact	\$25,000 to \$40,000
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2. Fare Increases Combined with Fare Capping

Probable Annual Impact	\$175,000 to \$225,000
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3. Service Modifications

Probable Annual Impact	\$650,000 to \$1.5 million
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4. Coordination of Administrative Functions

Probable Annual Impact	\$250,000 to \$411,000
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Section 6

COORDINATION RECOMMENDATIONS AND FINANCIAL ANALYSIS

Recommendations for Policy Makers to Implement Coordinated Transit

Two different models of coordinated transit are presented. Both make significant improvements in efficiency.

The most likely outcome is a full coordination approach through a Joint Powers Authority.

1. The region appoints a Task Force to study the details of the transition.
2. The Service Plan options presented herein are the basis of more detailed service decisions.
3. The structure of the Joint Powers Authority including governance and representation is reviewed.
4. Consider leaving the contractor agreements with the local governments through the budget process.
5. Monthly route level serve productivity for all operations are reviewed.
6. Monthly financial performance for all operations are reviewed.
7. The balance of regional funding allocation and local decision making are reviewed.
8. The next three-year capital and operating budgets are evaluated.
9. The decision is considered to transition to JPA in one year or phased in over three years.
10. If the decision to move to the Joint Powers Authority is no, several regional decision processes would remain.

Section 6.1 - Normal Evolution of Transit Organization

The Tulare transit systems have experienced a recent drop in economic productivity. Section 2 explains the pace of these changes. Many transit systems in California and the United States had similar patterns of ridership decline in the four-year period.

Section 6 explains the transit coordination recommended steps that offer relief from this issue.

As a group, the six transit systems were expanding service during this recent period of market contraction.

The county remains a leader in the agriculture economy of the state and the nation. The agriculture sector remains the largest employment sector for now and the foreseeable future, but the urbanized areas are growing more quickly than many realized. This leads to a large county with medium to high population density but low employment density. Transit is the means of travel to work for 0.7% of those employed, compared to 5.2% nationwide (U.S. Census Bureau, 2013 ACS Table S0801). Transit use for education, medical, shopping and other trips are comparable to other cities.

Vanpool use is high; as of 2017 there were 95 vans commuting each day from Tulare county to employers in Kern, Fresno, Tulare and Kings counties. If these vans were full each day, the transit ridership equivalent would be over 300,000 annual passenger trips. TCAG partners with the Fresno COG for the Valley Rides carpool and intermodal information service. TCAG also cooperates with South Valley Rideshare (Kings Area Rural Transit).

The population density of the urbanized areas of Visalia -Tulare (3,460) and Porterville (3,426) exceed that of Tulsa, OK (1,951) which is building a \$25 million Bus Rapid Transit project, Oklahoma City (2,098) which just opened the \$136 million streetcar project, and Victorville-Hesperia (1,969) which recently expanded the JPA to serve Barstow, CA.

Though the population density of each of the three larger Tulare cities is sufficient to support more intensive transit, the recent transit ridership declines hit harder in communities that do not have automobile economic constraints.

There is little paid parking in the three central business districts, there is no expensive parking either. There is little traffic congestion in the three cities. There are few large employers since the largest employment category is agriculture.

Kaweah Delta Health, Sierra View Hospital, and Walmart each have over 1,500 employees. College of the Sequoias has over 1,100 employees and over 12,000 enrollees. The three transit centers in Visalia, Tulare and Porterville, along with the Visalia Mall and the College of the Sequoias campus are large ridership destinations or connection points.

How Did Similar Systems Fare During 2013 – 2017?

Service levels in the region have risen over the last few years. But comparable systems that expanded significantly during the period have clear explanations. Note the number of trips per capita over the 2013 year. Compared to the four-year increase by 2017 four systems have small increases and two had clear reasons for large increases.

Table 6.1 - Comparison of Population, Trips per Capita and Service Increases 2013 – 2017

	2010	2013	2013	2017
	Urbanized	Ridership	Bus Rev.	Bus Rev.
	Population	per Capita	Hours	Hours
Fresno	654,628	19.3	328,312	340,918
				Up 4%
Visalia-Tulare-Porterville	294,311	8.1	167,686	210,776
				Up 26%
Comparison Group	258,727	9.1	117,510	142,960
				Up 22%
Bakersfield	523,994	11.1	296,066	311,069
Yuba City	116,719	10.7	48,119	48,724
Modesto	358,285	10.4	144,404	156,258
Hanford	87,941	9.2	38,773	48,917
Victorville-Hesp.	328,454	6.7	105,948	166,438
Merced	136,969	6.7	71,750	126,357

Source: Population, Urbanized Areas 2010 United States Census; Ridership and Rev. Hours, NTD

Note: This comparison only presents the revenue hours operated in the urbanized areas.

The table includes the urbanized areas of over 50,000 in each transit service area, not the entire service area.

Fresno, Bakersfield and Yuba City grew by less than five percent over the period. Modesto grew by less than 10% over the period. Of this small group of comparison transit systems, each had the same federal and state regulations to follow and the same funding processes.

Barstow agreed to merge with Victor Valley during the period which contributed the large increase in the Victorville-Hesperia urbanized area.

The Transit Joint Powers Authority for Merced County was formed in 1995 and modified in 2013 to deal with changes in the demand. The UC Mercer expansion changed ridership patterns. Both the Altamont Commuter Express and the California High Speed Rail service are expected in the future.

Expansion in the Tulare transit systems grew from the unmet needs process. The route coverage and frequency mix are relatively high for communities of this size.

Service was added in logical sequential decisions. But the ridership was eroding due to external variables during the period. The result was the decrease in economic productivity of the fixed routes as a region.

Redesigning the services to increase riders per hour of service and offer trip substitution to offset inconvenienced riders is best illustrated by examining the Clean Slate model. The simplest path to achieve most of the productivity improvements with little disruption is best illustrated by examining the One Region model.

Section 6.2 - Challenges in Growing Transit Systems at the Rural to Urban Inflection Point

All Federal Transit Administration and state TDA funding attempts to balance two critical factors: taxpayer equity and transit demand patterns.

At population levels that appear more rural than urban, transit funding is allocated on population. The FTA recognizes one level of rural transit and three levels of urban transit. The rural population threshold is up to 50,000. The Federal Transit Administration recognizes the differences with separate funding categories for rural (less than 50,000 population) and urban (small 50,000 to 200,000 population; medium 200,000 to 1,000,000 population; and large over 1,000,000 population). Tulare county receives three types of FTA funding, one for its rural share of population, two for its share of urban population and related variables.

The Visalia-Tulare urbanized area falls in the 200,000 to 1,000,000 population level. The current allocation is \$5.768 million. The calculation is based on the comparison to all other urbanized areas in this category. This category distributes the federal apportionment based on these variables:

25% population

25% population * population density

50% revenue miles

The Porterville urbanized area falls in the 50,000 to 200,000 population level. The current allocation is \$2.571 million. But this allocation is a suggested amount to the Governor's office who has the authority to adjust the amount. This category distributes the federal apportionment based on these variables:

50% population

50% population * population density

The state recognizes the transit demand differential in several ways. The Transportation Development Act Local Transportation Fund process balances the user vs. taxpayer funding of operating costs with two standards: 20% (fare revenue/operating costs) in urbanized areas, 10% (fare revenue/operating costs) in rural areas. It also recognizes that roads are critical to the economic health of rural counties, allowing any excess LTF after considering unmet transit needs to be used for local streets and roads, construction and maintenance. This provision is limited to counties with population under 500,000 (1970 census). As mentioned in several meetings and in this report, there are several refinements and modifications of the 20% standard. The most important of which is the ability of the county transportation commission to lower the standard to 15%.

The LTF calculation attempts to balance taxpayer equity with transit demand through the unmet needs process.

The 20% urban area fixed route, 10% demand response, 10% rural benchmarks remain useful as objective measures of the balance between customers and taxpayers. Most importantly, the

four-year trend downward is juxtaposed against the new service agreements which will exacerbate the challenge over the next three years.

The coordination steps which follow are intended to create a significant, but moderate, economic restructuring with the perspective of protecting current riders trip patterns, providing new transit flexible services and improving taxpayer financial productivity.

Section 6.3 - Clean Slate Model

Fixed Route Service Design

The Clean Slate Model takes the position that the current transit organizations do not yet exist. It assumes that the new plan will meet the transit demand based on the actual employment numbers and locations; the actual population and density; and the actual shopping, medical, and school destinations as efficiently as possible.

There are a variety of differences comparing the Clean Slate Model to the existing service. The differences are minor, but broad in nature. For example, the more frequent service offered in the Clean Slate Model is 20-minute service rather than 15-minute service. The routing changes deliver more direct routes and more frequent free transfers.

SERVICE FREQUENCIES

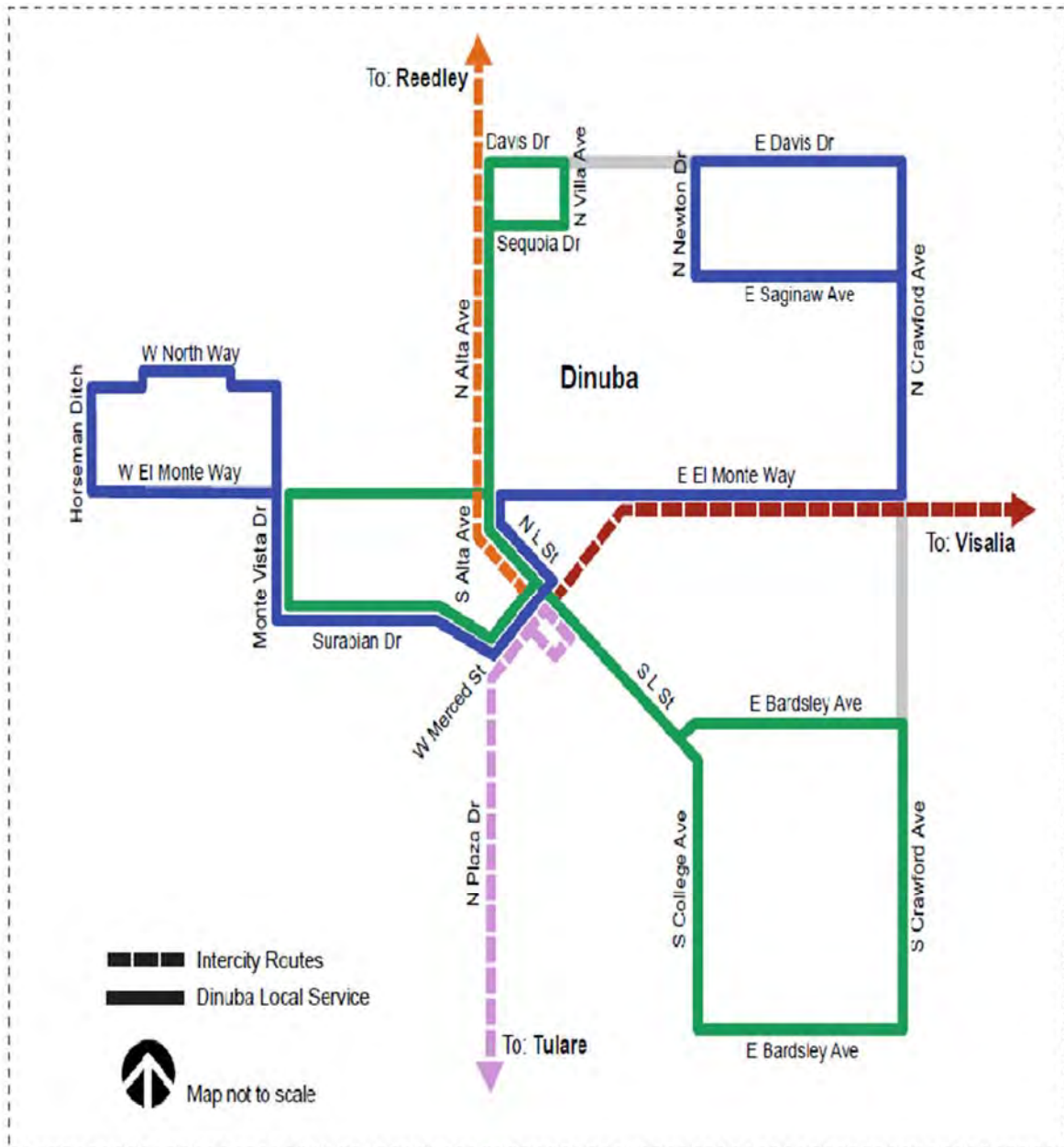
Route #	Name	Weekday				Saturday	Sunday
		AM	Midday	PM	Evening		
Visalia Local Routes							
V1	Mooney Blvd Visalia-Tulare	20	20	20	30	30	30
V2	Visalia Caldwell Med Center	30	30	30	60	30	60
V3	Visalia Tulare Ave -Walmart	30	30	30	30	30	60
V4	Exeter Medical Cntr via Walnut	30	60	30	60	60	60
V5	Visalia Goshen Ave	30	60	30	60	60	60
V6	Visalia St Johns Target-Lovers LN Golden West HS	30	60	30	60	60	0
V7	Visalia Houston Demaree Riffin	30	60	30	0	90	0
Tulare Local Service							
T8	Tulare Northeast-Northwest	30	30	30	60	30	60
T9	Tulare South K Street	30	30	30	0	30	30
T10	Tulare South East	30	30	30	0	30	30
T11	Visalia Tulare Express	30	30	30	60	30	0
Porterville Local Service							
P12	Porterville Putnam Prospect Walmart	30	30	30	30	30	30
P13	Porterville Olive Westwood Walmart	30	30	30	30	30	60
P14	Porterville Eastside Crosstown Bi-Directional	15	15	15	30	15	30
P15	Porterville College	30	30	30	60	30	30
P16	Tule Indian Reservation	60	60	60	60	60	60
P17	Porterville Jaye St Walmart	30	30	30	30	30	30
Dinuba Local Service							
D18	Dinuba Blue Line East West	30	30	30	0	30	0
D19	Dinuba Green Line North South	30	30	30	0	30	0
Intercity Service							
M20	Dinuba Visalia Med Cntr Express	60	60	60	60	60	0
M21	Dinuba Visalia via Orosi	60	60	60	60	60	0
M22	Ivanhoe Woodlake Three Rivers	60	60-120	60	0	60-120	60-120
M23	South County Tulare-Delano	60	60-75	60	0	75	75
M24	Visalia Porterville	60	60	60	0	60	60
M25	Porterville Tulare	120	120	120	0	120	120
M26	Porterville Springville	60	0	60	0	0	0
M27	Visalia Fresno	60-120	0	60-120	0	180	180
M28	Dinuba Reedley	60	60	60	60	0	0

SERVICE MILES AND HOURS BY ROUTE

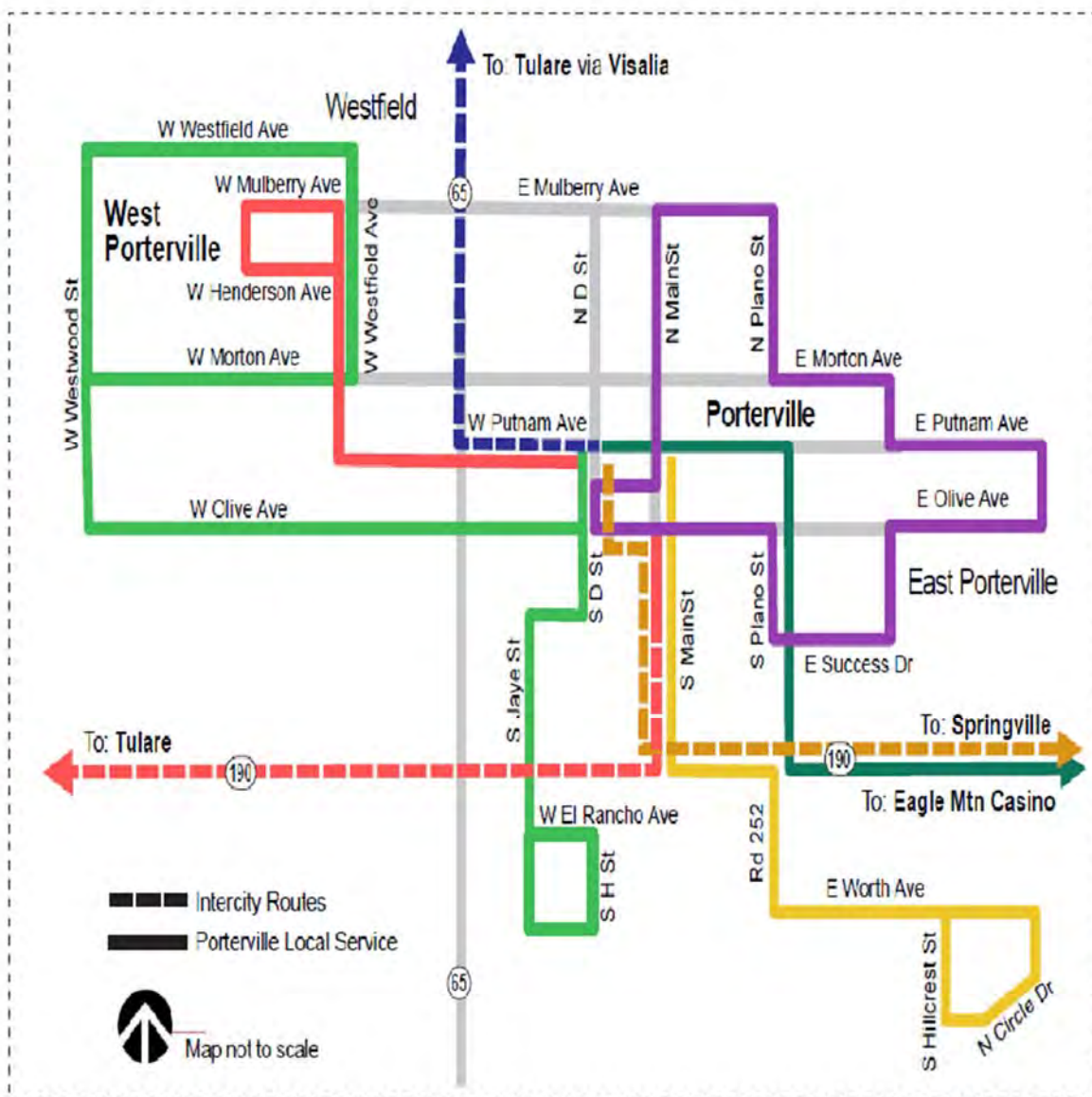
		Miles			Hours		
Route #	Name	Wkdy	Sat	Sun	Wkdy	Sat	Sun
Visalia Local Routes							
V1	Mooney Blvd Visalia-Tulare	1047	738	619	72	47	39
V2	Visalia Caldwell Med Center	467	467	210	42	42	13
V3	Visalia Tulare Ave -Walmart	341	341	143	31	31	13
V4	Exeter Medical Cntr via Walnut	681	474	326	45	32	22
V5	Visalia Goshen Ave	554	386	265	45	32	22
V6	Visalia St Johns Target-Lovers LN Golden West HS	319	207	0	29	14	0
V7	Visalia Houston Demaree Riggins	412	157	0	31	12	0
Tulare Local Service							
T8	Tulare Northeast-Northwest	378	378	168	27	27	12
T9	Tulare South K Street	280	280	235	12	12	10
T10	Tulare South East	230	230	193	13	13	11
T11	Visalia Tulare Express	1021	1021	0	29	29	0
Porterville Local Service							
P12	Porterville Putnam Prospect Walmart	189	153	128	15	12	10
P13	Porterville Olive Westwood Walmart	354	293	132	29	24	10
P14	Porterville Eastside Crosstown Bi-Directional	454	389	186	28	24	10
P15	Porterville College	270	195	195	16	11	11
P16	Tule Indian Reservation	592	518	407	32	28	22
P17	Porterville Jaye St Walmart	186	162	126	15	13	10
Dinuba Local Service							
D18	Dinuba Blue Line East West	319	271	0	27	23	0
D19	Dinuba Green Line North South	325	277	0	27	23	0
Intercity Service							
M20	Dinuba Visalia Med Cntr Express	629	629	0	16	16	0
M21	Dinuba Visalia via Oroqui	682	469	0	31	21	0
M22	Ivanhoe Woodlake Three Rivers	438	351	351	14	11	11
M23	South County Tulare-Delano	757	261	261	26	9	9
M24	Visalia Porterville	780	300	300	27	10	10
M25	Porterville Tulare	408	377	377	12	11	11
M26	Porterville Springville	145	0	0	4	0	0
M27	Visalia Fresno	672	384	384	17	12	12
M28	Dinuba Reedley	217	0	0	15	0	0

The Clean Slate Approach represents annualized totals of 4,061,796 miles and 226,373 hours.

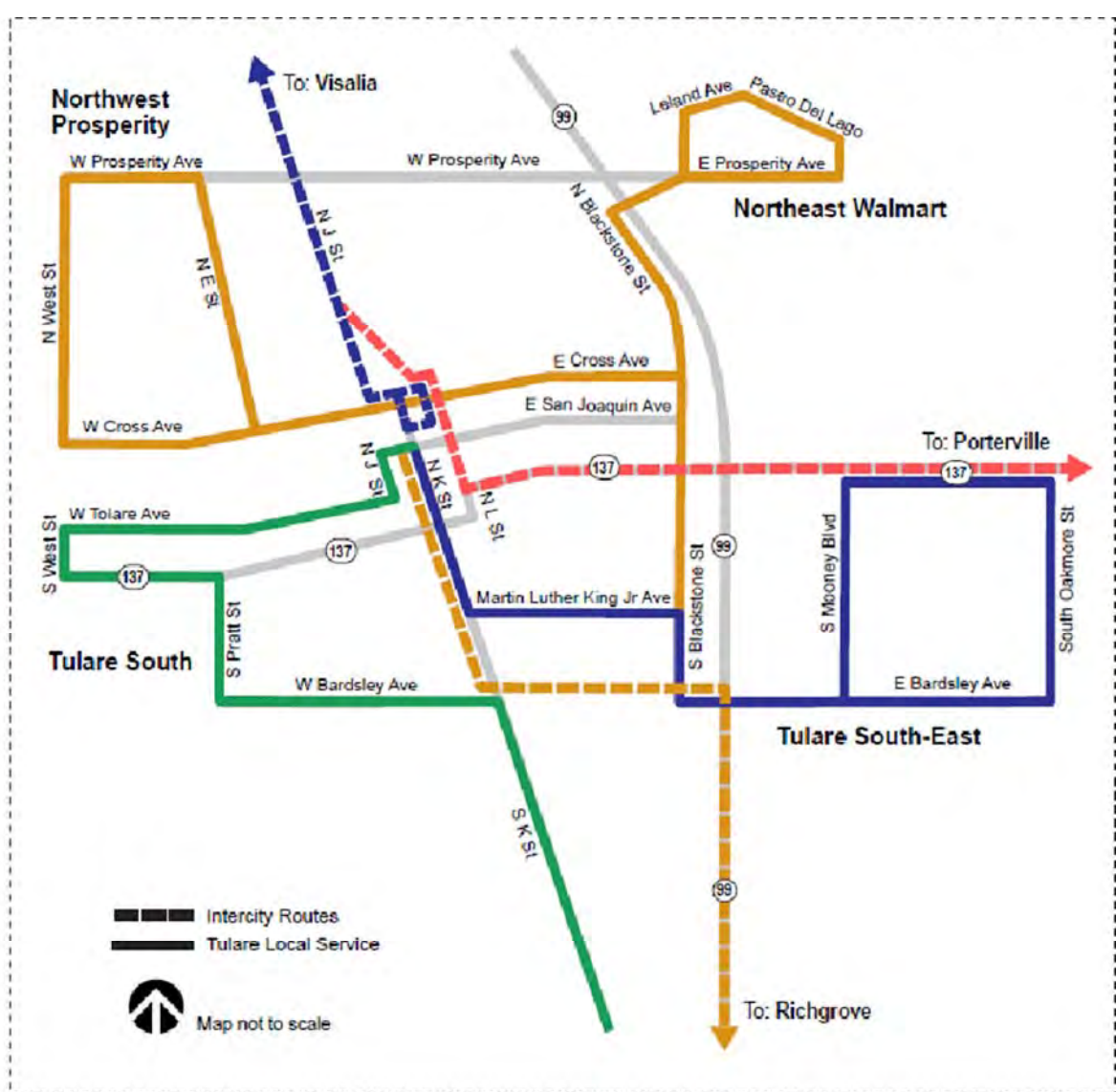
Dinuba Local Service



Porterville Local Service

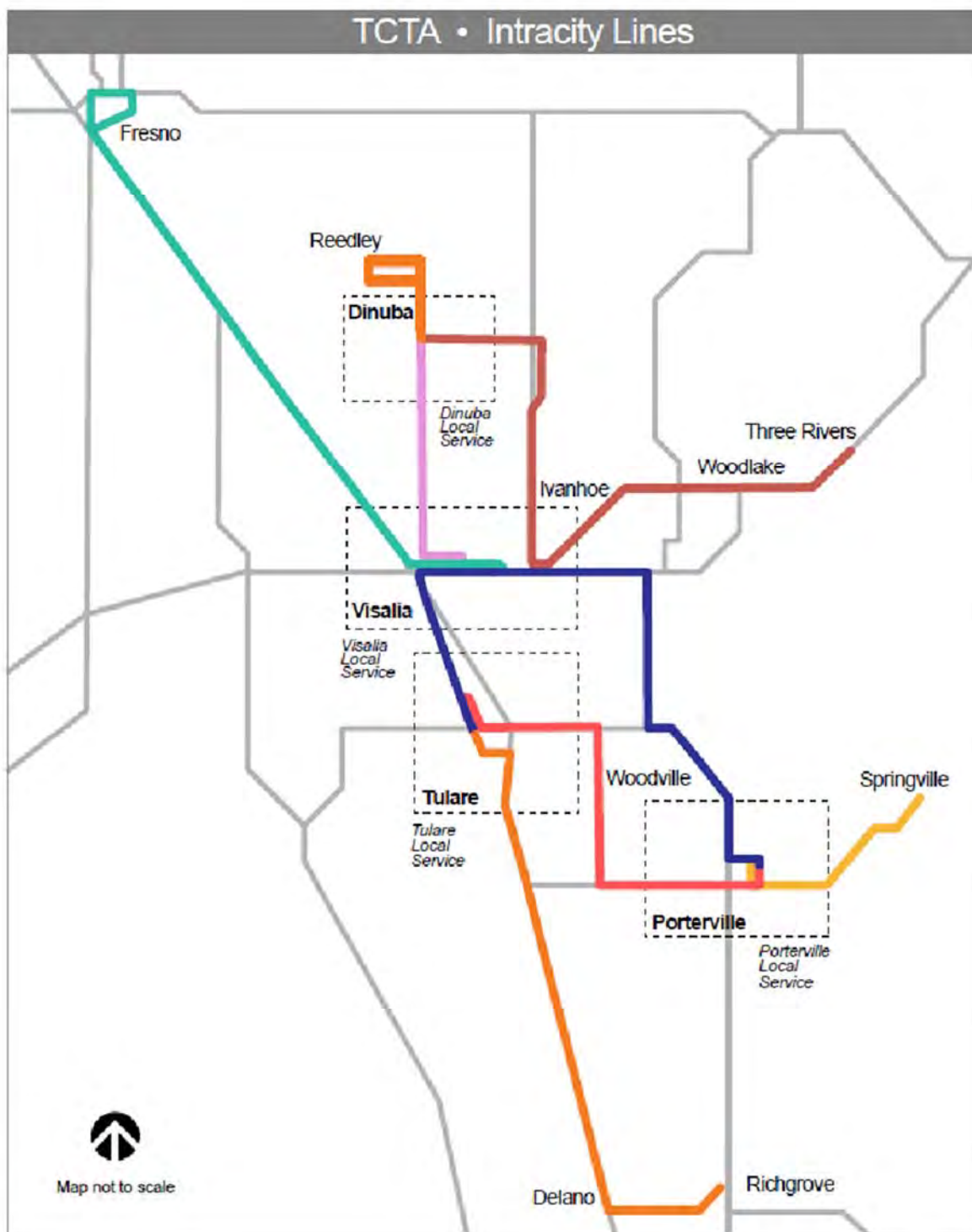


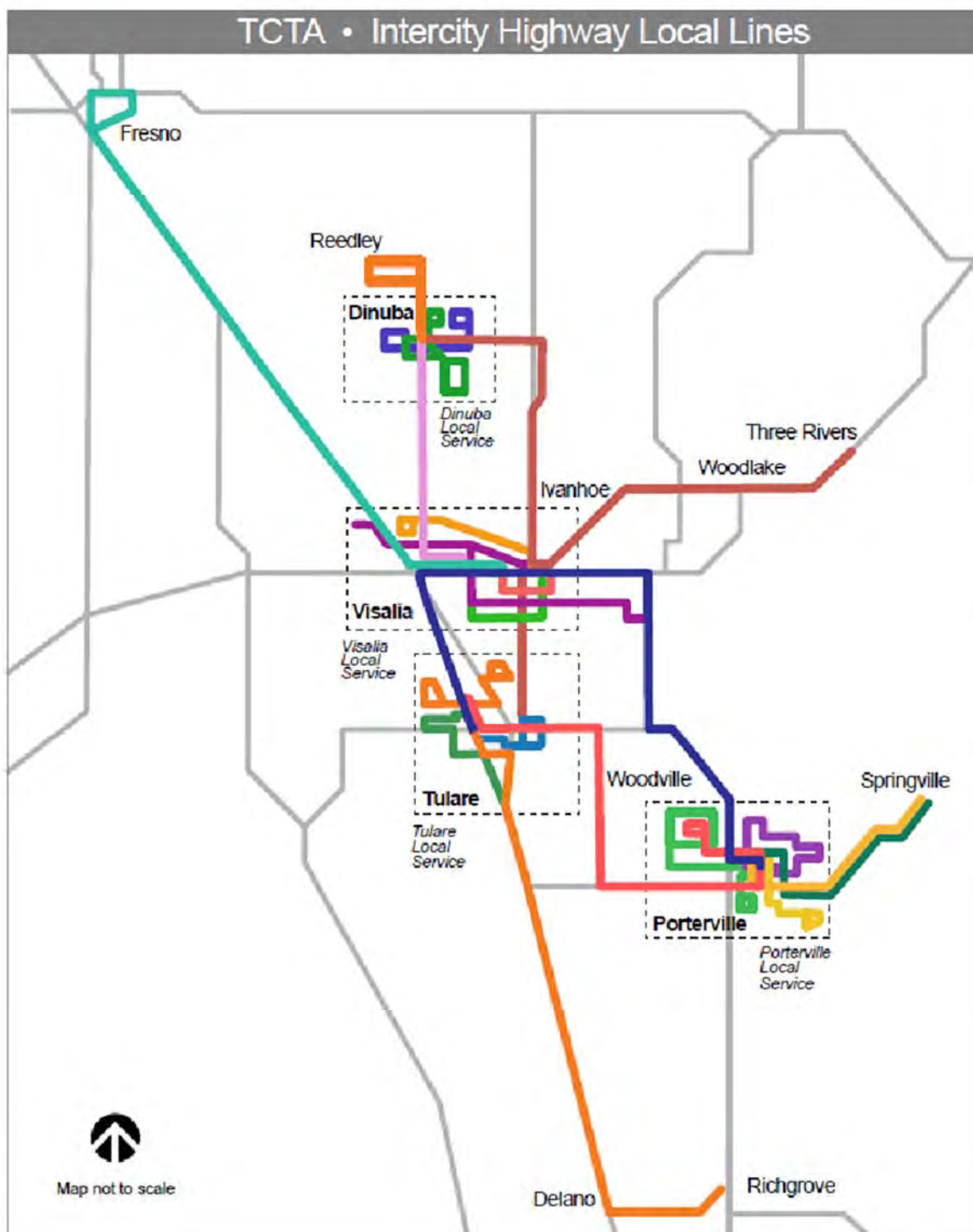
Tulare Local Service



Visalia Local Service







Clean Slate Fixed Route Summary of Significant Differences

The summary of noticeable changes includes:

Visalia – the most frequent service is changed from 15-minute to 20-minute frequency.

Visalia routes - streamlined to eight regular routes.

Porterville - routes are streamlined to six regular routes.

Tulare routes - are streamlined to three regular routes.

Dinuba routes - are streamlined to two regular routes.

Intercity routes - have minor changes.

Transfer Pricing

In the Clean Slate Model there are no individual transit systems beyond the single unit. The issues regarding the interaction of transfers between systems and acceptance of each system tickets, fares, or passes is resolved.

Rideshare Service Design

Volunteer Drivers – A new program would be established to use volunteer drivers to supplement services for seniors and those customers with disabilities. The National Center for Mobility Management provides the latest data on this rapidly changing field.

Volunteers would register, (as they do in the 58 similar services in California), for mileage reimbursement. After one year of operation and evaluation, transit-owned vehicles could be considered for inclusion in the program.

Transportation Network Companies – Shared rides would be offered through existing demand response service, Uber, Lyft and other providers. The cost for trip reduction substitution would be identical to the fixed route price. The cost for additional trips through private carriers would be shared equally by the customer and the JPA. This discount would be offered for eligible trips. The eligible trips would initially be limited to the areas and times that had limited fixed route service. The service would be expanded to supplement ADA trips once the JPA were convinced the trips were more beneficial to the service delivery.

Car Share Service – The Car Share model would emulate the model operating in large markets. Recent evidence suggests this service can be practical in much smaller communities also. The Victor Valley Transit Authority service in Needles, California is a simple solution. The Enterprise Carshare program uses a small automobile. The normal refuel cost and membership fee are paid by the transit system. The user pays a simple \$5 per hour (to a maximum of \$40 per day) for the use of the vehicle. This service is available in over 70 locations in the nation with Enterprise. Other providers offer car share at different rates. The cost to the transit system is less than \$45 per day. The service is useful to those who use transit for most trips, but have an occasional need for a longer trip.

Elasticities of service modification

The services comprising the Clean Slate model reflect a closer balance of transit supply and demand. The service efficiencies include an estimation of twenty percent of the savings to be spent on service substitutes. For example, as the late night fixed route service is reduced by one hour in many cases, the substitute flex service is offered to meet the smaller need.

Elasticities of fare modifications

Fare capping is used in the Clean Slate model. The concept is simple. Using either tap card pass technology or mobile phone app pass technology customers of different income levels can each take advantage of the deepest discounts available. Typically, the deepest discount is the unlimited 31-day pass. It is also the more expensive one-time purchase. The technology sorts the number of trips by this user in the last 31-day period and the amount of fares paid or passes purchased. If the customer reaches the amount of fares equal to the 31-day pass sale, the remainder of trips are added to the stored value at no extra charge.

Other Fixed Route Services

The V Line service is not impacted by this model. The route to Delano is not modified by this model.

The Sequoia Shuttle is not modified by this model. The intercity services provided by Amtrak, Greyhound, and Orange Belt Trailways are not modified by this model.

Section 6.4 - One Region Model: From Current Service to Lean

Fixed Route Service Design

The following modifications are designed to tighten economic productivity. The changes range from minor to moderate. None would be attempted without updated metrics, public hearings, alternative service and recognition of possible changes in progress. The total hours saved in comparison to 2017 actual levels total 26,475. This represents probable savings of over \$1,000,000 per year after mitigating service alternatives have been provided and after the minor revenue losses have been recognized.

Shorten Visalia Weekday Evening Service

Removing the last hour of service – saves 3,315 annual revenue service hours.

Shorten Porterville Weekday Evening Service

Removing the last hour of service - saves 2,295 annual revenue service hours.

Shorten Porterville Saturday Evening Service

Removing the last hour of service - saves 459 annual revenue service hours.

Shorten Dinuba Saturday Service

Removing the last hour of service – saves 153 annual revenue service hours

Modify Visalia Routes 7A, 7B Midday and Evening Service (alternate rotations each 30 minutes)

Changing midday and evening service to two trips per hour, not four saves 2,295 annual hours.

Serve Visalia Route 15 with Route 11X (11X on Noble, Mineral King between Mooney and Akers)

Redirect Route 11X to replace Route 15 - saves 4,583 annual revenue service hours.

Eliminate/Reassign Porterville Route 8

Serve with adjoining routes – saves 2,695 annual revenue service hours.

Eliminate TCAT Route 60

Productivity does not support fixed route service – saves 1,594 annual revenue service hours

Eliminate Dinuba Route 1

No point of route is over four blocks from another route – saves 4,024 annual hours.

Eliminate Tulare Route 7

Redirect customers to Tulare Route 2A, 2B, TCAT service - saves 5,062 annual revenue hours.
The 2A route and 2B route would provide alternating 60-minute frequency on each branch.

Changes with Savings Based on Choices of Transition

The following three organization changes would save over \$250,000 annually once staffing is reorganized.

These changes do not have to be completed immediately.

The savings might be deferred if the transition process includes the efficiency through attrition method.

Combine TCAT, TIME Operations

The two operations are managed under one contract, the new TOMF would provide a practical maintenance and operations base for these routes and for the demand response services.

Reassign TCAT Routes 10, 30, 50 to Visalia

These three routes would be operated by the modified Visalia organization.

Reassign TCAT Routes 40, 70 to Porterville

These two routes would be operated by the modified Porterville organization.

Operate Revised Dinuba Routes by Visalia

The remaining three routes would be operated by the modified Visalia organization. The vehicles would be fueled and cleaned daily at Dinuba, supervised and dispatched by Visalia.

Transfer Pricing

In the One Region Model, the need for transfers between systems is solved by a regional free transfer approach. The “free” transfer from Visalia to TCAT to Porterville, for example is considered offset by the marginal increment of additional trips taken. In practical terms, this step is administered by the use of period of time limits, rather than trip limits. The monthly TPass is already a model of user simplicity. The day passes for each system would simply be recognized as valid regardless of where purchased. The one trip pass would be valid for 2.5 hours; long enough to board virtually any combination of one direction trips.

Demand Response Service Design

The Demand Response service would continue to provide trips that conform with the complementary paratransit service requirements of the Americans with Disabilities Act. The different local providers would eventually become one by virtue of the Joint Powers Authority.

As soon as practical, the operation would be shifted to the new TOMF at the Tulare Government Plaza. There would be minor changes that reflect the fixed route efficiency changes. There would also be expanded trip options provided through the coordination with Transportation Network Companies.

Rideshare Service Design

The new set of rideshare services identified in the Clean Slate Model would also be adopted by the One Region Model. The Volunteer Driver, Transportation Network Companies, and Car Sharing services will offer more trip options for more customers. The new services are paid by the customers and by a portion of the savings of the productivity redesign of fixed routes.

Differences Between existing service and Clean Slate Model; One Region Model

The analysis has considered the current services from a variety of perspectives. The current operations deserve commendation for the safe operation, frequent headways, and clear customer information systems in place.

Few transit systems of this combined size provide more information about which bus comes to this passenger shelter and when it is to be expected. It is also rare to find a transit system of this size that offers significant amounts of 15-minute frequency and late evening service. The customer information is commendable. The service levels should be reconsidered.

The recurring process of public hearings to identify unmet needs is a vital part of the state funding process. It is important to note the distinction of “reasonable to meet”. This standard is to consider the potential of the service to quickly reach the expected service productivity. The standard is also to consider if the TDA funds would be required in excess of the population apportionment. This is a relatively straightforward process when considering a growing economic market for transit service. As ridership is growing, a new route or an increase in service frequency can be reasonably estimated. The problem is different in a market of reduced demand. The transit operators in Tulare have made adjustments with slight service reductions and moderate fare increases. It seems logical that the adjustments should be reviewed.

The Clean Slate Model identifies a high level of fixed route transit service at a reduction of 30,237 hours per year, compared to the 2017 reported levels. It does not leave any significant portions of the urbanized area unserved; and lowers the amount of service to 226,371 annual revenue hours.

The One Region Model also identifies a high level of transit service yet yields a reduction of 26,475 hours per year. The 2017 revenue hours of the six transit systems was 256,608; the modified revenue hours total 230,133 annual revenue hours.

In Section 6 the comparison is made to 2017 revenue hours for fixed route service in the six transit systems.

It does not require dramatic changes to operating structures, though the Joint Powers Authority approach is recommended for both options. The move to a regional operating process will change the decision-making process.

Section 6.5 - What are the Probable Benefits Beyond Basic Economics

Preparation for Future Rail Transit Needs

Interaction with eventual rail services may seem to be distant in the future but consider for a moment two rail projects that are in planning and construction phases. These projects change the dynamic by creating travel trip ends that do not include auto trips.

The Cross Valley Corridor rail project is planned to eventually connect Porterville, Lindsay, Exeter, Farmersville, Visalia, Goshen, Kings Tulare High Speed Rail Station, Lemoore, Naval Air Station Lemoore, and Huron. It is important that the interaction among the six Tulare communities served by transit and the Cross Valley Corridor rail project be based on coordinated assessment of needs and objective performance measurement. The first ten years of service are to be provided by regional bus service. The second phase is to provide the initial rail service from Visalia to Lemoore. The third phase is to provide regional rail service along the full alignment.

The California High Speed Rail Initial Operable Segment is under construction from Bakersfield to Merced. New ridership estimates are expected after the decision to open only the Initial Operable Segment in the current funding scenario. The new trips made by the High Speed Rail line customers will generate new transit trip connection opportunities.

The potential for new transit trip demand in Tulare County from the opening of this project may seem unlikely at present. The recognition of housing affordability problems outside the region is being taken seriously. The possibility of attracting millennials to live in Fresno Tulare and Kern counties was once remote. The trends are changing and will accelerate if or when either rail project opens.

The Brookings Institute 2018 Report: The Millennial Generation identifies the top 15 urban areas in terms of portion of millennials to total population: Bakersfield is currently 7th (26.3%) and Fresno is 12th (25.8%). It is not complicated to see the path to higher relocation decisions to take advantage of the affordable housing solutions near the commute shed of each of the proposed stations.

From public comments to Title VI assessments to ridership projections, to service integration with bus transit in the six cities, the coordination with both rail services will be facilitated by the integration of transit governance among the six cities.

Interaction with Federal Transit Administration

The federal transit grant process includes requirements for coordinated transit planning and public input processes through the Metropolitan Transportation Planning process in areas over 50,000 population. Congestion Management planning is also required for urbanized areas over 200,000 population.

The process shall be continuous, cooperative and comprehensive while addressing the ten factors: economic vitality; safety; security; accessibility (people/freight); energy conservation and environmental protection; intermodal connectivity; efficient system operation; preservation of existing transportation systems; improve resiliency and reduce stormwater impacts; and enhance travel/tourism. (23 Code of Federal Regulations 450.306)

The requirements in the federal planning cycle include a step wise process:

Goals and Objectives

Problems and Needs Identification

Evaluation of Potential Solutions

Long Range Transportation Plans

Transportation Improvement Programs

Project Development

Performance Monitoring, and return to shape the new Goals

The use of performance-based planning is critical to the success of the required transportation planning functions. Performance targets allow transit system managers to determine their relative successes on a monthly (or daily) basis. The new regional approach to the six transit systems decision processes would add the annual performance targets and metrics to the annual budget cycle. The targets can be set to uniform thresholds throughout the urban areas, or the targets can be adapted to reflect the differences in sub-fleets, traffic patterns and topography. The requirements for coordinated transit planning are clear. The regional move to coordinate the organization would normally strengthen the process.

The decisions would be expected to be updated each year, much as the budget process.

Our recommended starting point for the region takes into account existing published metrics from Short Range Transit plans in the region and offers four simple assessments as follows:

Fixed Route Bus

Urban

Fare/Operating Expense	20%
Productivity	25 riders/hour – evaluate increase
	10 to 25 - norm
	5 to 10 - evaluate modifications
Safety	Under 5 - evaluate service type
	Under 2.0 prev. accidents/100k miles
Reliability	8,000 miles per service interruption

Rural

Fare/Operating Expense	10%
Productivity	15 riders/hour - evaluate increase
	7 to 15 - norm
	4 to 7 - evaluate modifications
	Under 4 - evaluate service type
Safety	Under 2.0 prev. accidents/100k miles
Reliability	8,000 miles per service interruption

Demand Response

Fare/Operating Expense	10%
Productivity	5 riders/hour - evaluate increase
	1.5 to 5 - norm
	Under 1.5 - evaluate service type
Safety	Under 2.0 prev. accidents/100k miles

Reliability

8,000 miles per service interruption

Each of the steps will benefit from increased coordination of the six transit systems. The performance monitoring will be significantly different than in prior years.

There are several regional plans called for in the Federal Transit process:

- Transit Asset Management Plans

- Transit Safety Plans

- Congestion Management Evaluation

- Coordinated Public Transit – Human Services Plans

- Pedestrian and Active Transportation Plans

These five plans and the six local Transit Development Plans will become clearer to the community when the six transit systems coordinate at the county or regional level.

There are a variety of compliance activities that will be assumed by the Joint Powers Authority as the member governments choose to transfer their responsibilities as grantees. These include, but are not limited to:

- National Transit Database information

- Triennial Review documentation

- Buy America compliance actions

- Americans with Disabilities Act compliance activity

- Disadvantaged Business Enterprise plans and compliance

- School Bus service limitations

- Charter Bus service restrictions

- Section 5333b compliance actions

- Davis Bacon Prevailing Wage activities

- Equal Employment Opportunity reporting

- NEPA – Categorical Exclusion documentation

- NEPA – Environmental Analysis

- NEPA – Environmental Impact Statement Preparation (for large projects)

- Title VI Plan, Public Input during Fare or Service Modifications

Each of these will be prepared at the Joint Powers Authority level once the JPA is approved.

Interaction with State of California

Caltrans offers several funding programs in addition to the TDA. The 2018 Transit and Intercity Rail Capital Program 2018 awards included many projects in the largest cities, but also included the Southwest Community Connector in Fresno. The multiple year award was \$7.798 million for six electric buses and charging infrastructure to connect Southwest Fresno with 15-minute frequency to the job centers in North Fresno.

The State of Good Repair projects approved by Caltrans in 2018 included eight awards to Tulare regional transit systems. The total was over \$600,000, six of the eight awards were for less than \$100,000. The Victor Valley Transit Authority received one award for \$671,195. The Transit Joint Powers Authority for Merced County received one award for \$384,908. The Stanislaus Council of Governments was awarded \$732,743 for cleaning and maintenance of all transit stops in the region.

The TDA allocation processes and TDA audit processes require coordination and that currently is provided through the TCAG. It is not certain, but seems probable that with the certain adoption of new bus technology and the probable opening of two new rail services in the future that the region would need a unified voice to compete effectively for the maximum capital through Caltrans programs.

CARB

The 2020 CARB Electric Bus rollout plan will be prepared by the Joint Powers Authority, once the JPA is approved and adopted.

Though the 2026 deadline for phased purchase of electric buses allows the new technology problems to be resolved at the larger transit systems first, the technology change has created several range and reliability issues. The lessons being learned by the advance deployment in Visalia and Porterville and the new original equipment manufacturers competing in the market will be instrumental in making the new technology successful.

The electric buses offer zero vehicle emissions, lower fuel costs, and lower maintenance costs. The challenges include range between recharge and the cost of infrastructure improvements.

The electric buses will achieve the promised benefits in the transit systems with the best training and problem solving. There will likewise be a period of problem solving while the unusual technology matures. It will be vital to have one garage focus on the range issues, reliability issues, and recharge cycle/battery life issues.

Section 6.6 - Implementation Process

JPA Approach

The Joint Powers Authority method would include the affirmative decisions of each member that chooses to join. There is an assumption that each of the six would join, but there is no such requirement.

Recommended Organization

The organization (authority) would be governed by the Board of Directors. The Board would normally meet monthly though six meetings per year may suffice after the first year. The number of Board members would depend on the number of systems participating. It is practical to appoint an elected official from the participant governments to be Board Members of the Joint Powers Authority.

Assuming, for the sake of discussion, that each of the six transit system member cities and county join in year one, the recommended board composition is:

County	4 members
Visalia	2 members
Tulare	1 member
Porterville	1 member
Dinuba	1 member
Exeter	1 member
Lindsay	1 member
Farmersville	1 member
Woodlake	1 member

The Board will appoint the chair, vice-chair, secretary, treasurer, and general counsel.

The appointment of each Board member is the responsibility of the local government participating. The members will be elected officials of the participating local government.

The term of each board member would be two years or longer. The number of consecutive terms allowed would be determined by the participating local government. The decision to join or exit the Joint Powers Authority by the member local government will be guided by three principles: taxpayer fairness, governance representativeness, and potential effectiveness. The JPA will have a ten-year term and may be renewed for each following ten-year term by the

affirmative action of each member. The exit of a member government requires a six month notice process and the liquidation of the financial liabilities and obligations attributed to that member. The Joint Powers Authority may be terminated by expiration of the ten-year term or by unanimous vote of the members. The termination would be followed by the transition of the assets and services and financial responsibilities to a successor organization or it may lead to an equitable division of all remaining assets, liabilities, and services under the principles described above for a single member exit.

Executive

The Joint Powers Authority will be led by a chief executive. The assumption is that one of the existing executives involved in the transit or transit planning process would be selected to lead the organization. The executive director will be responsible to plan, direct and organize the team and oversee the service agreements and/or collective bargaining units.

At the inception of the authority, the chief executive would monitor the performance of the member systems. The presumption is that the first year of service would leave the daily operations to operate in much the same manner as before joining the Joint Powers Authority. The performance reports each month would yield clear directions for increasing productivity. The first budget cycle after formation would be expected to include service, fare, and staffing modifications to eliminate redundancy of tasks and create the continuous improvement cycle that measures performance against the most relevant peer transit systems.

Executive Duties Mature with Organization Development

The new Board of Directors can decide any public policy needed to make the JPA performance achieve the goals of the organization, subject to the JPA organizing documents. The first year, it is expected that each of the transit systems that join the JPA would continue to operate, that each city or county agreement with a service provider will be maintained, and that the daily operations will be governed by the annual service agreements and annual budget. These agreements and budgets will be led by the chief executive and subject to review and approval by the Board of Directors. The first year would include the first round of Federal Transit Administration grants and California Transportation Development Act allocations to the JPA rather than to the six agencies or member governments.

Year one would be the first year for preparation of the service agreements and annual budgets. It is expected that the demand response call center would be transferred to the JPA in the first quarter of year one. It is expected that the regional transit marketing and fixed route service customer service functions would be transferred during the second quarter of year one. In the third quarter of year one, it is expected that the financial audits, National Transit Database, TDA performance reports, and TDA audit functions would be transferred to the JPA.

The second year it would be expected to include a transfer of the assets by lease agreement to the JPA. That would provide an insurable interest and lead the JPA to provide the insurance

policies, deductibles, and retention of risk funds. The vehicle leases would cover and reflect the process of member exit, should that be necessary.

By the second or third year it would be expected that the members and the Board of Directors will be comfortable enough to acknowledge all future assets be purchased and owned by the Joint Powers Authority.

The second year it is expected that the chief executive would assume the lead in all transit planning efforts, all service performance verifications, and all customer service functions. It is expected that the model organization size will be accomplished by transition of several transit positions to other functions within local government, such that any overall reductions in number are achieved through attrition.

Service Allocations

The members of the Joint Powers Authority remain free to operate the amount of service they choose under this model. The first year of the JPA, it is expected that all operations will begin as they are organized currently. Using the most productive elements from the coordination approaches, the JPA would agree on the regional service mix that will be supported by the TDA funds. The service miles and hours for the year would be clearly identified, along with the regional fare structure and marketing approach. That does not mean that each neighborhood in the county will have the same service. It will be clear upon adoption of the first service plan that the region collective decision making has assured the entire county achieves basic mobility, that the areas of greatest ridership receive service that reflects the demand, and that areas that have any service reduction have a service alternative available.

Similarly, each city that chooses to offer more service than the regional funding allocation process supports would also choose to support that effort with local funds and fares of their choice. These additional services are expected to be a minor portion of the overall service mix but might be important to a neighborhood or a chamber of commerce or a college.

Provision of Service

At inception, there is no need to change operations or operations contracts except to the extent that service quantities evolve. Gradually, the term of the operations contracts will end. The future operations contracts would evolve such that the JPA will be the transit provider rather than the local government.

The JPA would reach a decision, at a later date, regarding the structure of the future operations contracts. There are logical arguments to have more than one contractor. The competitive benefit to the taxpayers is maximized as the number of competitors increases and as the scale of units to be provided increases. The solution may be to provide the competitors with the use of maintenance facilities and to structure the eventual bids into service packages that could be awarded all to one provider or to more than one provider. This method is often used in Foothill Transit and Los Angeles DOT competitive procurements.

Policy Setting

Many policies will be changing or evolving. The performance metrics and service standards would be among the first policy issues to be resolved. These determinations would have important impacts on the service allocation policy choices and budgets. The local government members will retain the ability, at the inception, to decide on the service levels for their community.

The evolution would include a transition to regional choices of the funding allocations. The policy choices for regional fares, the interpretation of operating ratios and service substitutions will be among the more important issues that the JPA will decide in the initial years of service.

Later issues that would form the strategic direction of the JPA for many years include: procurement policies, human resources decisions, and public involvement approaches. The way that purchases are approved, talent is recruited and rewarded, and the public kept informed of both issues determines the success of most transit organizations.

The important policy choices in redesigning compliance activities for Federal Transit Administration, Caltrans, and CARB would follow the general pattern of the last several years. The most significant change in compliance processes would be a simpler approach. It is not expected that the first five years would see dramatic changes in any compliance activity.

Recommendations for Current Transit Managers to Prepare for Coordination

1. Create a Task Force of the managers.
2. Evaluate, improve the service alternatives presented here and prepare public hearings.
3. Implement regional fare process, including free transfers.
4. Consider the impacts on service contracts with private providers.
5. Consider asset transfer by either merger into the JPA, or lease or other coordination action.
6. Explain the possibilities to the employees, customers, and taxpayers.
7. Explain to bargaining units that existing collective bargaining agreements would be honored.
8. Determine which regulatory compliance activities and plans can be coordinated.
9. Consider a progression from each of the six systems within a JPA structure to one structure.

Table 6.2 Steps in Implementation of the Coordinated One Region Model

	Phase 1	Evolution Complete
Reporting	Monthly Report	Monthly Report
Governance	JPA Board	JPA Board
Federal Grants	Basic Mobility and Productivity	JPA Uses Grants to Provide Service Directly
State Allocations	Basic Mobility and Productivity	JPA Uses Grants to Provide Service Directly
Local Funds (excl. TDA: LTF, STA)	No Change	Not Needed
Service Plans/Budgets	No Change	JPA Annual Process
Service Contracts	No Change	JPA Provides Service
Assets	No Change	Fleet Owned by JPA
Maintenance Facilities	No Change	Facilities Owned by JPA
Operating Facilities	No Change	Facilities Owned by Local Government
Marketing	JPA Process	JPA Process

Fare Processes

No Change

JPA Process

Section 6.7 - Illustrations of the Moving to One Region Approach

The following four examples clarify the manner in which the Joint Powers Authority, once approved, could resolve important issues. The timing of implementation will be driven by policy and political decisions. Several steps could be completed in the first year of the Joint Powers Authority. The actual timing will depend on the progress to consensus.

Moving to One Region

Example 1 – Service Standards

The One Region model is the coordinated effort to serve all of the citizens in the county with responsive transit service that balances the needs of customers and taxpayers.

Step 1 Discuss Regional Standards to Balance Productivity and Coverage

The region would first work to a consensus of the need for both basic mobility coverage (public transportation) and more frequent (mass transit) service. The first set of basic standards would include the service hours span, service frequency, and coverage that are fair and practical in this environment. For example, a regional system might reach the consensus that all residences in densities of 2,000 persons per square mile will be served by fixed route transit every sixty minutes or more frequently between six a.m. and six p.m.

Served, in this case, means a route with passenger stops within one-half mile of homes with safe, protected pedestrian pathways. Most would be within one-quarter mile of the pathways.

The regional demand response service area would, by Americans with Disabilities Act regulations, also have service in the one-quarter of a mile (on either side) zones constructed by the fixed route base area.

Step 2 Agree on Regional Standards for Funding Priorities

The region would next reach consensus on the use of Federal Transit Administration and Transportation Development Act funding for improved services. The first improved level of service would be forty-minute frequency, the next is thirty-minute frequency, the third is twenty-minute frequency, and the fourth is fifteen-minute frequency. Ten-minute frequency is unlikely, in the near future, for regular fixed route service; but might be deployed eventually in a congested area for shuttle movements.

The regional performance metric for funding approvals would be simple: routes currently achieving 15 or more riders per revenue hour would be considered for funding at the 30 minute level, routes achieving 25 or more riders per revenue hour would be considered for funding at the 15 or 20 minute level.

Once agreement is reached on funding based on performance metrics, decisions can be made on service differentiation. This could include adding peak service in parts of the day or adding more peak service in the afternoon than in the morning if the ridership patterns warrant that service.

Step 3 Initiate Regional Route Productivity Reporting – Monthly

This is another feature that could be started immediately whether all six systems become members of the Joint Powers Authority at the outset or over a longer period.

The report would clearly indicate the different systems by their current names and logos. The base mobility routes would be listed first in each system followed by the routes with service determined based on rider productivity. Those routes that fit the normal productivity range for the service level funded by FTA and TDA and fare amounts would require no further explanation. The routes that fell short of the productivity that was the basis of funding decisions would require analysis by the executive in charge of that system.

Similarly, routes that are experiencing higher productivity than the requisite for the funding level would begin the process of designing more frequent service and requesting the funding approvals for that added service.

None of these steps are dependent on new data collection, the processes are in place. The difference is the forum for the monthly reporting by route of total riders, total fares and riders per hour.

Step 4 Initiate Public Regional Reporting by Route

We recommend that the route level productivity and the service standards be posted monthly after the policy or management meeting such that the public may see the results. The addition of service to busy routes and the reduction of service on lower performing routes must be understood by the taxpayers and the riders and the many constituencies in between.

Step 5 Initiate Route Service Adjustment Process -Quarterly

The process of adjusting service to productivity will include several steps. The routes that fall below standard would first be evaluated for greater information and promotion, second for slight modifications to improve productivity, and third for complete redesign. The modifications step may, and the redesign step will, trigger the required public hearing processes.

Step 6 Prepare Service Options – Public Comment Process

The public reporting of the route level data will help the public understand the existing performance and the conditions that may explain that performance. The routes that are making progress will be clear. The significant progress or lack of progress will be clear. These public

information steps are the foundation of consistent understanding and support of balancing mobility and productivity in all transit spending.

Moving to One Region

Example 2 – Passenger Stop Amenities

Step 1 – Regional Inventory of Existing Passenger Features

Stations

Each of the six transit systems currently have stations that are a source of community pride. Visalia incorporates outdoor and indoor waiting facilities, offices, intermodal connections and vendors for refreshments. Porterville, Tulare and Dinuba have similar stations. Woodlake provides a small transit center. Each of the five are above average in terms of features, size, condition and customer features, compared with similar size transit systems in the nation.

The first, simple step is to record the inventory of existing passenger facilities including the age, size, capacity, annual trip generation rate, and features. Many of these details would be documented in the Transit Asset Management Plan.

Transit Hubs

The Visalia Medical Clinic plaza and the Tulare County Government Plaza are examples of transit hubs. The first step is the same: record the inventory of existing passenger shelters, including age, size, annual trip estimates and features.

Shelters

There are several hundred transit passenger shelters in the six transit systems currently. The inventory would identify the location, the site placement, access to ADA walking paths and sidewalks, date of installation, and give details of the information features.

The most useful passenger information currently placed at transit shelters in the study area include printed schedules for each route, passenger stop signs including route and stop number and direction of travel, how to call the Green Line for information, and how to use the bus locator service by text or mobile device.

Convenience features include lighting and trash receptacles at some locations. All stops should include the customer ease and safety of access noting any impediments to safe egress, ingress.

Other Passenger Stops and Customer Information

There are also several hundred passenger stops that are safe and located at convenient locations for rider access but have no shelter. The inventory should geolocate each of these also. The passenger information should be identified along with the connection to the sidewalk or ADA pathway.

Step 2 – Regional Recommendations for Repairs, Replacements

The current demand for repairs, replacements, and new locations would lead to a transit customer facilities program of projects. The region would include a line item in a federal or state grant to complete the expected work for the year. The FTA 5339 Formula funding would be the most likely source for the more expensive items. The operating budget items of trash removal and cleaning would evolve from the member cities to the budget responsibility of the Joint Powers Authority.

Step 3 – Regional Standards for Both Basic and Enhanced Features

Basic

The existing passenger shelter types found in the six transit systems are well suited for the needs of the customers and the climate of the area. Where practical, the passenger shelters are sited at bus loading berths or bays. The region would consider standards for sizing that fits the load expected. Site preparation costs and sidewalk connectivity would depend on the local street and sidewalk network.

It is important that each new shelter comply with sections 301-309 of the Architectural Metrics of the United States Access Board. Simply stated, each shelter would include a firm, stable surface (normally concrete), slope of the boarding area not more than the parallel road in that direction and not more than 1 in 48 perpendicular to the road. It must connect to an ADA accessible street, sidewalk or pedestrian path. The maneuver area for wheelchair boarding must include at least 60 inches in width and 96 inches of approach.

Enhanced

Before the region invests in Bus Rapid Transit or Light Rail, there is a normal progression to larger and higher functioning transit shelters. The shelters provide two primary functions to protect the customers from the heat or cold or rain and to encourage new riders to try transit. The current features in many shelters in the region include lighting, multiple links to phone, text, or static schedule information and trash bins. The next step is to provide larger shelters as demand grows and to include more cues as to the destinations ahead. The highest level of

amenities would include live information on next bus arrivals without looking up the information.

Step 4 – Regional – Local Decisions and Responsibilities

One of the critical decisions to be made is the balance of authority and responsibility. Many regional transit providers agree on demand metrics and passenger access safety standards for normal regional transit investment in the passenger facilities. To prevent practical problems there is often a balance that includes the local government approving the site location and the interaction with public works for sidewalks or other pedestrian paths.

Moving to One Region

Example 3 – Transit Asset Management

Step 1 – Transit Asset Management Plan – Electric Bus Example

The move to electric battery buses is advancing rapidly in California. The Porterville and Visalia systems have purchased new zero emission buses. The cost increment for these buses is decreasing, though still significant. The rapid charge infrastructure is expensive for the customer either through demand charges or through installation costs. Would emergency generators protect the fleet fueling needs in case of weather emergency? Would solar roof panels lower our demand or usage charges? What changes do we need to make to our garage? Do we need spare battery units? How do we prepare all personnel and first responders for different fire risks?

The six transit systems could meet the requirements individually, but with the combination of rapid investment and rapid manufacturing quality changes, the strength of joint procurement and training is clear.

Step 2 – Electric Bus Choices and Decisions

Porterville received eight of the ten electric bus order from Green Power through March 2019. Buses nine and ten are near completion as of that date. As of April, 2019 the buses were completing the in service commissioning process.

Visalia purchased three Proterra buses through a California Air Resources Board grant. The buses are in service and transit maintenance personnel are working to improve the range and reliability.

The market of electric bus manufacturers is changing rapidly. Green Power, Proterra and BYD each have buses in operation in California today. Gillig, New Flyer and MCI have each begun offering electric buses. With the field of innovation changing so quickly, and the promise of zero vehicle emissions so important, the ability of the region to work in a coordinated manner will be important. The region could allow different systems to purchase different vehicles to comparison test these solutions.

The region could also pursue regional solutions for emergency generators and cooperative efforts with the electric utility (SCE or PG&E). The customer will be responsible for the infrastructure from the substation to the vehicle charging station. The utility will continue to be responsible for the infrastructure from the generating plant to the substation. But there are many innovations available to allow renewable sources to reduce the peak demand or to allow

the peak demand to be reduced simply by user controls of how many buses to charge how rapidly. These efforts offer more synergies as a region than as six smaller systems.

Step 3 – Electric Bus Example; Funding and Competitive Procurement

Federal Transit Administration, California Transit Development Act, and California Air Resources Board grants are possible funding sources. The FTA 5307 formula funds are the most flexible, but these are normally programmed for routine operating and capital costs. The FTA 5339 formula funds are well suited to this issue, but these are also programmed for routine needs. The 5339 subsection for Low or No Emission Vehicles is also useful, but it is a highly competitive national program. Congestion Mitigation and Air Quality sources may be used for these buses as part of an air quality improvement plan. TDA funds can be used for electric buses, but these are normally programmed for routine capital needs. The new sources include the Clean Transportation Incentives in the CARB 2018-2019 Funding Plan. The one-year budget included \$180 million for Clean Truck and Bus Vouchers which are paid directly to the qualified original equipment manufacturer.

The FTA funds restrict the ability to favor local bidders. The CARB funds have different regulations. The region as a group is in the position to determine the optimal solution for the local economy and taxpayer.

Step 4 – Electric Bus Example; Infrastructure Modifications

An important benefit of the regional system will be the solution of several problems involved in preparing the maintenance facilities for the transition. The low cost of operation for electric buses is based primarily on the lower fuel costs. The lower fuel costs depend on the cost of power generation. The region may improve the chances of low charging costs by coordinating the timing of the recharges. Charging every bus at the same time would result in the higher demand profile.

The region may also improve the economics of electric bus use by shaving the peak demand with solar or wind electrical generation. In the event of power charging equipment problems, it is valuable to have emergency back-up generation available that can be shared in the region.

Moving to One Region

Example 4 – Regional Fares Conversion

Regional fares coordination will need no further decisions if the One Region Model is implemented. Even if the Joint Powers Authority needs time to develop, the regional fares could proceed immediately upon vote of the participating systems.

Step 1 – T Pass

The T Pass has been successfully implemented. The pass allows riders to move freely from one system to another. The fare settlement process is slow but practical. Each system records both pass sales and pass use by customers. The revenue is collected by the selling system and rebated to the transit systems based on recorded trip use.

Step 2 – Joint Pass Acceptance Technology

As described in Task 3, the rapid deployment of machine readers for the regional pass is not complex. The product from either Delerrok or a competitor can be added to each bus in the region. The reader can accept different fare media including RFID proximity or “tap” cards, or QR code information. Mobile phone payments for fares could be viewed as eliminating the need for the other three types of pass reader capabilities, but it is not likely to be universally accepted that every rider purchase passes by mobile ticketing devices.

Step 3 – Uniform Acceptance of Transfers

The further the six systems move toward use of the regional pass, the less critical this issue becomes. But at present, should a rider not choose a regional pass the trip from one system to another requires two fares. The need for long distance trips on two or more of the transit system providers is small, but it offers a growth opportunity for transit trips. The immediate implementation of free transfer from one system to another based on a limited time ticket or proof of payment is a low risk solution that is recommended for rapid deployment to increase ridership.

Step 4 – Uniform Acceptance of Fare Media

The natural evolution of these issues is the regional collection and recording of fares. The rapid transition to one armored car pick-up process for all six systems is not complicated. As soon as the six systems gain accounting internal control acceptance, the revenue can remain credited to the route that the customer chose to ride. The rapid acceptance of the Joint Powers Authority obviates the need for individual financial statements. But even if there is an intervening period of months or more, the revenue from all passes and cash fares can be properly credited to the route that accepted the fare.

Section 7

SERVICE INNOVATION RECOMMENDATIONS

Innovative transit solutions are recommended to replace some late night fixed route trips, supplement paratransit services, and to improve mobility options for area residents. This report recommends reductions in late night fixed route bus service across multiple agencies. It also recognizes the need to expand mobility options for those Tulare County residents not served by all day bus service and recommends innovative solutions to this problem.

Three solutions for the provision of alternative forms of public transportation services are recommended. These three new programs are: (1) volunteer driver transportation; (2) on-demand transportation using ride-hailing services; and, (3) a car share program sponsored by local public transit agency funding.

The volunteer driver and car share programs are tested in other markets and are particularly useful for longer trips. In a county as large as this, the travel time for longer trips is a dramatic comparison between fixed route transit and auto travel.

The on-demand transportation would begin as a service substitute for the late-night service modifications. After it is proven successful for this objective, it could easily be expanded to serve a broader service span, subject to budget limits.

Section 7.1 – Volunteer Driver Program Recommendation

This report recommends the implementation of a volunteer driver transportation program to be administered by Tulare County through its transit agencies. Successful volunteer programs have been implemented around the country to provide mobility services for persons who are unable to utilize regular public transportation due to age or disability. An individual may not be able to access public transportation due to a need for more extensive wayfinding assistance than what is authorized to be provided by ADA paratransit drivers.

One example of a volunteer driver program is the Independent Living Partnership (ILP) through its “TRIP” program. The TRIP program has been operating in Riverside County, California since 1993. It provides volunteer driver transportation services for health and other life services. In 2016, more than 130,000 trips were provided to Riverside County residents. The county population of 2.39 million now has over 1,200 volunteer drivers.

The cost incurred by volunteer drivers are reimbursed to the drivers through mileage-based payments. Drivers report their mileage while operating their personal vehicle and are reimbursed accordingly.

Advantages to volunteer transportation include lower program cost as compared to transit services operated by paid professional drivers, possibly more flexibility both in days and hours of availability from volunteer drivers, and service to a wider array of destinations. Challenges with a voluntary driver program include the need for extensive ongoing efforts to recruit new and replacement volunteer drivers, the need for a high level of management oversight to monitor all facets of the volunteer program, and the potential need for vehicles for volunteer drivers to operate especially when accommodating persons with disabilities. Further areas that program managers must address is the provision of additional insurance for drivers and vehicles, establishment of procedures for response to accidents and incidents, effective data tracking and tracking the volunteer program expenditures.

When setting the rules for the program, it is important to limit the program to those in need of these services. Typically, the only persons who qualify for the volunteer service are those who need travel assistance beyond what can be provided on the agency's fixed route or ADA paratransit services.

Ridership projection

Lake County, California has developed a volunteer driver program similar to this recommendation for Tulare County. The county, located northwest of Sacramento, has had a volunteer driver program since 2015.

The population per square mile is higher in Lake vs. Tulare, 91.7 to 51.5, due to the smaller size of Lake. The population of Lake is one quarter the size of Tulare. The median household income is comparable but higher in Lake; \$44,871 to \$40,446. Both counties have had recent employment increases, but the unemployment rate in Lake is lower; 5.15 to 9.8%.

Lake County's volunteer driver program has provided over 6,000 trips for area residents between 2015 and August, 2018 at an average of \$7.09 per trip.

A county-wide volunteer driver program in Tulare County can be expected to result in a demand of over 5,000 trips per year once the program is established.

Budget

Expenditures for this program are recommended at no more than \$50,000 in the first year of operation as the program becomes established. This service level would yield an estimated 6,700 annual trips. It is likely that a new volunteer driver program will experience limitations on the amount of service that can be provided based on the initial lack of available volunteer drivers and local area resident lack of familiarity with the program. The County should establish

a budget for the program and restrict use of the service per qualified customer until firm demand, cost and driver availability projections are established through experience.

Section 7.2 – Late Night Service Substitution

Various forms of ride-hailing and ride-sharing models using transportation network companies (TNCs) are growing throughout the nation. This report recommends the use of the TNC model but using in-house drivers and vehicles to provide on-demand service between 9:00 pm and 10:00 pm after regular fixed route bus service has ended. The on-demand service is recommended to utilize agency demand response and paratransit vehicles that are available at the end of their other services.

The proposed service is an on-demand service type. Customers would register for the service in advance through an on-line process or by telephoning the transit agency. Once registered, a customer will be able to contact the agency through a web-based app or telephone to request a ride within the designated service area. The customer will specify the origin and destination for the trip. A customer's trip will be combined with other customers' trips in a shared ride service model to provide the best possible service cost-effectiveness.

The recommendation is to use this process for late night service substitution initially and expand to other trips as the program matures. The fare for service substitution of trips reduced on fixed route would have the same fare as the fixed route bus. If the service is expanded, and it is more of a premium offer than regular fixed route services, consideration of a fare higher than the regular bus full-fare is recommended. A similar program in West Sacramento charges a base fare of \$3.75 as compared to the single ride local bus service (Yolobus) fare of \$2.25. The City of Arlington, Texas charges \$4.00 for its VIA provided shared ride service.

This service fills a need created by elimination of low ridership late-night bus service. The same coverage area as that previously covered by the bus routes is recommended.

Projected Impacts

The "One Region Model" discussed in Section 6 of this report includes ending the service day one hour earlier in Visalia and Porterville on weekdays; and, one hour earlier in Porterville and Dinuba on Saturdays. In its place, three small vehicles in Visalia and two in Porterville should be available for on-demand service during the hour that fixed route service is eliminated. The on-demand service should cover the same service area as was previously covered by fixed route service.

If the number of in-house provided on-demand vehicles is found to be insufficient to meet the late-night demand, additional trips could be provided through contracting with either Uber or Lyft, or both.

An additional 1,632 hours of on-demand service is recommended per year. This service replaces 6,222 deleted hours of fixed route bus service. The net savings per year is 4,590 hours. The 26,475 total hours of modifications therefore yields net hours savings of 24,843 based on 2017 National Transit Database reported service levels. This net impact of over \$1,000,000 is expected along with the promise of reasonably convenient service substitutes for each modified trip.

Section 7.3 – Shared Automobile Rental Program Recommendation

Recently transit agencies have implemented innovative transit services involving partnerships with rental car companies. These programs are based on a peer-to-peer car sharing approach where the vehicle is owned by participating owners. These owners can be an individual, public agency, employer or car sharing service such as Zipcar. Customers using these programs reserve vehicles for their individual use renting them by the hour.

The recommended program for Tulare County resembles most closely the one that VVTA has implemented in its rental car program in Needles, California. This program provides cars through Enterprise Rental Car that can be rented for as little as one hour for travel from designated rental car staging locations. Enterprise has started 91 of these programs around the country, most on college campuses. Other bidders would be welcome to compete to serve the Tulare customers.

The cars are returned at the end of their use to their original pickup point. VVTA discounts the price of rentals to registered participants to as little as \$5.00 for a one-hour rental. The rate for a full day is \$40. In a city such as Needles, California where there are very limited services and retail businesses, this program enables residents to travel far outside the transit service boundaries including across state lines to access needed products and services.

In addition to discounting the rentals, VVTA guarantees program cost to Enterprise Rental Car including property liability insurance and refueling cost. VVTA waives any program registration fees. Enterprise Rentals manages the day to day use of the cars including roadside assistance and provision of vehicles. VVTA works with a local bank in Needles to provide two designated parking spaces for the rental cars. The bank also provides a computer kiosk inside the bank for program participants without computers or smart phones to reserve cars on-line. VVTA has worked with another financial company to provide debit/credit cards for rental car program members use. These cards allow persons to reserve and pay for the vehicle rental on-line. The debit cards can also be a depositary for social security payments and to make credit or debit card charges.

This report recommends a similar program be considered by Tulare County. Working with Enterprise Rental Car or other similar business, cars can be offered at a discounted rate to extend the availability of shared ride offerings provided by Tulare County. This program may

attract more potential public transit customers through providing a comprehensive alternative choice to car ownership.

Customers interested in this service will pre-register with Tulare County. Renters are required to have a valid driver's license. In the VVTA program, a free gas card is provided with the vehicle. A registered customer simply reserves a car at a specified location, scans his or her key fob to unlock the car, and refuels the car before return. In the VVTA program, a "failure to refuel" fee is charged if the car is returned with less than ¼ tank of gas.

Benefits of the program include that customers can combine public transit use with a car rental to extend the effective coverage area of public transit services. Participants use this innovation to access needed services outside of the transit service area or time parameters. The cars are available 24 hours per day, 7 days per week and can be rented without the typical paperwork and time requirements of a typical car rental. Cars must be returned to the same location where the rental began.

There are several limitations. The rentals are limited to those with valid driver's licenses. The cars are only available at a limited number of specified locations. In the case of the VVTA, the program is limited to residents of Needles, California and a limit of two cars are available at a single location. A related program limitation occurs when demand for the vehicles exceeds supply. Once the two cars are rented, no more cars are available until one of the two is returned.

This program has proved to be very popular in Needles where approximately 25 rental per week occur. This report recommends that Tulare County consider establishing this program initially in remote areas of the county where all day bus service is not available. Specifically, it is recommended that the county explore locations in Springville and Terra Bella as car sharing locations.

Projected rental usage

Assuming two locations are provided with one car each (or one location with two cars), the projected combined total of rentals per week for both cars is 58.

Budget

The VVTA car share program cost is approximately \$16,000 per car per year. Assuming two available cars for car sharing, an annual program cost of between \$30,000 - \$34,000 is projected for Tulare County. Actual cost will be dependent on what agreement can be made with the vehicle provider, and the County's decision on hourly rental cost to the program participant. The service can be offered with transit sedans to offer the program at even lower cost. Projected ridership is 3,000 roundtrips per year. The comparison to transit one-way trips would be 6,000.

TCAG Processes for TDA Funds Recommendations & Considerations

1. Basics (*This process would be followed for both JPA and status quo scenarios*)

TCAG will continue to divide the estimated amount to be received in LTF funds among the jurisdictions apportioned by population. If the JPA is affirmed, the funding process will be described in the JPA agreement.

The allocation process is limited by the apportionment. The jurisdiction decides what projects will continue or be added or reduced and bases their claim for allocation on that service plan and budget. It is important to note that all parties must follow the regional transit plan and unmet needs process. Jurisdictions may develop agreements so that the JPA or transit district receives a portion or all of their formula -based allocation.

After all funds are allocated and claimed the remaining LTF amounts may be considered for unmet needs that can reasonably be met within the productivity standards established. After those decisions are complete, the remainder may be considered for street projects and multimodal facilities.

2. Service Levels, Budgets

Each year the annual Service Plan follows the Regional Transportation Plan and Unmet Needs Decision process.

Other services may be provided by any member. The other services require unanimous approval of the affected jurisdictions. The costs for the other services will be distributed by the formula agreed by the affected member jurisdiction board members.

No member will spend any general funds unless the legislative body of member approves this expenditure by vote.

All jurisdictions may provide additional service if additional non TDA funding is identified.

Joint Powers Authority (JPA) Structure Scenario

Under the JPA scenario the Board will adopt the annual budget providing for the complete Service Plan, the Capital Budget and the administrative costs. The JPA Board will receive reports monthly on the ridership, operating revenue, other revenue and expenses of the operations of the JPA. The capital expenditures and encumbrances will be similarly reported. This information will then be provided to TCAG as part of the TDA compliance process.

Accounting practices will conform with those of Tulare County, the Transportation Development Act and the Governmental Accounting Standards Board. The annual audit will comply with PUC Section 99245.

3. JPA Guiding Principles

If a JPA is pursued, guiding principles should be established to pursue the process.

Suggested Guiding Principles

The Goal of the JPA is improved frequency, affordability and mobility of the transit customers.

All operations service and capital spending amounts are contingent on funding.

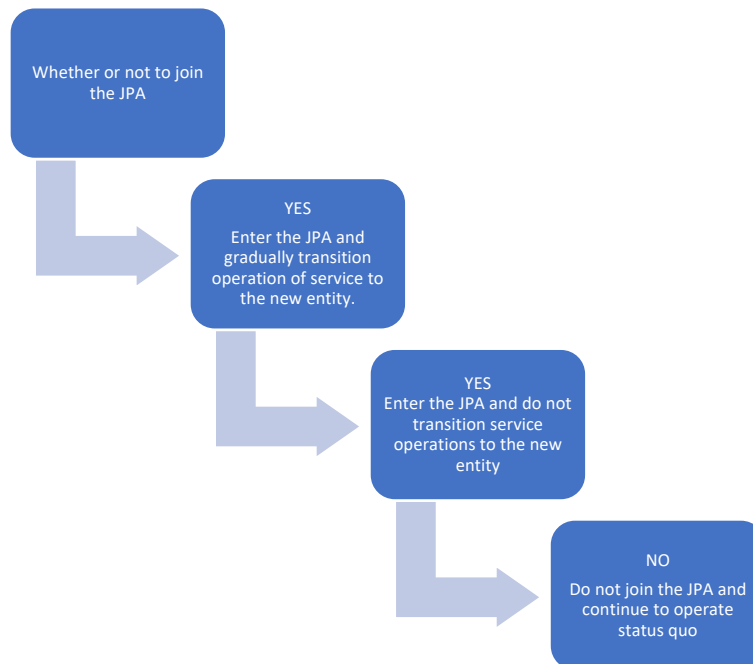
Cost effective service is the desired outcome based on the unique character of Tulare area.

Continuous improvement in mobility provided and taxpayer efficiency is target.

The coordinated system strives to minimize service disruptions and maximize access.

4. Joint Powers Authority (JPA) Transition Process

The Transition Process could be structured as a voluntary membership where each governmental jurisdiction could decide the following:



If the entity decides to continue operating their existing services within their jurisdiction, they would remain responsible for regulatory compliance and budget adherence within their jurisdictional allocation.

POSSIBLE JPA RESPONSIBILITIES

1. Approve a regional fare structure that allows passengers to transfer easily among systems.
2. Coordinate Regional Fare Collection, Vehicle Acquisitions, Bus Stop Amenities and other Major Equipment and Service processes that would optimize efficiencies and regional coordination.
3. All JPA members would be able to participate in the policy decisions for the region whether or not they operate service directly or not.
4. Provision of regional network service.
5. *Member jurisdictions that transition service to the JPA would benefit by additional efficiencies through pooled purchasing, reduction in spare vehicles, shared administrative and pooled regulatory compliance.

2. TDA FUNDING BENCHMARKS

January 31	Preliminary STA estimates published by State Controller	PUC § 99312.7
January 31	Transit State Controller Reports due to State from Local Agencies	PUC § 99243 & CCR § 6637
January - June	Unmet needs public hearing(s) held to receive input on the existence of unmet needs.	
February 1	LTF estimates furnished to TPA by County Auditor-Controller	CCR § 6620
March 1	LTF claimants advised of anticipated “draft” apportionments by TCAG	PUC § 99230 & CCR § 6644
May	Unmet needs review and findings/actions adopted by the Commission	
June	LTF apportionments approved by TCAG	CCR § 6659
June 30	LTF Article 3 Bicycle and Pedestrian Class 1 Bicycle Maintenance allocations.	
August 1	Final STA estimate published by State Controller	
July 1 – September 30	LTF and STA local jurisdictions claim packets due to TCAG per policy.	
September 30	Streets and Roads State Controller Reports due to State from Local Agencies	CCR § 6660, 6665 & PUC § 99243
September - October	Unmet Needs Schedule reviewed and approved by TCAG	
December 30	Annual TDA fiscal and compliance audits due to the State Controller	CCR § 6664
Triennially	Performance audits performed and submitted to the State	PUC § 99246 - 99249

3. TDA ALLOCATION PRIORITIES

Allocation Priorities by Article			PUC Section
Article 3	TDA Administration	As Necessary	99233.1
Article 3	TCAG Planning & Programming	Up to 3% of the annual revenues or by TCAG Policy	99233.2
Article 3	Pedestrian & Bicycle facilities	Countywide, 2% of remaining funds (Discretionary)	99233.3 & 99234
Article 3	Rail passenger service operations and capital improvements	Up to remaining apportionment	99233.4 & 99234.9
Article 4.5	Community Transit Services	Countywide, up to 5% of remaining funds	99233.7
Article 4	Public Transportation/ Rail Passenger Service	Up to remaining apportionment	99233.8, 99234.9, 99260, & 99262
Article 8	Other Allocations Streets & Roads, Capital Expenditures of Contract Services, MM Transit Terminals, Pedestrian Bicycle Facilities, Contract Services *2013 TDA Act Page 17	Up to remaining apportionment	99233.9, 99400, 99402, & 99407

4. Recommendations/Opportunities

1. Approved Operator Budgets and Service Plans should be submitted to TCAG and be included within the TCAG Operating Budget Process on an Annual Basis as part of the TDA Claims Process. An Operator Budget Summary Information Item should be presented to the TCAG Board as an informational item on a Quarterly Basis.
2. TCAG should consider developing an Operator's Budget Template to be used by all operators when submitting their Annual Budget and monthly reports. This would provide the basis for performance record keeping consistency.
3. Operators should be required to submit their progress on TDA Audit Recommendations to TCAG on a quarterly basis.
4. TCAG should consider structuring competitive TDA funding allocation and processes that are awarded based on regional coordination and innovation.
5. A Transit Operator Dashboard of Performance Indicators should be developed and included as part of the TCAG Agenda on a Quarterly Basis. This would highlight farebox recovery and ridership trends in a more proactive manner.
6. TCAG should consider the creation of a Blue Ribbon Policy Committee to review technology and ZEV opportunities and challenges. This is similar to the working technical group but includes policy board members.



CITY COUNCIL AGENDA – JULY 2, 2019

SUBJECT: Intent to Schedule a Public Hearing for Phase 1 - Transit Service Modifications

SOURCE: Public Works

COMMENT: On November 6, 2018, the City Council adopted the Short Range Transit Plan (SRTP) prepared by Tulare County Association of Governments (TCAG). The SRTP detailed several recommendations for improvements to the City's Transit System including fixed route and paratransit services over the next five years. The five-year service plan proposes significant network restructuring intended to make Porterville Transit simpler to understand and easier to use, with fewer routes covering generally longer alignments that offer more one-seat ride opportunities between origins and destinations across the service area.

Transit staff has analyzed the SRTP recommendations to develop strategies to systematically bring service changes to Council. The magnitude of the transit service modifications that staff anticipates bringing to Council over the next year requires a comprehensive look at segments of the service and a phased approach to adequately address work that goes into making these modifications including: route testing, bus stop relocation, new bus stop signage and schedules, feedback from operations staff, and conducting public outreach.

Phase 1 - Proposed transit service hour reduction will address Transit Development Act (TDA) farebox recovery requirements and low-productivity night service.

Phase 2 - Proposed Mobility on Demand Services will provide flexible and convenient transportation options, match demand and supply, extend efficiency, accessibility, mobility, and service area.

Phase 3 - Proposed Replacement of low-productivity route segments with Mobility on Demand services.

Phase 4 - Proposed fare adjustments to sustain public transit services to the community.

Phase 5 - Proposed system-wide service frequency increase to 30 minutes.

Phase 6 - Proposed service expansion.

It is staff's recommendation to hold a public hearing to seek comments from the public regarding the proposed Phase 1 of transit service modifications that will

impact both the fixed route and paratransit services. Staff recommends the following service changes:

<u>Service</u>	<u>Current Schedule</u>	<u>New Schedule</u>	<u>Effective</u>
Weekday	6:00 am - 11:00 pm	6:00 am - 8:00 pm	August 1, 2019
Saturday	8:00 am - 11:00 pm	8:00 am - 8:00 pm	August 1, 2019
Sunday	8:00 am - 6:00 pm	8:00 am - 6:00 pm	No Changes

Fixed Route

The fixed route key performance indicator for service effectiveness is measured by the average number of passengers per revenue hour. The standard for Fixed Route Service Effectiveness is 15 passengers per hour. The SRTP reported that the current average passenger per hour for fixed route service is 13 and reduces to 7 passengers after 7:00 pm. Staff has estimated that the proposed service changes to fixed route will reduce approximately 7,500 annual service hours, saving an estimated \$200,000 in operating and maintenance costs.

Paratransit (Dial-A-COLT)

The paratransit key performance indicator for service effectiveness is also measured by the average number of passengers per revenue hours. The standard for Paratransit Service Effectiveness is 3 passengers per hour. The SRTP reported that the current average passenger per hour for paratransit service is 4.2 and reduces to 2 passengers after 7:00 pm. Staff has estimated that the proposed service changes to paratransit will reduce approximately 950 annual service hours, saving an estimated \$19,000 in operating and maintenance costs.

RECOMMENDATION: That the city Council:

1. Schedule a Public Hearing for July 16, 2019, to allow for public comments and to consider phase 1 transit service modifications; and
2. Direct the City Clerk to notice the Public Hearing.

ATTACHMENTS: 1. Public Notice For Phase 1 - Transit Service Modifications

Appropriated/Funded:

Review By:

Department Director:

Mike Reed, Acting Public Works Director

Final Approver: Patrice Hildreth, Administrative Services Dir



CITY COUNCIL AGENDA – JULY 16, 2019

SUBJECT: Phase 1 - Transit Service Modifications

SOURCE: Public Works

COMMENT: At the City Council meeting of July 2, 2019, staff scheduled an agenda item covering staff's recommended strategies to improve the City's public transit system. Staff presented and proposed a phased approach intended to make Porterville Transit financially compliant with state and federal requirements, easier to understand and use, increased frequency and expansion, and new mobility on demand services. After such review, the Council directed staff to proceed with a Public Hearing to implement the following Phase 1 Transit Service Modifications proposed to be effective August 1, 2019:

Phase 1 - Proposed transit service hour reduction to address Transit Development Act (TDA) farebox recovery requirements and low-productivity night service:

- Reduced Weekday service (Monday - Friday) from 6:00 a.m. to 11:00 p.m. to 6:00 am to 8:00 p.m., and;

- Reduced Saturday service from 8:00 a.m. to 11:00 p.m. to 8:00 a.m. to 8:00 p.m.

The American with Disabilities Act (ADA) requires public transit agencies that provide fixed route service to provide "complementary paratransit" service to people with disabilities who cannot use the fixed route bus because of a disability. In general, ADA complementary paratransit service must be provided within 3/4-mile of a bus route, at the same hours and days, for no more than twice the regular fixed route fare. Therefore, the proposed transit service modifications will impact all nine (9) fixed routes and the complementary paratransit (Dial-A-Ride) service.

A fixed route key performance indicator for service effectiveness is measured by the average number of passengers per revenue hour. The standard for fixed route service effectiveness is 15 passengers per hour. Currently, fixed route averages fifteen (15) passengers per hour between the hours of 7:00 a.m. to 5:00 p.m. From the hours between 6:00 p.m to 8:00 p.m. fixed route averages ten (10) passengers per hour, and from 8:00 p.m. to 11:00 p.m. the average passenger per hour is less than seven (7).

The standard for paratransit service effectiveness is three (3) passengers per

revenue hour. The current average passenger per revenue hour is 4.2, and reduces to two (2) passengers after 7:00 pm.

The following table represents the current transit service hours for the Cities of Porterville, Visalia, Tulare, and County of Tulare:

<u>Agency</u>	<u>Weekday</u>	<u>Saturday</u>	<u>Sunday</u>
Porterville	6:00 am - 10:40 pm	8:00 am - 10:40 pm	8:00 am - 6:00 pm
Visalia	6:00 am - 10:00 pm	8:00 am - 7:00 pm	8:00 am - 7:00 pm
Tulare	6:15 am - 9:15 pm	8:15 am - 6:30 pm	8:15 am - 6:30 pm
County	5:25 am - 7:53 pm	9:45 am - 6:40 pm	9:45 am - 6:40 pm

The following table represents staff's proposed changes to transit service hours:

<u>Agency</u>	<u>Weekday</u>	<u>Saturday</u>	<u>Sunday</u>
Porterville	6:00 am - 8:00 pm	8:00 am - 8:00 pm	8:00 am - 6:00 pm
Visalia	6:00 am - 10:00 pm	8:00 am - 7:00 pm	8:00 am - 7:00 pm
Tulare	6:15 am - 9:15 pm	8:15 am - 6:30 pm	8:15 am - 6:30 pm
County	5:25 am - 7:53 pm	9:45 am - 6:40 pm	9:45 am - 6:40 pm

The draft Regional Transit Coordination Study proposes the following changes to transit service hours:

<u>Agency</u>	<u>Weekday</u>	<u>Saturday</u>	<u>Sunday</u>
Porterville	6:00 am - 9:00 pm	8:00 am - 6:00 pm	8:00 am - 6:00 pm
Visalia	6:00 am - 9:00 pm	8:00 am - 6:00 pm	8:00 am - 6:00 pm
Tulare	6:15 am - 8:15 pm	8:15 am - 6:30 pm	8:15 am - 6:30 pm
County	5:25 am - 7:53 pm	9:45 am - 6:40 pm	9:45 am - 6:40 pm

Staff estimates that the service reduction, for both fixed route and paratransit, will reduce approximately 8,450 annual service hours and reduce operating expenses by \$219,000.

As a requirement of Section 5307 Federal guidelines, the City is required to have a process for soliciting and considering public comment prior to increasing fares or implementing major service reductions. In addition to publishing the Public Notice as prescribed by law, staff has also posted notice of the proposed changes at the Transit Center, on all buses, and at every bus stop.

RECOMMENDATION: That the City Council conduct the required Public Hearing, and after consideration of any comments regarding these matters, direct staff to implement Phase 1 modifications to the City's Public Transit System effective August 1, 2019, as follows:

- A. Reduced Weekday service (Monday - Friday) from 6:00 am to 11:00 pm to 6:00 am to 8:00 pm; and
- B. Reduced Saturday service from 8:00 am to 11:00 pm to 8:00

am to 8:00 pm.

ATTACHMENTS: 1. Staff Report - July 2, 2019
 2. Public Notice

Appropriated/Funded:

Review By:

Department Director:

Javier Sanchez, Assistant City Engineer

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – AUGUST 6, 2019

SUBJECT: Update on Status of Eddie's Dog Grooming Conditional Use Permit

SOURCE: Community Development

COMMENT: On February 19, 2019, the City Council adopted Resolution 11-2019 for a minor Conditional Use Permit to allow the use of dog grooming for Eddie's Doghouse, to be located at 74 N. Main Street. The business consists only of dog grooming services, and does not include boarding or veterinary care. Members of Council expressed concerns regarding the upkeep of Main Street, as well as the potential for dogs not being leashed becoming a nuisance. The draft Resolution was modified to include Condition #18 that the CUP be reviewed six (6) months from the date of approval at which time the City Council would review the application to determine whether the applicant has met adequate measures to control the activity.

According to the Porterville Police Department, there have been no incidents reported to the Animal Control Division regarding the business. Based on a review of the Resolution and conditions of approval, Eddie's Doghouse is operating in compliance with the conditions set forth in Resolution 11-2019.

It should be noted that Resolution 11-2019 additionally includes the standards for pet owners for compliance with Ordinance 1824, Animal Control: Article I Section 5-2.24 Leash Requirements; it shall be unlawful for the owner or handler in lawful possession or control of a dog to walk the dog on any public place or right-of-way without the dog being secured or tethered by a fixed length leash not to exceed six (6) feet, and the number of dogs shall not exceed the number of dogs the owner or handler can reasonably and safely control and in no circumstance shall the number of dogs exceed three (3).

Further, per Section 5-3.9(a) Public Nuisance; it is declared to be a nuisance, and it shall be unlawful, for any person owning or having control or custody of any animal to do any of the following:

1. Section 5-3.9 (a)(2) permit an animal to defecate on public property without immediately cleaning or removing the excrement to a proper receptacle
2. Section 5-3.9 (a) (3) permit unsanitary conditions to exist on any premises where an animal is kept which would cause foul or obnoxious odors, attract flies or vermin or otherwise threaten public health and safety.

To ensure animal waste is not left in the walkways and parking areas, the applicant has provided signage identifying pet owner responsibilities and has provided animal waste disposal bag dispensers for patrons. The applicant periodically inspects the sidewalks in the vicinity of the business for waste associated with clientele of the business.

RECOMMENDATION: That the City Council consider staff's report in the review of whether the applicant has met adequate measures to control the activities for the use of a dog grooming business.

ATTACHMENTS: 1. Resolution 11-2019

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

RESOLUTION NO. 11-2019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
CONTAINING FINDINGS AND CONDITIONS IN SUPPORT OF MINOR CONDITIONAL
USE PERMIT (PRC 2019-003-C) TO ALLOW THE USE OF A DOG GROOMING
ESTABLISHMENT AT 75 N. MAIN STREET

WHEREAS: The City Council of the City of Porterville, at its regularly scheduled meeting of February 19, 2019, conducted a public hearing to consider Minor Conditional Use Permit (PRC 2019-003-C) to allow the use of a dog grooming establishment at 75 N. Main Street; and

WHEREAS: The City Council of the City of Porterville requires the review and approval of a Minor Conditional Use Permit to allow dog grooming establishments in the DR-N (Downtown Retail-North of Olive) Zone District; and

WHEREAS: On February 12, 2019, the Environmental Coordinator made a preliminary determination that the project is exempt from the California Environmental Quality Act, pursuant to the "General Rule" exemption, Section 15061(b)(3) of the California Code of Regulation (CEQA Guidelines); and

WHEREAS: The City Council of the City of Porterville received testimony from all interested parties relative to said Minor 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 DR-N zoning district and General Plan policies that support the enhancement of Porterville's Downtown as a pedestrian-oriented district that reflects local history and culture. The use will be compatible with existing buildings and surrounding tenants and supports the General Plan Land Use Implementation Policies by promoting the revitalization and infill development in existing retail shopping centers.

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 that the establishment operates in a manner that will preserve the public health, safety and welfare of the properties in the vicinity. The site is located within an existing building and the project is conditioned that the use be completely enclosed in a building of soundproof construction and that all activities associated with the grooming of animals shall be exclusively confined to the interior of the building. The request for a Minor Conditional Use Permit to allow a dog grooming establishment is not projected to cause a negative impact on the surrounding community.

3. This project is Categorically Exempt pursuant to CEQA Guidelines §15061(b), (3) - General Rule: the approval of the dog grooming establishment will have no physical change to the environment.

NOW, THEREFORE, BE IT RESOLVED: That the City Council of the City of Porterville does hereby approve Minor Conditional Use Permit (PRC 2019-003-C) subject to the following conditions:

1. Upon approval of the minor conditional use permit, any future change in operation which substantially alters the conditions or nature of the subject business will require approval by the City Council.
2. Upon approval of the minor conditional use permit, any future violations of regulations of the codes pertaining to the safety of the animals or the conditions of the facility, and/or excessive service calls by the Police Department (Animal Control Division) may result in revocation of the use permit.
3. At all times the facility shall be operated and maintained to comply with State Laws, the City of Porterville Zoning Ordinance, adopted Building Codes and all other applicable laws and ordinances.
4. Unless an extension of time is granted by the City Council, the minor conditional use permit shall expire two years after the date of approval if not 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.
5. All activities associated with the proposed use shall be exclusively confined to the interior of the building.
6. The applicant shall adhere to the Porterville Development Ordinance; General Standards for uses and buildings.
7. Pursuant to Section 306.08 (Maintenance); sites and facilities shall be maintained free of refuse, debris, or other accumulated matter and shall be kept in good repair at all times.
8. Pursuant to Section 306.05 (Noise); no use may generate noise that is in violation of the City's Noise Standards contained in Chapter 18, Article IX, of the Porterville Municipal Code or other standards as may be adopted by the City Council.
9. Pursuant to Section 306.09 (Odors); no use, process or activity shall produce objectionable odors that are perceptible without instruments by a reasonable person at the lot lines of a site.
10. The applicant shall adhere to Section 18-90.5(a) Interior Noise Standards; It is unlawful for any person at any location within the incorporated areas of the city, to operate or cause

to be operated within a dwelling unit or on property occupied by a nonresidential use, any source of sound or to allow the creation of any noise which causes the noise level when measured inside another dwelling unit to exceed the noise level standards as set forth in the following table:

18-90.5(b) the noise level standards specified above shall be reduced by five (5) dB for pure tone noises, noises consisting primarily of speech or music, or for recurring impulsive noises.

Category	Daytime 7:00 A.M. To 10:00 P.M.	Nighttime 10:00 P.M. To 7:00 A.M.
Maximum sound level (L_{MAX})	55	45

18-90.5(c) If the intruding noise source is continuous and cannot reasonably be discontinued or stopped for a time period whereby the ambient noise level without the source can be measured, the noise level measured while the source is in operation shall be compared directly to the noise level standards.

11. Upon reports of excessive noise related to the business, staff will verify nuisance and may require adjustments to minimize or eliminate said nuisance. Noise reduction panels or similar installations shall be installed to soundproof the building.
12. At the applicant's request, hours of operation shall be limited from 7:00 a.m. to 6:00 p.m.
13. The proposed pet grooming business shall not include veterinary care, boarding, or pet day care services.
14. Pursuant to Ordinance 1824 Article I Section 5-2.24 Leash Requirements; it shall be unlawful for the owner or handler in lawful possession or control of a dog to walk the dog on any public place or right-of-way without the dog being secured or tethered by a fixed length leash not to exceed six feet, and the number of dogs shall not exceed the number of dogs the owner or handler can reasonably and safely control and in no circumstance shall the number of dogs exceed three.
15. Pursuant to Ordinance 1824 Article III Section 5-3.9(a) Public Nuisance; it is declared to be a nuisance, and it shall be unlawful, for any person owning or having control or custody of any animal to do any of the following:
 - a. Section 5-3.9 (a)(2) permit an animal to defecate on public property without immediately cleaning or removing the excrement to a proper receptacle

- b. Section 5-3.9 (a) (3) permit unsanitary conditions to exist on any premises where an animal is kept which would cause foul or obnoxious odors, attract flies or vermin or otherwise threaten public health and safety.
- 16. To ensure animal waste is not left in the walkways and parking areas, the applicant shall provide animal waste disposal bag dispensers for patrons and periodically inspect the sidewalks in the vicinity of the business for waste associated with clientele of the business.
- 17. All signage shall comply with the Development Ordinance.
- 18. This conditional use permit shall be reviewed six (6) months from the date of approval at which time the City council will review the application to determine whether the applicant has met adequate measures to control the activities.

PASSED, APPROVED AND ADOPTED this 19th day of February, 2019.



Martha A. Flores, Mayor

ATTEST:

John D. Lollis, City Clerk

By: 
Patrice Hildreth, Chief Deputy City Clerk

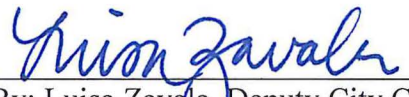
STATE OF CALIFORNIA)
CITY OF PORTERVILLE) SS
COUNTY OF TULARE)

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 19th 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	X
NOES:					
ABSTAIN:					
ABSENT:					

JOHN D. LOLLIS, City Clerk


By: Luisa Zavala, Deputy City Clerk



CITY COUNCIL AGENDA – AUGUST 6, 2019

SUBJECT: Bid Results - Henderson Avenue Reconstruction Project from Indiana to Jaye

SOURCE: Public Works

COMMENT: On July 31, 2019, staff received one (1) bid for the Henderson Avenue Reconstruction Project. The proposed project will consist of removing the existing asphalt and base, and replacing with new asphalt and base. The curb returns will be replaced with ADA compliant ramps. The existing 16" water main will be replaced with a new 16" water main. The project will also consist of installing 2" conduit for a fiber optic line and installing video detection at the intersection of Villa Street and Henderson Avenue.

The bid is as follows:

Contractor	Amount
1. MAC General Engineering Porterville, CA	\$4,230,966

The Engineer's estimate of probable cost for construction is \$2,014,210. The lowest responsive bid is 110% above the Engineer's estimate. An additional \$423,096.60 is necessary for construction contingency (10%). It is anticipated that \$317,322.45 is required for construction management, quality control and inspection services (7.5%) for a total estimated project cost of \$4,971,385.05.

It is City Council's policy to reject all bids when the bid exceeds 10% of the Engineer's Estimate. Although the possibility exists that the City will receive favorable bids if re-advertised, there are no guarantees that the City will receive less costly bids, and will likely necessitate a change in scope of the design of the project and/or an increase in the budget appropriation.

The higher than anticipated bid is due to the fact that during the final design stages (95% to 100%) and during the bidding process, City staff and bidder proposed including additional items of work that were not accounted for in the original estimate. A brief breakdown of the items that were included is an additional 8" water line, an additional 6" water line, all new water services, and a lighted pedestrian crossing. Accounting for the alterations, the revised engineers estimate would amount to \$2,791,690. The lowest responsive bid would be 51.56% over the revised engineers estimate. Attached to this agenda item is the original estimate and revised estimate. The cost of material and labor at this time is a lot higher due to the economic environment present

today, and thus past bid data does not apply. These unforeseen circumstances put the project at a higher cost than anticipated.

Should the Council elect to rebid the project, the necessary time would cause the project to likely be postponed until early Spring 2020. This could be advantageous as other projects along Henderson Avenue could be scheduled for construction in this same time frame, potentially making for a more favorable bidding environment and the added possibility of attracting more than a single bid.

Funding for the project is approved in the 2019/2020 FY budget. Initial planned funding appropriations as defined in the 2019/2020 FY Annual Budget are from two (2) separate funding sources; 1) Road Maintenance Rehabilitation Account (SB1)/Special Gas Tax Funds/LTF in the amount of \$2,121,553.50; and 2) Water Replacement Fund in the amount of \$900,000. The cost for the street maintenance program is \$2,659,730, equating to a shortfall of \$538,176.50 of Local Transportation Funds to fully fund the street reconstruction project. The 2019/2020 Fiscal Year Budget identifies approximately \$20,000,000 in street related projects and the probability of completing all of the projects during this fiscal year will prove to be difficult, therefore, assuring Local Transportation Funds are available to augment the project construction budget. The cost for the water replacement portion is \$2,311,655.05 equating to a shortfall of \$1,411,655.05 of water replacement funds to fully fund the project.

RECOMMENDATION:

That City Council:

1. Reject all bids, and direct the Public Works Department to re-advertise the project;

OR

2. Award the Henderson Avenue Reconstruction Project to MAC General in the amount of \$4,230,966.00;

3. Authorize progress payments up to 95% of the contract amount;

4. Authorize a 10% contingency to cover unforeseen costs;

5. Authorize an additional 7.5% for construction management, construction surveying, quality control, and inspection services;

6. Authorize the City Engineer to negotiate construction surveying service with one of the firms as approved by Council MO #02-100714;

7. Authorize an additional appropriation of \$803,914.50 from Local Transportation Fund; and

8. Authorize an additional appropriation of \$1,790,705.75 from the Water Replacement Fund.

ATTACHMENTS:

1. Eng Est - Council - Henderson Reconstruction
2. 19-07 - Revised Eng Estimate - Council
3. LOCATOR MAP-Henderson - rehab

Appropriated/Funded:

Review By:

Department Director:

Javier Sanchez, Assistant City Engineer

Final Approver: John Lollis, City Manager

City of Porterville
Henderson Avenue between Indiana and Jaye

PROJECT: Henderson Avenue Rehabilitation Project

ITEM NO	UNIT PRICE	UNIT	ITEM	EST. QUANTITY	TOTAL PRICE
1	\$25,000.00	L.S.	Mobilization	1	\$25,000.00
2	\$25,000.00	L.S.	Maintaining Traffic (Traffic Control)	1	\$25,000.00
3	\$20,000.00	L.S.	Utility Pothole	1	\$20,000.00
4	\$1,000.00	EA	Adjust Manhole Frame and Cover to subgrade level and to finished grade level Per City Std. S-3	14	\$14,000.00
5	\$700.00	EA	Adjust Water Valve Frame and Cover to subgrade level and to finished grade level Per City Std. W-7	15	\$10,500.00
6	\$1,000.00	EA	Install Survey Monument and Encasement	4	\$4,000.00
7	\$50.00	CY	Install Class II Aggregate base. (14 inch)	6690	\$334,500.00
8	\$100.00	Ton	Asphalt Concrete, Type 'A' (6 inch)	6390	\$639,000.00
9	\$100,000.00	EA	Install New Traffic Signal Controller, Video Detection System, Battery Backup, Countdown Ped Heads, Reflective Tape Around Signal Heads, and Install City Furnished Vehicle Pre-emption	1	\$100,000.00
10	\$8,000.00	EA	Install ADA Access Ramp per City Standards and Details Shown on plans.	14	\$112,000.00
11	\$20,000.00	LS	Traffic Striping	1	\$20,000.00
12	\$600.00	EA	Remove and Replace Traffic Loops	10	\$6,000.00
TOTAL BID PART A					\$1,310,000.00

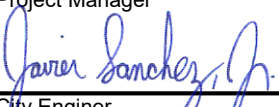
Base Bid Part B - Water

ITEM NO	UNIT PRICE	UNIT	ITEM	EST. QUANTITY	TOTAL PRICE
1	\$10,000.00	L.S.	Mobilization	1	\$10,000.00
2	\$20,000.00	L.S.	Maintaining Traffic (Traffic Control)	1	\$20,000.00
3	\$10,000.00	L.S.	Utility Pothole	1	\$10,000.00
4	\$1,500.00	EA	Remove existing water service, and provide new 1" water service per City Standards.	47	\$70,500.00
5	\$90.00	LF	Install 16" DR 14 Pipe	2465	\$221,850.00
6	\$4,000.00	EA	Install 16" Butterfly Valve	6	\$24,000.00
7	\$8,000.00	EA	Provide Connection to existing 16" water main and plug existing pipe	2	\$16,000.00
8	\$1,500.00	EA	Install 16" 45 degree fitting	4	\$6,000.00
9	\$3,000.00	EA	Install 16x8 Tee	2	\$6,000.00
10	\$5,000.00	EA	Install 16x8 Cross	1	\$5,000.00
11	\$3,000.00	EA	Reconnect Exsting 8" Water line	4	\$12,000.00

City of Porterville
Henderson Avenue between Indiana and Jaye

PROJECT: Henderson Avenue Rehabilitation Project

TOTAL BID PART B					\$401,350.00
Base Bid Part C - Fiber Conduit					
ITEM NO	UNIT PRICE	UNIT	ITEM	EST. QUANTITY	TOTAL PRICE
1	\$10,000.00	L.S.	Mobilization	1	\$10,000.00
2	\$20,000.00	L.S.	Maintaining Traffic (Traffic Control)	1	\$20,000.00
3	\$5,000.00	L.S.	Utility Pothole	1	\$5,000.00
4	\$25.00	LF	2" dia. Caltrans Type 3 HDPE Conduit (inclusive of trenching/warning tape, bedding)	2550	\$63,750.00
5	\$3,500.00	EA	Install B2436 Box Christy Boxes 36" Deep	6	\$21,000.00
TOTAL BID PART C					\$119,750.00
Project Total Part A + Part B + Part C				\$1,831,100.00	
10% Estimating Contingency				\$183,110.00	
Total Project Cost				\$2,014,210.00	

	_____	Date
Project Manager		
	_____	Date
City Engineer		
	_____	Date
Public Works Director		



City of Porterville
Henderson Avenue between Indiana and Jaye

PROJECT: Henderson Avenue Rehabilitation Project

ITEM NO	UNIT PRICE	UNIT	ITEM	EST. QUANTITY	TOTAL PRICE
A1	\$25,000.00	LS	Mobilization, Demobilization and Cleanup	1	\$25,000.00
A2	\$10,000.00	LS	Dust Control & Project Site Maintenance Per Specifications (Strictly Enforced)	1	\$10,000.00
A3	\$25,000.00	LS	Furnish and implement Traffic Control Plan (Maintaining Traffic) (Traffic Control)	1	\$25,000.00
A4	\$10,000.00	LS	Furnish Utility Locating	1	\$10,000.00
A5	\$20,000.00	LS	Provide Demolition, Clearing, and Grubbing as necessary including removal of existing asphalt by milling. Asphalt millings delivered to City per Specifications.	1	\$20,000.00
A6	\$10.00	CY	Roadway Excavation and Subgrade Preparation and Concrete Removal	9590	\$95,900.00
A7	\$1,000.00	EA	Adjust Manhole Frame and Cover to subgrade level and to finished grade level Per City Std. S-3	14	\$14,000.00
A8	\$700.00	EA	Existing Water Valve Frame and Cover to be removed on existing pipe. Access to valve shall be maintained until the existing water line is abandoned.	15	\$10,500.00
A9	\$1,000.00	EA	Install Survey Monument and Encasement	4	\$4,000.00
A10	\$50.00	CY	Install Class II Aggregate base 80 R Value per Specifications. (14 inch)	6720	\$336,000.00
A11	\$100.00	Ton	Asphalt Concrete, Type 'A' (6 inch)	6800	\$680,000.00
A12	\$100,000.00	EA	Install New Traffic Signal Controller, Video Detection System, Battery Backup, Countdown Ped Heads, Reflective Tape Around Signal Heads, and Install City Furnished Vehicle Pre-emption	1	\$100,000.00
A13	\$60,000.00	EA	Furnish & Install Solar Lighted Crosswalk System (includes traffic signs, striping, markings, rectangular rapid flash beacons, conduit, pullboxes, wiring, and pole footings for each location)	1	\$60,000.00
A14	\$8,000.00	EA	Remove and Replace ADA Ramps per details shown including all sidewalk curb and gutter transitions and spandrels. A minimum 2' temporary pave-out of 2" AC thickness will be included. Also remove and replace a 5' sidewalk transition on each side of the ramp.	4	\$32,000.00

City of Porterville
Henderson Avenue between Indiana and Jaye

PROJECT: Henderson Avenue Rehabilitation Project

A15	\$30.00	LF	Install Curb and Gutter	440	\$13,200.00
A16	\$10.00	SF	Install Sidewalk per City Standards	1725	\$17,250.00
A17	\$30.00	SF	Install Drive Approach per City Standards	475	\$14,250.00
A18	\$5,000.00	EA	Install Catch Basin	1	\$5,000.00
A19	\$100.00	LF	Install 18" Storm Drain Pipe	15	\$1,500.00
A20	\$5,000.00	EA	Connect to existing catch basin. Remove top of existing catch basin and regrade per detail shown.	1	\$5,000.00
A21	\$30.00	LF	Install Barrier Curb for Median	590	\$17,700.00
A22	\$20,000.00	LS	Install Landscape and Irrigation per plans. Including the stamped concrete and artificial turf as shown on plans and new landscape water service.	1	\$20,000.00
A23	\$20,000.00	LS	Traffic Striping	1	\$20,000.00
A24	\$600.00	EA	Remove and Replace Traffic Loops	34	\$20,400.00
A25	\$10,000.00	EA	Remove and Replace ADA Ramps per details shown including all sidewalk curb and gutter transitions and spandrels. A minimum 2' temporary pave-out of 2" AC thickness will be included. All concrete between Cottage and Villa will include 16" DG. Also remove and replace a 5' sidewalk transition on each side of the ramp.	8	\$80,000.00
A26	\$50.00	LF	Install five foot V-Gutter transitions Per City Standard from new spandrel to existing v-gutter to remain. All concrete between Cottage and Villa will include 16" DG.	30	\$1,500.00
A27	\$50.00	LF	Install five foot V-Gutter transitions Per City Standard from new spandrel to existing v-gutter to remain.	10	\$500.00
A28	\$40.00	LF	Install Curb and Gutter. All concrete between Cottage and Villa will include 16" DG.	110	\$4,400.00
A29	\$25.00	SF	Install sidewalk per City Standard. All concrete between Cottage and Villa will include 16" DG.	235	\$5,875.00
A30	\$35.00	SF	Install Drive Approach per City Standard. All concrete between Cottage and Villa will include 16" DG.	315	\$11,025.00

City of Porterville
Henderson Avenue between Indiana and Jaye

PROJECT: Henderson Avenue Rehabilitation Project

TOTAL BID PART A	\$1,556,700.00
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Base Bid Part B - Water

ITEM NO	UNIT PRICE	UNIT	ITEM	EST. QUANTITY	TOTAL PRICE
B1	\$10,000.00	LS	Mobilization	1	\$10,000.00
B2	\$20,000.00	LS	Maintaining Traffic (Traffic Control)	1	\$20,000.00
B3	\$5,000.00	LS	Sheeting and Shoring	1	\$5,000.00
B4	\$15,000.00	LS	Furnish Utility Locating	1	\$15,000.00
B5	\$5,000.00	LS	Provide Demolition, Clearing, and Grubbing as necessary including removal of existing asphalt and base materials as required for water main replacement	1	\$5,000.00
B6	\$2,000.00	EA	Remove existing water service, and provide new 2" water service per City Standards.	3	\$6,000.00
B7	\$1,500.00	EA	Remove existing water service, and provide new 1" water service per City Standards.	44	\$66,000.00
B8	\$30.00	LF	Remove existing 16" Water Line after it has been disconnected and backfill per specifications.	440	\$13,200.00
B9	\$90.00	LF	Install 16" DR 14 Pipe	2500	\$225,000.00
B10	\$70.00	LF	Install 8" DR 14 Pipe	2220	\$155,400.00
B11	\$60.00	LF	Install 6" DR 14 Pipe	560	\$33,600.00
B12	\$50.00	LF	Install 4" DR 14 Pipe	25	\$1,250.00
B13	\$3,000.00	EA	Install 16" Butterfly Valve	11	\$33,000.00
B14	\$2,500.00	EA	Install 8" Gate Valve	22	\$55,000.00
B15	\$2,000.00	EA	Install 6" Gate Valve	9	\$18,000.00
B16	\$8,000.00	EA	Provide Connection to existing 16" water main and plug existing pipe	2	\$16,000.00
B17	\$6,000.00	EA	Install tapping sleeve and Valve onto existing 8" Line	1	\$6,000.00
B18	\$5,000.00	EA	Install tapping sleeve and Valve onto existing 6" Line	6	\$30,000.00
B19	\$5,000.00	EA	Install tapping sleeve and Valve onto existing 4" Line	1	\$5,000.00
B20	\$1,000.00		Install 8"x6" Reducer	2	\$2,000.00
B21	\$1,500.00	EA	Install 16" 90 degree fitting	2	\$3,000.00
B22	\$1,000.00	EA	Install 8" 90 degree fitting	1	\$1,000.00
B23	\$1,000.00	EA	Install 6" 90 degree fitting	8	\$8,000.00
B24	\$1,000.00	EA	Install 4" 90 degree fitting	1	\$1,000.00
B25	\$2,000.00	EA	Install 16" 45 degree fitting	2	\$4,000.00
B26	\$1,500.00	EA	Install 8" 45 degree fitting	6	\$9,000.00
B27	\$1,000.00	EA	Install 6" 45 degree fitting	4	\$4,000.00
B28	\$1,000.00	EA	Install 6" 11.25 degree fitting	1	\$1,000.00

City of Porterville
Henderson Avenue between Indiana and Jaye

PROJECT: Henderson Avenue Rehabilitation Project

B29	\$5,000.00	EA	Install 16"x8" Cross	2	\$10,000.00
B30	\$3,000.00	EA	Install 16"x8" Tee	1	\$3,000.00
B31	\$3,000.00	EA	Install 16"x6" Tee	1	\$3,000.00
B32	\$4,000.00	EA	Install 8" Cross	1	\$4,000.00
B33	\$3,000.00	EA	Install 8"x6" Cross	1	\$3,000.00
B34	\$2,500.00	EA	Install 8" Tee	2	\$5,000.00
B35	\$2,500.00	EA	Install 8"x6" Tee	3	\$7,500.00
B36	\$1,500.00	EA	Install 6" Tee	2	\$3,000.00
B37	\$1,500.00	EA	Install 6"x4" Tee	1	\$1,500.00
B38	\$3,000.00	EA	Replace fire hydrant piping and connect existing fire hydrant to new tee at main.	2	\$6,000.00
B39	\$6,000.00	EA	Install new Fire Hydrant per City Standards	2	\$12,000.00
B40	\$3,000.00	EA	Removal of existing asbestos water line at Tie in points	4	\$12,000.00
B41	\$10,000.00	LS	Cut and plug of existing water lines at tie points to abandon existing water lines.	1	\$10,000.00
B42	\$15,000.00	LS	Replace Sidewalk and Curb and Gutter Concrete Improvements due to water main construction including all services and fire hydrant piping.	1	\$15,000.00
B43	\$5,000.00	LS	Maintenance of trench patch at all times.	1	\$5,000.00
B44	\$5,000.00	LS	Perform acceptance testing	1	\$5,000.00



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



CITY COUNCIL AGENDA – AUGUST 6, 2019

SUBJECT: Reorganization of the City's Public Works Department

SOURCE: City Manager's Office

COMMENT: The responsibilities of the Public Works Department has been steadily growing as the community has grown, as well as regulatory requirements continue to evolve in the areas of water, wastewater, refuse, and building. Most notably, the mandates of the Sustainable Groundwater Management Act (SGMA) and the required development of the Groundwater Sustainability Plan has placed significant demands on an already burdened Public Works Department. Staff has previously discussed that a reorganization, dividing the Department into two (2) departments may provide greater efficiency and productivity. With the aforementioned increased demands, the recent retirement of the Public Works Director and the subsequent recruitment for his replacement has provided a timely opportunity to implement this change.

Currently, the Public Works Department is comprised of approximately 85 full-time employees, and is one of seven City departments, as illustrated on the attached Organizational Chart. The Department's responsibilities generally include: engineering, construction management, building and public works inspections, issuing building permits, capital improvement program, land development review, SGMA, water, storm drain, sewer, refuse, utilities maintenance, equipment maintenance, streets, equipment replacement, traffic, graffiti abatement, laboratory, wastewater treatment, and transit.

It is proposed that the current Department be divided into two (2) separate departments: "Engineering & Project Management" and "Public Works". Engineering & Project Management would have the general responsibilities of engineering, capital improvement program, land development review, construction management, building and public works inspections, and building permits. The new Public Works Department would maintain the responsibilities of SGMA, water, sewer, storm drain, refuse, laboratory, utilities maintenance, streets, traffic, wastewater treatment, equipment maintenance, and transit.

In order to implement the above-described structural changes, it is proposed that the following revisions be made to the City's Position Pay Plan:

Engineering & Project Management Department

- Unallocate one (1) Deputy Public Works Director/City Engineer classification at Range 247 (\$7,695-9,389);
- Unallocate one (1) Assistant City Engineer classification at Range 236

(\$6,896-8,416)

- Allocate one (1) new classification of Engineering & Project Management Director at Range 258 (\$8,586-10,475);
- Allocate one (1) City Engineer Classification at Range 242 (\$7,322-8,934)
- Adjust Salary Range for Construction/Project Manager from Range 215 (\$5,595-6,828) to Range 225 (\$6,181-7,544)

Public Works Department:

- Unallocate one (1) Deputy Public Works Director/Field Services Manager at Range 247 (\$7,695-9,389);
- Unallocate one (1) Assistant Field Services Manager at Range 223 (\$6,059-7,395);
- Adjust the Salary Range for the revised classification of Public Works Director from Range 259 to Range 258 (\$8,586-10,475);
- Allocate one (1) Field Services Manager at Range 237 (\$6,965-8,500)

This proposed structure has proven successful in other local public agencies of similar size, and it is believed it will provide for greater efficiencies and productivity within the organization. In addition, the proposed reorganization would save approximately \$125,000 annually in administrative salaries and benefits, although there may be additional Engineering and/or Public Works positions requested within the existing budgetary authorization.

RECOMMENDATION: That the City Council approve the proposed reorganization and direct the Human Resources Division to amend those documents necessary to implement the proposed changes.

ATTACHMENTS: 1. Current Organizational Chart
 2. Proposed Organizational Chart

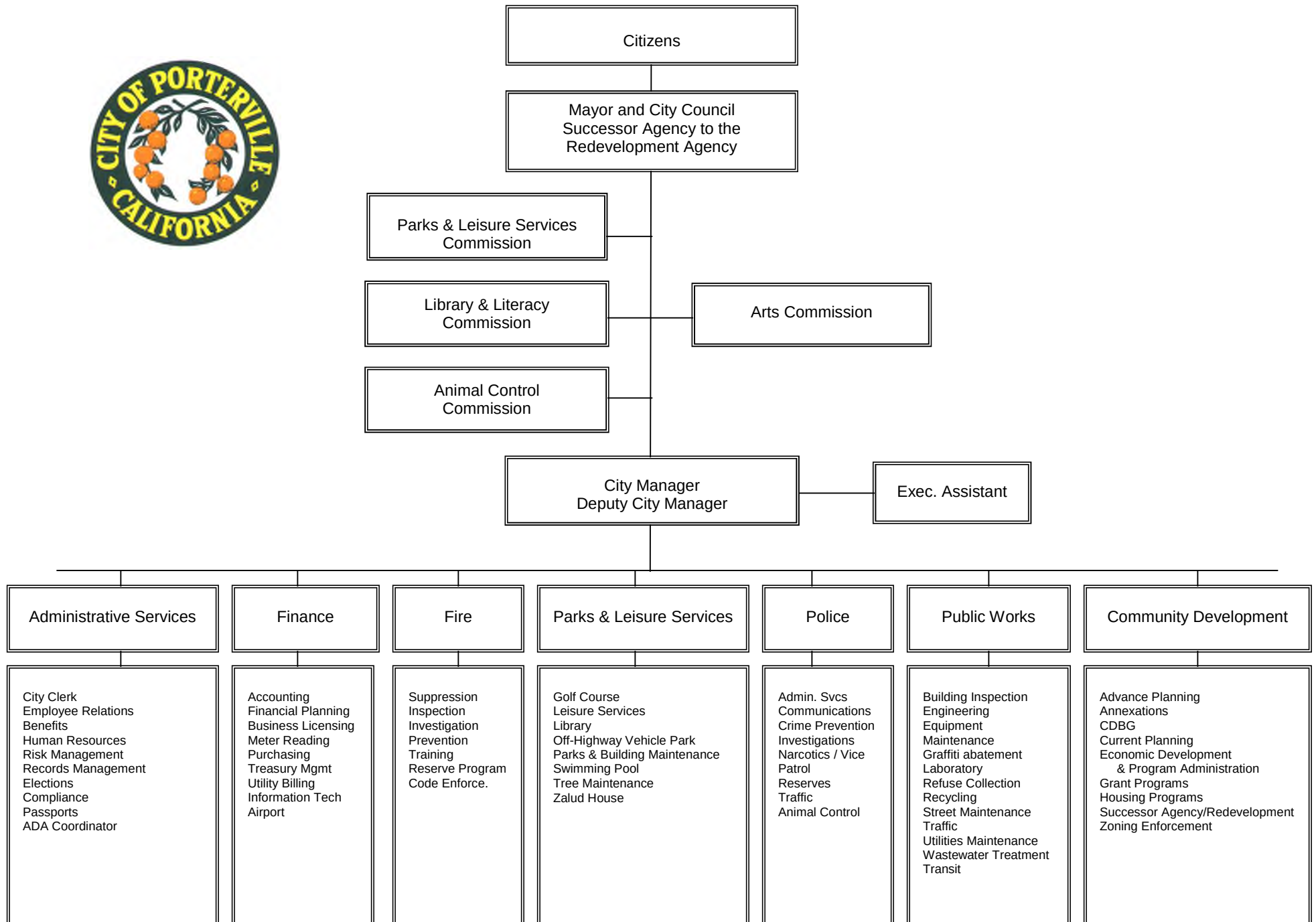
Appropriated/Funded:

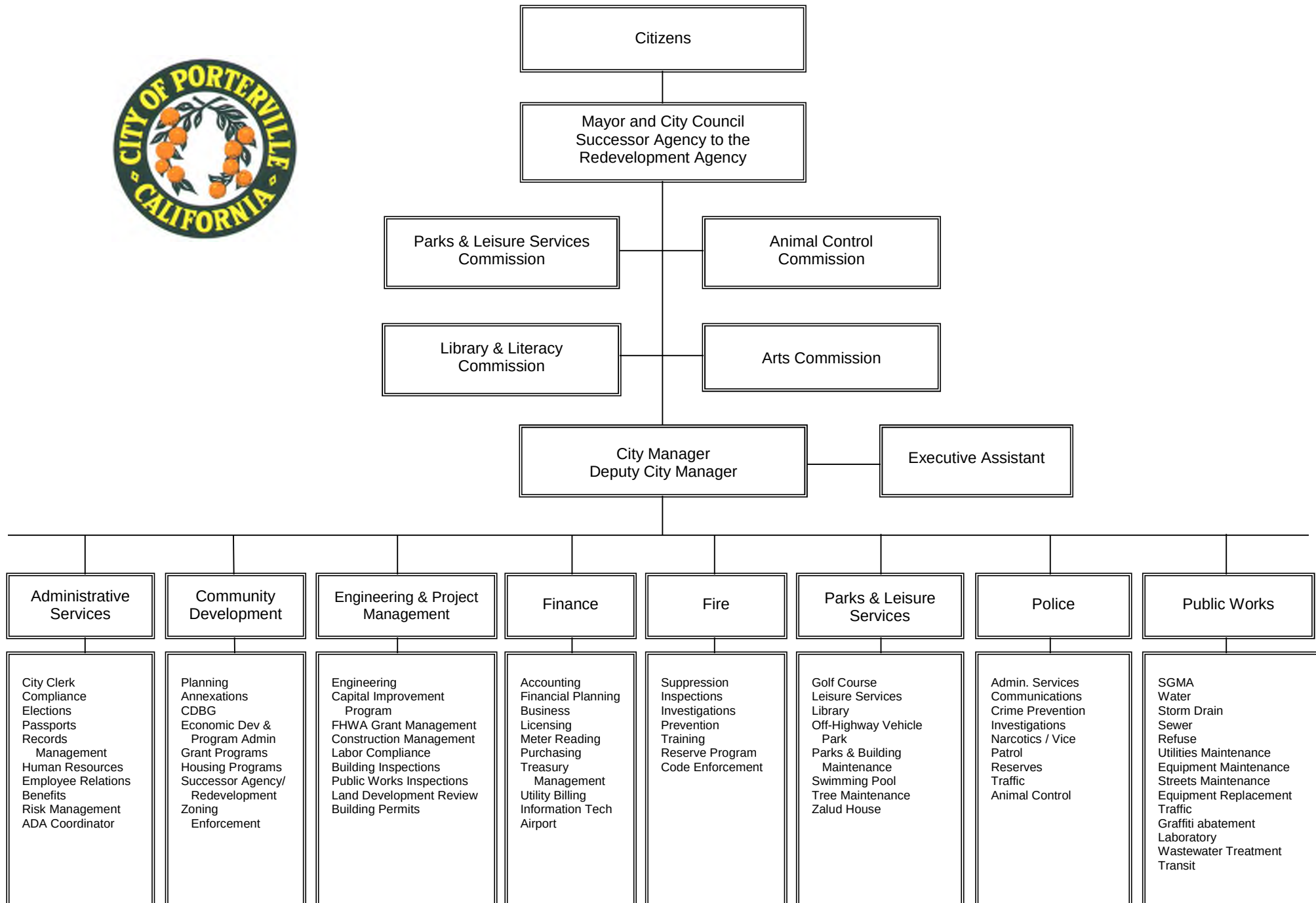
Review By:

Department Director:

John Lollis, City Manager

Final Approver: John Lollis, City Manager







CITY COUNCIL AGENDA – AUGUST 6, 2019

SUBJECT: Council Member Appointments to Boards and Committees

SOURCE: Administrative Services

COMMENT: With the change in the composition of the City Council due to the recent resignation of Vice Mayor Ward and the appointment of Council Member Virginia Gurrola, it is now appropriate to review the appointments to the various boards and committees on which selected Council Members serve. Attached is a list of the current appointments as of July 16, 2019 for the Council's consideration.

RECOMMENDATION: That the City Council, at its discretion, appoint Council Members to fill any existing vacancies, change appointments, and/or revise the list of committees.

ATTACHMENTS: 1. City Council Committee Appointments

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

APPOINTMENT OF COUNCIL MEMBERS TO VARIOUS COMMITTEES & BOARDS

Committee/Board	Member/Alternate	Appointment Date	Meeting Information
Tulare County Association of Governments/ Transportation Planning Agency ("TCAG")	Martha Flores - Member Milt Stowe - Alternate	12/13/2016 1/20/2015	Meets monthly; Third Monday; 1:00 PM Meets across the county at member agencies www.tularecog.org
Tulare County Economic Development Corporation ("TCEDC")	Daniel Penaloza - Member John Lollis - Alternate	12/10/2018 1/14/2009	Meets monthly; Fourth Wednesday at 7:30 AM Exeter Historical Museum, 125 S. B Street, Exeter www.sequoiavalley.com
Tulare County Taskforce on Homelessness	Martha Flores - Member <i>Vacant - Alternate</i>	12/10/2018	Meets monthly; Third Wednesday; 1:30 PM Tulare County Professional Development Center 4031 W. Noble Avenue, Visalia www.tchhsa.org
Council of Cities	Martha Flores - Member Milt Stowe - Member	12/10/2018 7/1/2014	Meets bi-monthly; Third Wednesday; 3:00 PM Visalia Administration Boardroom, 220 N. Santa Fe Street, Visalia
Porterville Area Airport Development Corporation ("PAADA")	Martha Flores - Member Milt Stowe - Member Monte Reyes - Member	6/4/2019 7/1/2014 12/10/2018	Meets quarterly or as needed. Notification of meetings provided. (Only two members will attend meetings at any given time.)
Joint City/School District Committee	Milt Stowe - Member <i>Vacant - Member</i>	7/6/2010 12/10/2018	Meets quarterly or as needed. Notification of meetings provided.
Ad Hoc Committee - Proposition 64 Regulation of Marijuana	Monte Reyes - Member Daniel Penaloza - Member	3/7/2017 12/10/2018	Ad Hoc Committee concerning the consideration of regulating marijuana business activities per Prop 64.
Ad Hoc Committee - Provision of Local Water Services	Daniel Penaloza - Member <i>Vacant - Member</i>	7/6/2010 12/10/2018	Ad Hoc Committee to address local water issues. Meets as needed.

APPOINTMENT OF COUNCIL MEMBERS TO VARIOUS COMMITTEES & BOARDS

Committee/Board	Member/Alternate	Appointment Date	Meeting Information
Tule River Improvement JPA	Daniel Penaloza - Member	12/10/2018	Meets quarterly; Lower Tule Irrigation District Conference Room, 357 E. Olive Avenue, Tipton
	Public Works Director - Alternate	12/13/2016	
Tulare County City Selection Committee	Mayor - City Member Designee - Alternate		Meets as needed. Notification of meetings provided. Designee may attend in absence of the Mayor
Tulare County Local Agency Formation Commission ("LAFCO")	Martha Flores - Member (representing City Councils)	7/17/2019	Board of Supervisors Board Room 2800 W. Burrell Avenue, Visalia, First Wed. @ 2 p.m. www.lafco.co.tulare.ca.us/lafco/
PDC Advisory Board	John Lollis - Member Mayor - Alternate	1/14/2009	Meets annually at Porterville Developmental Center 26501 Road 140, Room 59
Internal City Audit Committee	Martha Flores - Member	12/13/2016	Meets as needed in La Barca Conference Room, Porterville City Hall. Notification of meetings provided.
San Joaquin Valley Air Pollution Control District ("SJVAPCD") Board	Monte Reyes - Member		Meets on the third Thursday of each month at 9:00 a.m. at 1990 East Gettysburg Avenue, Fresno, CA.
San Joaquin Valley Special City Selection Committee	Milt Stowe - Member	12/13/2016	Notification of Meetings provided; Members can attend via video-teleconference in Bakersfield or Fresno District Office.
	Monte Reyes - Alternate	12/13/2016	
Eastern Tule Groundwater Sustainability Agency JPA	Monte Reyes - Member	12/10/2018	Meets monthly; First Thursday; 2:00 PM City Hall, 291 N. Main Street, Porterville
	Michael Knight - Alternate	7/16/2019	
2020 Census Local Count Committee	Martha Flores - Member		Meets monthly or as needed. Notification of meetings is provided.