



**CITY COUNCIL AGENDA
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
DECEMBER 17, 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: 260-060-012 and 260-050-004. Agency Negotiator: John Lollis. Negotiating Parties: City of Porterville and Walmart Stores, Inc.. Under Negotiation: Terms and Price.
- 2** - Government Code Section 54956.8 – Conference with Real Property
Negotiators/Property: APNs: 302-110-054 and 302-110-074. Agency Negotiator: John Lollis.. Negotiating Parties: City of Porterville and Tule River Economic Development Corporation. Under Negotiation: Terms and Price.
- 3** - Government Code Section 54956.8 – Conference with Real Property
Negotiators/Property: 140 South C Street. Agency Negotiator: John Lollis. Negotiating Parties: City of Porterville and Turning Point of Central California, Inc.. Under Negotiation: Terms and Price.
- 4** - Government Code Section 54956.8 – Conference with Real Property
Negotiators/Property: APN: 260-330-007. Agency Negotiator: John Lollis. Negotiating Parties: City of Porterville and Bill B. and Rhonda J. Long Trust. Under Negotiation: Terms and Price.
- 5** - Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: Valdez et al. v. Porterville Police Department et al., Tulare County Superior Court Case No. 279116.
- 6** - Government Code Section 54956.9(d) (3) – Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation: One (1) case in which facts are not yet known to potential plaintiff.
- 7** - Government Code Section 54956.9(d)(4) – Conference with Legal Counsel – Anticipated Litigation – Initiation of Litigation: Three (3) cases.

6:30 P.M. RECONVENE OPEN SESSION AND REPORT ON

REPORTABLE ACTION TAKEN IN CLOSED SESSION

Pledge of Allegiance Led by Council Member Peñaloza.

Invocation

PRESENTATIONS

Miss Porterville and Her Court
Employee Service Awards

REPORTS

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

City Commission and Committee Meetings

1. Parks & Leisure Services Commission - December 5, 2019
2. Library & Literacy Commission - December 10, 2019
3. Arts Commission
4. Animal Control Commission
5. Youth Commission - December 11, 2019
6. Transactions and Use Tax Oversight Committee (TUTOC) - November 6, 2019

AB 1234 REPORTS

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

1. Tulare County Economic Development Corp. (TCEDC) - December 4, 2019
2. Chamber of Commerce First Friday Coffee: State of the City - December 6, 2019
3. Tulare County Association of Governments (TCAG) - December 9, 2019
4. 2020 Census Complete Count Committee Meeting - December 10, 2019
5. Local Agency Formation Commission (LAFCO) - December 11, 2019
6. Eastern Tulare Groundwater Sustainability Agency (ETGSA) - Groundwater Sustainability Plan (GSP) Public Hearing - December 16, 2019
7. Tulare County Association of Governments (TCAG) Staff Training Lunch - December 17, 2019

Staff Informational Reports

1. ABC Licenses Update
2. Water Conservation Phase III Status 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. Purchase of Ballistic Shields**
Re: Consideration to authorize the purchase of four (4) Protech First Responder Ballistic Shields in the amount of \$14,338.22.
- 2. Acceptance of Final Subdivision Map - 4th Street Apartments, Phase Two (Smee Homes, Inc.)**
Re: Considering approval of the final subdivision map of 4th Street Apartments, Phase Two, from Smee Homes, Inc., and acceptance of all offers of dedication shown on said map or by separate deed document.
- 3. Acceptance of Final Subdivision Map - Summit Estates Two, Phase Two (Smee Homes, Inc.)**
Re: Considering approval of the final subdivision map of Summit Estates Two, Phase Two, from Smee Homes, Inc., and acceptance of all offers of dedication shown on said map or by separate deed document.
- 4. Amendment to the Seasonal and Part-Time Pay Rates**
Re: Considering adoption of a Resolution amending the City's Employee Pay and Benefit Plan as it pertains to pay rates for seasonal and part-time employees.
- 5. Approval of Agreement between the City of Porterville and Tulare County Health and Human Services Agency**
Re: Consideration to approve and authorize the Mayor to sign the Agreement with the Tulare County Health and Human Services Agency.
- 6. Authorization to Issue Request for Proposal for Consulting Services and a Comprehensive Solid Waste Rate Study**
Re: Consideration to authorize staff to issue a Request for Proposal for Consulting Services and a Comprehensive Solid Waste Rate Study.
- 7. Advanced Tactical/Liability Update Training**
Re: Approval for Advanced Tactical/Liability Update Training
- 8. HOME Investment Partnerships Program (HOME) Grant Application**
Re: Consideration of a Resolution approving the submittal of a HOME Investment Partnership Program funding application for \$400,000 for continuation of the First Time Low Income Homebuyer Program; and authorizing execution of all administrative documents required for administration of the HOME Program.
- 9. Request for Approval to Award a Contract to Revize to Redesign the City Website and Provide a Modern CRM Website Experience**
Re: Consideration to approve a 5-year agreement with Revize for the City website

redesign and development at an initial cost of \$12,990 and an annual recurring cost of \$5,990 for years 2 through 5.

- 10. Request for Approval to Migrate the City's Telecommunication Network from Shore Tel On-Site to the Parent Company Mitel Cloud Platform**
Re: Consideration to approve the migration of the City's telecommunication network and contract with Mitel Cloud Services, Inc. for a term of 36 months and a monthly cost of \$4,953.23.
- 11. Approval of Reorganization within the Engineering & Project Management Department**
Re: Considering authorization to reorganize the Engineering & Project Management Department.
- 12. Repealing and Replacing Resolution 31-2019 Concerning the Order of Business to be Followed at Regular City Council Meetings**
Re: Approving a draft Resolution to repeal and replace Resolution 31-2019 to amend the Council's order of business on regular City Council Agendas.
- 13. Cancellation of January 7, 2020, City Council Meeting**
Re: Considering the cancellation of the first City Council Meeting in January 2020.
- 14. City Council Member Requested Agenda Item - Quarterly Reporting of Council Member Attendance at Appointed Board and Committee Meetings**
Re: Consider Council Member Gurrola's request to consider quarterly reporting of Council Member attendance at appointed board and committee meetings.
- 15. Status and Review of Declaration of Local Emergency**
Re: Considering approval of the continuance of the Declaration of Local Emergency.

SCHEDULED MATTERS

- 16. Authorization to Distribute Request for Proposals for Cannabis Business Operating Permit for Retail Dispensary**

Re: Consideration to authorize staff to distribute a Request for Proposals for Cannabis Business Operating Permit for Retail Dispensary.
- 17. Pathway Home: Responding to Homelessness in Tulare County**
Re: Consideration of the strategic plan developed by HomeBase for the Tulare County Task Force on Homelessness.
- 18. Consideration of Nomination to the Tulare County Council of Cities for Appointment as the Transit Representative "Alternate" for the Governing Board of the Tulare County Association of Governments (TCAG)**
Re: Consider nominees for appointment by the Tulare County Council of Cities as the Transit Representative "Alternate" to the Governing Board of the Tulare County Association of Governments (TCAG).

Adjourn to a meeting of the Successor Agency to the Porterville Redevelopment Agency.

SUCCESSOR AGENCY TO THE
PORTERVILLE REDEVELOPMENT AGENCY AGENDA
291 NORTH MAIN STREET, PORTERVILLE, CA 93257
DECEMBER 17, 2019

Roll Call: Agency Members/Chairperson

WRITTEN COMMUNICATION

ORAL COMMUNICATIONS

SUCCESSOR AGENCY SCHEDULED MATTERS

SA-19. Review and Approval of Draft Recognized Obligation Payment Schedule for Fiscal Year 2020-2021

Re: Consideration of a resolution approving the Recognized Obligation Payment Schedule for the fiscal period of July 1, 2020 through June 30, 2021; and authorizing staff to make any augmentation, modification, additions or revisions as may be necessary and submit the ROPS 20-21 to the Countywide Oversight Board.

Adjourn to a meeting of the Porterville City Council.

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 January 7, 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 – DECEMBER 17, 2019

SUBJECT: 1. ABC Licenses Update

SOURCE: Community Development

COMMENT: At the August 6, 2019, City Council meeting, staff brought an item requesting a conditional use permit for a Type 41 on-sale beer and wine license for a bona-fide eating establishment within Census Tract 36.02.

For similar items, staff typically provides a map identifying the location of the Alcoholic Beverage Control (“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 the Census Tract and found seven (7) additional licenses registered to businesses within San Diego and Stockton.

Due to the 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 licenses and has been working with ABC to ensure a complete and accurate record.

RECOMMENDATION: Information Only

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:

Jenni Byers, Community Development Director

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – DECEMBER 17, 2019

SUBJECT: 2. Water Conservation Phase III Status Update

SOURCE: Public Works

COMMENT: The City of Porterville has continued to implement an active water conservation approach, both conserving and providing flexibility to the community. The City transitioned from Phase IV to Phase III of the City's Water Conservation Plan as of June 1, 2019, and subsequently transitioned back to Phase IV as of December 1, 2019. The Water Conservation Plan applies to all municipal water users within or outside city limits. As part of the Phase III plan, the City provided additional outdoor watering days on a two (2) day per week watering schedule based on address. If an address ends with an "odd" number, the watering days are Tuesday and Saturday; if an address ends with an "even" number, the watering days are Wednesday and Sunday. The Phase IV plan limits outdoor watering to one (1) day per week, with "odd" addresses allowed watering on Saturday and "even" addresses allowed watering on Sunday. Outdoor watering is prohibited between the hours of 5 a.m. to 10 a.m. and 5 p.m. to 10 p.m., with no watering allowed Monday, Thursday, or Friday. Watering of outdoor landscaping is prohibited during, and within 48 hours after, measurable rainfall which is now defined as greater than 0.01 of an inch.

Violations of prohibited activities are considered infractions and are punishable by fines of up to \$500 for each day in which the violation occurs. Any peace officer or employee of a public agency charged with enforcing laws and authorized to do so by Ordinance may issue a citation to the violator. The City of Porterville will be responding to enforcement by issuing a Notice of Violation for all witnessed occurrences and staff will be processing all reported issues. Enforcement statistics for the month of November 2019 show that a total of 62 Notice of Violations were issued for water wasting, and no Administrative Citations were issued.

Water production for November 2019 shows a 17% increase from the 5-year average. The production for the month of November 2019 was 301 million gallons, which when compared to the production for the month of November 2013 of 254 million gallons, equates to a 14% increase. Residential consumption for November 2019 was 113.01 gallons per capita per day (GPCD).

Compliance with individual water supplier conservation requirements is based on cumulative savings. Cumulative tracking means that conservation savings will be added together from one month to the next and compared to the amount of water used during the same months in 2013. City Staff will be evaluating conservation totals in two formats: 1. Calculate the cumulative conservation totals for production as compared to production in 2013; and 2. Calculate

cumulative conservation totals in relation to GPCD, in efforts to evaluate population growth impacts on production as compared to 2013. The cumulative total of production for the City of Porterville's conservation efforts will reflect June 2015 through November 2019. Porterville's cumulative total production conservation through November 2019 is 22.54%. The cumulative total of GPCD for the City of Porterville's conservation efforts will reflect June 2015 through November 2019. Porterville's cumulative total GPCD conservation through November 2019 is 26.8%.

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

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

RECOMMENDATION: Informational Only

ATTACHMENTS:

1. Monthly Production Status November 2019
2. Monthly Production Status GPCD November 2019
3. Drought Response Phase III Flyer
4. Drought Response Phase IV Flyer

Appropriated/Funded:

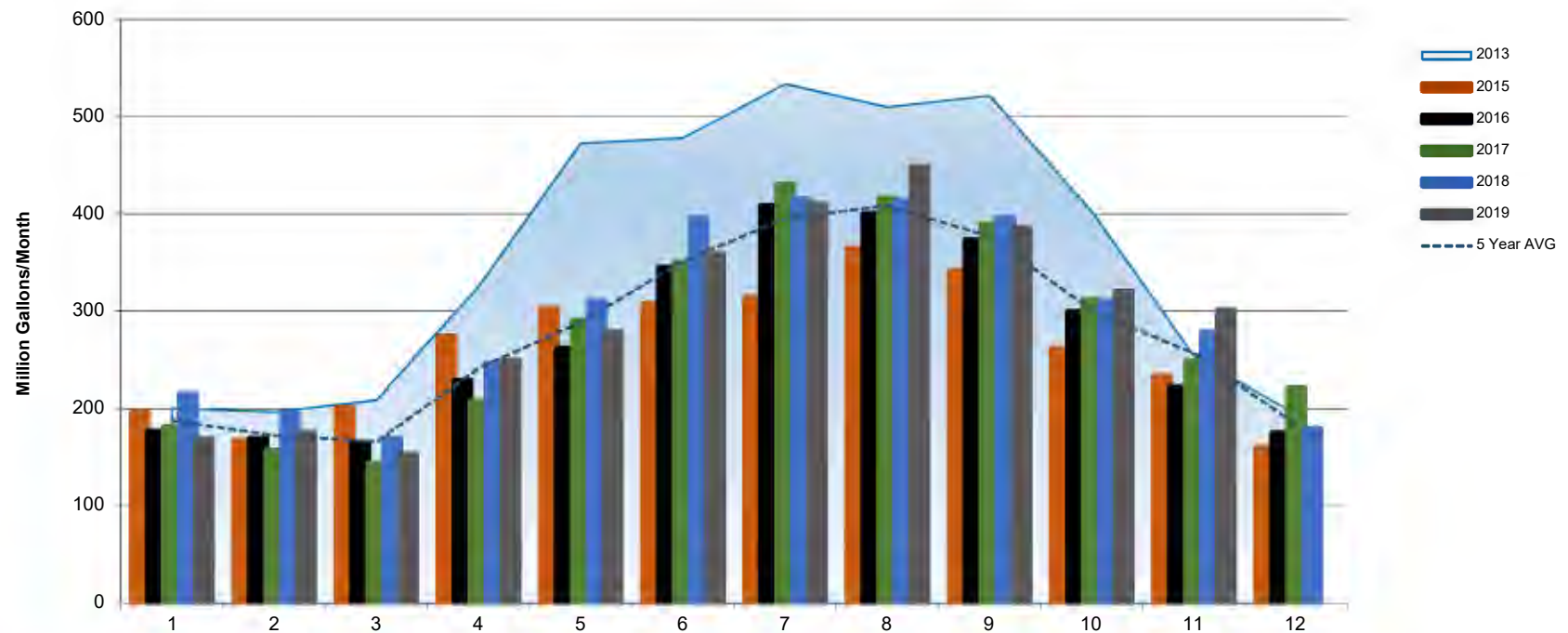
Review By:

Department Director:

Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager

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

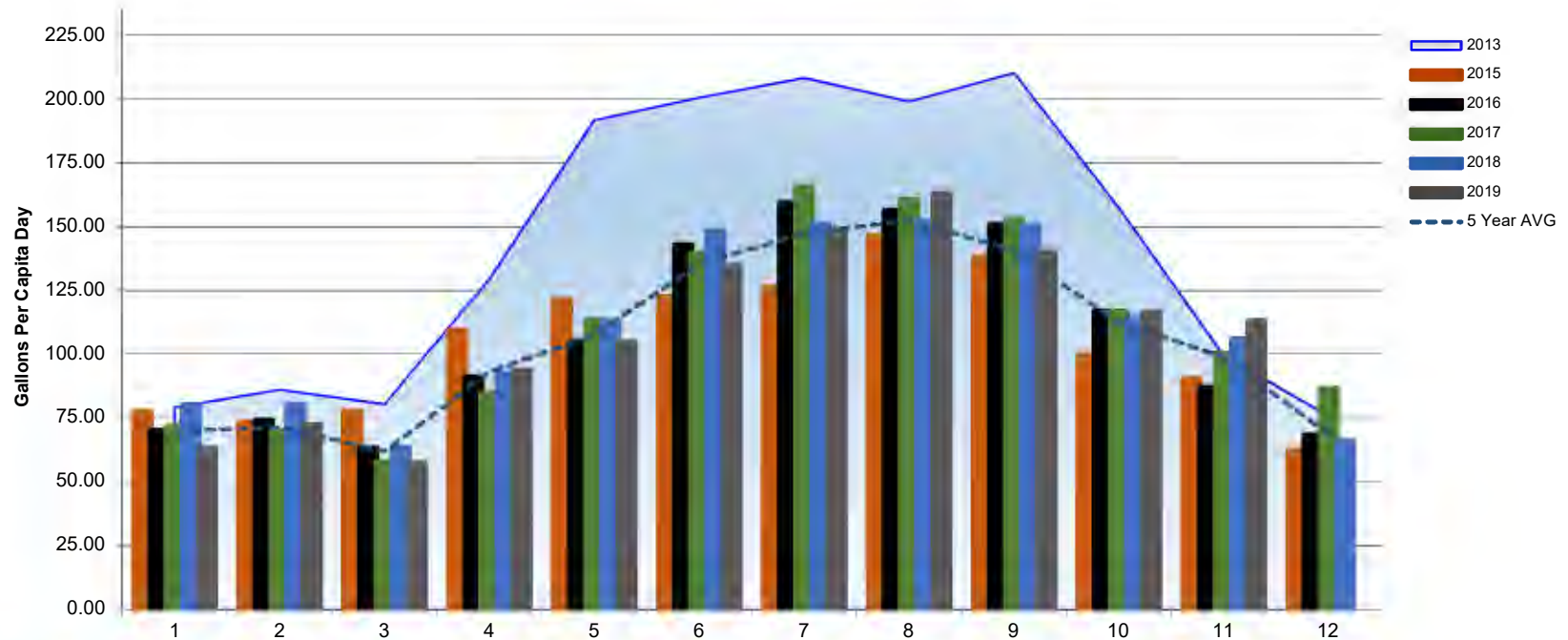


Production Cumulative Total 22.5%

2015	-2%	-15%	-4%	-16%	-36%	-36%	-41%	-28%	-35%	-35%	-8%	-18%
2016	-12%	-14%	-21%	-30%	-45%	-28%	-24%	-21%	-28%	-26%	-13%	-10%
2017	-9%	-20%	-31%	-36%	-38%	-27%	-19%	-18%	-25%	-23%	-2%	14%
2018	1%	-7%	-13%	-29%	-39%	-26%	-25%	-24%	-29%	-27%	7%	-13%
2019	-16%	-11%	-27%	-23%	-41%	-25%	-23%	-12%	-26%	-20%	19%	

Percent Comparison to 2013 Production

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



GPCD

Cumulative Total 26.8%

	2015	2016	2017	2018	2019	1	2	3	4	5	6	7	8	9	10	11	12
2015	-2%	-12%	-9%	1%	-20%	-2%	-15%	-4%	-16%	-37%	-39%	-40%	-27%	-35%	-37%	-9%	-18%
2016	-12%	-14%	-19%	-7%	-16%	-21%	-14%	-21%	-30%	-45%	-29%	-24%	-21%	-28%	-26%	-13%	-10%
2017	-9%	-19%	-28%	-21%	-29%	-28%	-19%	-28%	-34%	-41%	-30%	-20%	-19%	-27%	-26%	1%	14%
2018	1%	-7%	-21%	-29%	-41%	-26%	-28%	-24%	-18%	-33%	-26%	-19%	-24%	-29%	-27%	7%	-13%
2019	-20%	-16%	-29%	-28%	-46%	-33%	-29%	-18%	-33%	-26%	14%						

Percent Comparison to 2013 Production



DROUGHT RESPONSE Phase III

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

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

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

Excessive water runoff is prohibited.

The washing of sidewalks and driveways is prohibited.

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

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

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

DROUGHT RESPONSE PHASE III

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

Mandatory Odd/Even Watering Schedule

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

Odd Address
 Even Address

ODD NUMBER ADDRESSES

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

OR

EVEN NUMBER ADDRESSES

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

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

**Mandatory
Odd/Even Watering
Schedule**

**Excessive water
runoff prohibited**

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

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

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

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

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



DROUGHT RESPONSE Phase IV

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

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

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

Excessive water runoff is prohibited.

The washing of sidewalks and driveways is prohibited.

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

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

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

DROUGHT RESPONSE Phase IV

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

Mandatory Odd/Even Watering Schedule

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

Odd Address
 Even Address

Outdoor Watering is Prohibited

ODD NUMBER ADDRESSES

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

OR

EVEN NUMBER ADDRESSES

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

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

**Mandatory
Odd/Even Watering
Schedule**

**Excessive water
runoff prohibited**

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

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

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

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

**NO WATERING
MONDAY THROUGH
FRIDAY.**



CITY COUNCIL AGENDA – DECEMBER 17, 2019

SUBJECT: Purchase of Ballistic Shields

SOURCE: Police

COMMENT: During a recent Police Department safety equipment needs assessment, Department staff recognized the need for additional safety equipment essential for first responders. The Police Department currently has three (3) ballistic shields assigned to the Department's Special Weapons and Tactics Team. These shields are for high risk encounters with suspects who could potentially be armed. However, these shields are not made readily available to patrol personnel responding to high risk incidents.

Department staff determined the need for patrol personnel to also have this ballistic protection for immediate response to any active threat, such as an active shooter incident, armed barricaded suspects, homeland security threats and assisting other agencies in response to similar critical incidents. These ballistics shields are a critical pieces of safety equipment for law enforcement first responders and greatly enhance the protection of the Officers and the citizens of this community.

Over the last few months evaluations were done by Department staff and it was found the "Protech First Responders Shield" will provide the necessary ballistic protection. The Police Department has researched the market and identified this shield that can best meet the intent of the use and is currently the same ballistic shields currently used by the Department's tactical team.

The Department has identified a current vendor, AARDVARK Tactical, who is a leading authority for Protech tactical equipment and provides this equipment to numerous agencies, including the Tulare County Sheriff's Office, FBI, DEA, CA Department of Justice, and the Los Angeles Police Department and Los Angeles County Sheriff's Department.

This vendor has the Protech Tactical shields on a GSA contract, which are provided at a reduced rate. Using the contract to purchase, state or local agencies are able to purchase items directly from AARDVARK Tactical on the GSA contract through the cooperative purchasing program. The Porterville Police Department is requesting the purchase of four (4) ballistic shields for the total cost of \$14,338.22. With the purchase of four (4) ballistic shields, they can be deployed in a manner making them readily available to patrol personnel in the event of a critical incident. The funds are available from the Police Department's 2019 Edward Byrne JAG Grant, which had been awarded by the

Department of Justice for this purchase.

The Police Department requests City Council approval to purchase the above listed equipment and enter into direct negotiations with the vendor for this item in accordance with the City's Purchasing Policy & Procedure Manual, as amended by Resolution No. 122-87, adopted by Council on October 10, 1987.

RECOMMENDATION: That the City Council:

1. Authorize the purchase of four (4) Protech First Responder Ballistic Shields: and
2. Authorize payment in the amount of \$14,338.22 upon receipt of the shields.

ATTACHMENTS: 1. Aardvark Quote

Appropriated/Funded:

Review By:

Department Director:

Eric Kroutil, Police Chief

Final Approver: John Lollis, City Manager



1935 Puddingstone Drive
La Verne, CA 91750
TEL: (909) 451-6100 FAX: (909) 392-3823
FED TAX ID: 95-4451904

QUOTE

Quote # QSTD-16045
Date: 12/3/2019
Payment Terms: Net 30 Days
SPID: SBUTLER
RM: BUTLER158
Page: 1 of 1

Quote Expiration Date: 2/1/2020

Sold To: Porterville Police Department
350 N D street
Porterville, CA 93257
USA

Ship To: Porterville Police Department
Attn: Lt. Brian Nix
350 N D street
Porterville, CA 93257
USA

Entered by	Customer No.	Shipping Method	PO Number/Contract #	Last 4 C/C #
dgraff	PORTERVILLEPO01	BESTWAY		

Qty	Unit / Cpnt Qty	Item Number	CT	Description	Price	Ext Price
4	EA	PTA-NATO-1-17X32		NATO 1™ Enhanced, 17X32	3,235.29	12,941.16
This quote was prepared for: bnix@ci.porterville.ca.us • Delivery about 90 days ARO • Please contact Brittany Baeza at 909-451-6102 or bbaeza@aardvarktactical.com if you would like to place this order. Thank You!						

No return will be accepted unless a Return Authorization is issued prior to the goods being returned .
If the error which necessitates the return is a result of an Aardvark error , no restocking fee will be charged. Merchandise may be returned within 30 days of purchase and buyer will be subject to a 20% restocking fee. All returns must be Freight Prepaid and in new sellable condition. Credit for the value of the returned merchandise (less restocking fees and shipping charges) will be made.
Defective merchandise is not subject to any restocking fee. Customized orders are non-returnable

Subtotal	12,941.16
Freight	200.00
Estimated Sales Tax	1,197.06
Total	14,338.22



Entry I FR X - Type IIIA Shi

MODEL: | SKU: entry1_FR_X | PART:

From the leader in ballistic shield manufacturing, PROTECH® Tac to launch the X Series of lightweight Ballistic Shields.

This unique product offering boasts one of the lightest handgun th currently available, all in part to a patent-pending design.

The X Series is born from an innovative process of molding the le body of the shield as the ballistic material is pressed, resulting in of traditional points of weakness, excess hardware and componer overall ballistic integrity and reduces weight.

The Entry I FR X is based off of the original Entry I FR. Featuring l cut-outs and a lightweight build, this model is designed for high-s coverage.



Be the first to review this product

WRITE A REVIEW



CITY COUNCIL AGENDA – DECEMBER 17, 2019

SUBJECT: Acceptance of Final Subdivision Map - 4th Street Apartments, Phase Two (Smee Homes, Inc.)

SOURCE: Public Works

COMMENT: The subdivider, Smee Homes, Inc., has submitted the final map of the subject project for City Council approval. The subdivider is requesting approval prior to the acceptance of the required improvements.

The subdivider has submitted the required guarantee to the City to complete and/or accept all necessary public improvements on the project. A subdivision agreement between the subdivider and the City has been executed, and all fees have been paid.

The final map is in conformance with the approved tentative map and City Council Resolution No. 37-2019. The improvement plans, specifications, dedications, and the final map have been approved by the Engineering & Project Management Director and City Engineer and all other requirements have been met.

RECOMMENDATION: That City Council:

1. Approve the final subdivision map of 4th Street Apartments, Phase Two;
2. Accept all offers of dedication shown on the final map or by separate deed document; and
3. Authorize the City Clerk to file said map with the County Recorder.

ATTACHMENTS:

1. Subdivision Agreement: 4th Street Apartments, Phase 2
2. Final Map: 4th Street Apartments, Phase 2

Appropriated/Funded:

Review By:

Department Director:

Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager

SUBDIVISION AGREEMENT

THIS AGREEMENT is made this 5th day of December, 2019, by and between the City of Porterville, a Municipal Corporation, hereinafter designated and called the "City", and Smee Homes Inc., 444 N. Prospect Street, Suite A, Porterville. CA 93257, hereinafter designated and called the "Subdivider".

RECITALS

1. The Subdivider has presented to the City a certain final map of a proposed subdivision of land located within the corporate limits of the City, and known and described as 4th Street Apartments, Phase Two, a copy of which map is attached to and made part of this agreement, and said Subdivider has requested the City to accept the dedications delineated and shown on said map for the use and purposes specified thereon, and to otherwise approve said map in order that the same may be recorded, as required by law.
 2. The City requires, as a condition precedent to the acceptance and approval of said map, the dedication of such streets, highways and public places and easements as are delineated and shown on said map, and they shall be improved by the construction and the installation of the improvements hereinafter specified.
 3. Chapter 21, Article 407, Section 407.02 of the Municipal Code of the City of Porterville requires the Subdivider to enter into this agreement with the City whereby Subdivider agrees to do, perform and complete the work and matters herein after in the agreement mentioned and set forth in detail, within the time hereinafter mentioned, in consideration of the acceptance of the offers of dedication by the City of Porterville.
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AGREEMENT

In consideration of the acceptance of the offers of dedication of the streets, highways, public ways, easements and facilities as shown and delineated on said map, and the approval of said map for filing and recording as provided and required by law, it is mutually agreed and understood by and between the Subdivider and the City, and the Subdivider and the City do hereby mutually agree as follows:

4. The Subdivider shall complete the work and improvements hereinafter specified on or before July 1, 2020, to the satisfaction of the City Engineer. Additional inspection and administration costs past this date must be paid by the Subdivider prior to City Council acceptance of improvements. The Subdivider hereby designates and agrees to compensate the "Supervising Civil Engineer(s)" shown in Exhibit A attached for the purpose of satisfying Sections No. 7-132 and 7-133 of the City Code as defined in Exhibit A attached. Subdivider agrees to notify said Civil Engineer of his duties by giving him a copy of this agreement prior to the start of grading. All grading involving a preliminary soil report shall be performed under the supervision of said Civil Engineer. It shall be the responsibility of said Civil Engineer to supervise and coordinate all site supervision and testing during grading operations. The preliminary soil report, and its recommendation, which has been first approved by the City Engineer, shall be used as a basis for the grading operations. If, in the course of fulfilling this responsibility as the supervising Civil Engineer, he finds that the work is not being done in conformance with the preliminary report and grading plans approved by the City Engineer or in accordance with accepted practices, he shall immediately notify the person in charge of the grading work and the City Engineer, in writing, of the non-conformity and of the corrective measures to be taken. In the event the supervising Civil Engineer is relieved of or otherwise terminates his duties prior to completion of the work shown on the grading

plans, he shall report the fact, in writing, to the City Engineer within forty-eight (48) hours from the time such termination begins together with a report on the status of the work at his last inspection.

In the event the supervising Civil Engineer terminates his duties prior to completion of the work shown on the grading plans, the Subdivider agrees to do one of the following.

- (a) To obtain written approval of a replacement supervising Civil Engineer (licensed to practice in California) from the City Engineer prior to termination of the supervising Civil Engineer, or
- (b) Terminate grading operations until arrangements can be made for a new supervising Civil Engineer, acceptable to the City Engineer, to perform the prescribed duties.

- 5. The work and improvements, more specifically shown on the attached plans and made a part hereof, shall be done in accordance with the construction standards contained in the Standard Specifications for Public Works Construction, current Edition (Standard Specifications), the Manual of Traffic Controls for Public Works Construction and the City of Porterville Standard Plans and Specifications, as adopted by the City Council, at the sole cost and expense of the Subdivider including all costs of engineering, inspection and testing as specified in Item 12.

- 6. The work and improvements are as follows:

All items of work and all improvements required as shown on the improvement plans dated March 28, 2018, as required by City Council Resolution No. 37-2019 and as directed by the City Engineer in accordance with the City of Porterville Standard Plans and Specifications.

- 7. Subdivider has paid to the City of Porterville, in accordance with Chapter 19A, Article II,

of the Porterville Municipal Code, the required fee to defray the costs of constructing planned local drainage facilities for the removal of surface and storm waters from the Subdivision.

8. It is agreed that the City shall inspect all work. All of the work and improvements and materials shall be done, performed and installed in strict accordance with the approved construction plans for said work on file in the Office of the City Engineer of the City and the Standard Plans and Specifications of the City, which said plans and specifications and standards are hereby referred to and adopted and made a part of this agreement. In case there are not any standard specifications of the City for any of said work, it is agreed that the same shall be done and performed in accordance with the Standards and Specifications of the State of California, Business of Transportation Agency Department of transportation. All of said work and improvements and materials shall be done, performed and installed under the supervision of and to the satisfaction of the City Engineer of the City.

Subdivider agrees to submit the names of all his proposed contractors and subcontractors for City approval, two weeks prior to initial start of construction. Subdivider agrees to arrange a preconstruction conference with the City, involving representatives of all contractors who are to work on the subdivision, one week prior to the initial start of construction. Subdivider agrees to provide the City with 24-hour notice prior to starting work requiring inspection if there has been no construction work in the subdivision for the two prior working days. Twenty-four (24) hours prior to the performance of any overtime work, Subdivider shall obtain written permission to perform said work. Said written approval shall be kept on the job site at all times during performance of overtime work. Subdivider agrees to pay the City's cost (including overhead) for overtime inspection work (i.e. work performed more than eight (8) hours

per day or forty (40) hours per week or for work performed on weekends and holidays).

9. Prior to the approval by the Council of the City of said final map, the Subdivider shall furnish to the City a bond for:

(a) Performance security in the sum of Ninety nine thousand, one hundred thirty seven Dollars (\$ 99,137), which is equal to one hundred percent of the total estimated cost of the work required. All to be conditioned upon the faithful performance of this agreement and a bond for:

(b) Payment security in the sum Ninety nine thousand, one hundred thirty seven Dollars (\$ 99,137), which is equal to one hundred percent of the total estimate cost of the work required to secure payment to all contractors and subcontractors performing work on said improvements and all persons furnishing labor, materials or equipment to them for said improvement. Bonds shall be by one or more duly authorized corporate sureties subject to the approval of the City.

(c) On acceptance of the required work, warranty security shall be furnished to or retained by the City in the amount of five percent of the improvement security for performance, for guarantee and warranty of the work for a period of one year following acceptance against any defective work or labor done or defective materials furnished. In accordance with Chapter 21, Article 407, Section 407.02 of the Porterville Municipal Code, said warranty security shall be in the form of cash or a certificate of deposit or a maintenance bond.

(d) As a part of the obligation of the Subdivider and in addition to any and all furnishing for faithful performance of this agreement, the Subdivider agrees that the City shall be entitled to costs and reasonable expenses and fees, including reasonable attorney's fees which may be incurred in effectively enforcing the obligation secured.

10. The City shall not be liable to the Subdivider or to any other person, firm or corporation whatsoever, for any injury or damage that may result to any person or property by or from any cause whatsoever in, on or about the subdivision of said land covered by this agreement, or any part thereof.

The Subdivider hereby releases and agrees to indemnify and save the City harmless from and against any and all injuries to and deaths of persons, and all claims, demands, costs, loss, damage and liability, howsoever same may be caused, resulting directly or indirectly from the performance of any or all work to be done in and upon the street rights of way in said subdivision and upon the premises adjacent thereto pursuant to this agreement, and also from all injuries to and deaths of persons, and all claims, demands, costs, loss, damage and liability, howsoever same may be caused, either directly or indirectly made or suffered by the Subdivider, the Subdivider's agents, employees and subcontractors, while engaged in the performance of said work.

The Subdivider agrees that the use for any purpose and by any person of any and all of the streets and improvements herein before specified, shall be at the sole and exclusive risk of the Subdivider at all times prior to final acceptance by the City of the completed street and other improvements thereon and therein.

No occupancy permit shall be issued until an approved "all weather" street frontage and access is constructed. The issuance of any occupancy permits by the City for dwellings located within said subdivision shall not be construed in any manner to constitute an acceptance and approval of any or all of the streets and improvements in said subdivision.

11. The Subdivider and his subcontractors shall pay for any materials, provisions and other supplies used in, upon, for, or about the performance of the work contracted to be done, and for any work or labor thereon of any kind, and for amounts due under the
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-
-

Unemployment Insurance Act of the State of California, with respect to such work or labor, as required by Section 4200 of the Government Code.

12. Initial compaction and soil tests for street, sewer, water and other work within the public right of way shall be ordered by and paid for by the Subdivider. Sewer and utility trench tests shall be taken in varying locations and depths as required by the engineer. Compaction tests failing to meet the City's requirements shall be reordered by the Subdivider.
13. The Subdivider shall comply with Street, Plumbing, Building, Electrical, Zoning Codes and any other codes of the City.
14. It shall be the responsibility of the Subdivider to coordinate all work done by his contractors and subcontractors, such as scheduling the sequence of operations and the determination of liability if one operation delays another. In no case shall representatives of the City of Porterville be placed in the position of making decisions that are the responsibility of the Subdivider. It shall further be the responsibility of the Subdivider to give the City Engineer written notice not less than two (2) working days in advance of the actual date on which work is to be started. Failure on the part of the Subdivider to notify the City Engineer may cause delay for which the Subdivider shall be solely responsible.
15. Whenever the Subdivider varies the period during which work is carried on each day, he shall give due notice to the City representative so that proper inspection may be provided. Any work done in the absence of the City's Inspector will be subject to rejection. The inspection of the work shall not relieve the Subdivider of any of his obligations to fulfill the agreement as prescribed. Defective work shall be made good, and unsuitable materials may be rejected, notwithstanding the fact that such defective work and unsuitable materials have been previously overlooked by the City Engineer or Inspector and accepted.

Any damage to the sewer system, concrete work or street paving that occurs after installation shall be made good to the satisfaction of the City Engineer by the Subdivider before release of bond, or final acceptance of completed work.

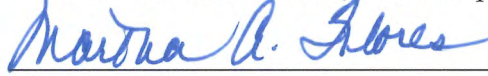
16. Adequate dust control shall be maintained by the Subdivider on all streets within and without the subdivision on which work is required to be done under this agreement, from the time work is first commenced in the subdivision until the paving of the streets is completed. "Adequate dust control", as used herein, shall mean the sprinkling of the streets with water, or the laying of a dust coat of oil thereon with sufficient frequency to prevent the scattering of dust, by wind or the activity of vehicles and equipment, onto any street area or private property adjacent to the subdivision. Whenever, in the opinion of the City Engineer, adequate dust control is not being maintained on any street or streets by this paragraph, the City Engineer shall give notice to the Subdivider to comply with the provisions of this paragraph forthwith. Such notice may be personally served upon the Subdivider, or, at the election of the City Engineer, such notice may be mailed to the Subdivider at his address on file with the City Engineer. If, within 24 hours after such personal service of such notice or within 48 hours after the mailing thereof as herein provided, the Subdivider shall not have commenced to maintain adequate dust control or shall, at any time, thereafter fail to maintain adequate dust control, the City Engineer may, without further notice of any kind, cause any such street or streets to be sprinkled or oiled, as he may deem advisable to eliminate the scattering of dust, by equipment and of the City or by contract as the City Engineer shall determine, and the Subdivider agrees to pay to City, forthwith upon receipt of billing therefore, the entire cost to the City of such sprinkling or oiling. When the surfacing on any existing street is disturbed, this surfacing shall be replaced with temporary or permanent surfacing within 14 calendar days and the roadway shall be maintained in a safe and passable condition at all times between the

commencement and final completion, and adequate dust control shall be maintained during these operations.

17. The Subdivider shall install all improvements in accordance with Chapter 21, Article 407, Section 407.2 of the Municipal Code of the City of Porterville and the construction plans.
18. Concrete curbs and gutters, the sanitary sewer system and house connections together with water mains, gas mains, electrical systems and their respective service connections shall be completed in the streets and alleys before starting the street and alley surfacing.
19. Time is of the essence of this agreement, and the same shall bind and inure to the benefit of the parties hereto, their successors and assigns.

The parties have executed this agreement on the day and year first above written.

CITY OF PORTERVILLE, A Municipal Corporation

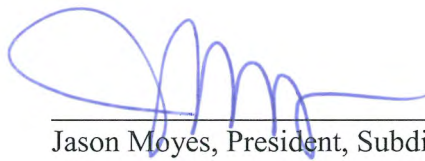


Martha A. Flores, Mayor*

ATTEST:



John D. Lollis, City Clerk*



Jason Moyes, President, Subdivider*

* Notarization Required

Rev. 2019

P:\pubworks\General\Land Development\Residential\Fourth Street Apartments Ph 2\Subdivision Agreement - Performance Security.docx

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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

State of California

County of Tulare

ss.

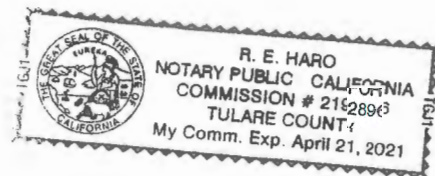
On 12-4-19, 20__, before me, R.E. Haro, a notary public, personally appeared Jason moyes, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

SEAL

R.E. Haro
Signature of Notary Public



CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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

State of California

County of Tulare

ss.

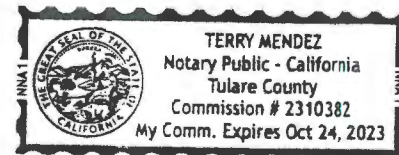
On December 5, 2019, before me, Terry Mendez, a notary public, personally appeared Martha A. Flores, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

SEAL

Terry Mendez
Signature of Notary Public



CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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

State of California

County of Tulare

ss.

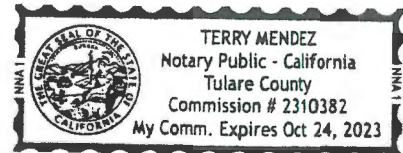
On December 5, 2019, before me, Terry Mendez, a notary public, personally appeared John Louis, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

SEAL

Terry Mendez
Signature of Notary Public



4TH STREET APARTMENTS, PHASE TWO

BEING A SUBDIVISION OF A PORTION OF THE WEST 250 FEET OF LOTS 8, 9, 11, AND 12, OF PIONEER LAND COMPANY'S FIRST SUBDIVISION, PER MAP IN BOOK 3 OF MAPS, PAGES 34 AND 35, TULARE COUNTY RECORDS, IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 25, T.21S., R.27E., MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA.

OWNER'S STATEMENT

WE STATE THAT WE ARE OWNERS OF OR HAVE SOME RIGHT, TITLE OR INTEREST IN AND TO THE REAL PROPERTY INCLUDED WITHIN THE BOUNDARIES OF THE SUBDIVISION SHOWN ON THIS MAP, AND THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID REAL PROPERTY, AND WE CONSENT TO THE MAKING OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE BLUE BORDER LINES AND HEREBY DEDICATE TO PUBLIC USE ALL OF THE STREETS, WAYS, TERRACES, EASEMENTS, VEHICULAR ACCESS RIGHTS AND RESERVE STRIPS ALL AS SHOWN ON SAID MAP WITHIN SAID SUBDIVISION.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES.

1. PUBLIC EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF GAS LINES, WATER LINES, AND CONDUITS FOR ELECTRICAL, TELEVISION, AND TELEPHONE SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, BEING TEN (10) FEET IN WIDTH ALONG THE EAST LINE OF WHICH BEING CONTIGUOUS TO THE EAST LINE OF THE OVERALL BORDER OF THIS SUBDIVISION, SHOWN HEREON AND DESIGNATED AS "10' PUE" PUBLIC UTILITY EASEMENT,

JAMES GREGORY SHELTON

FOR: SMEE HOMES, INC.
444 NORTH PROSPECT STREET, STE. A
PORTERVILLE, CA 93257

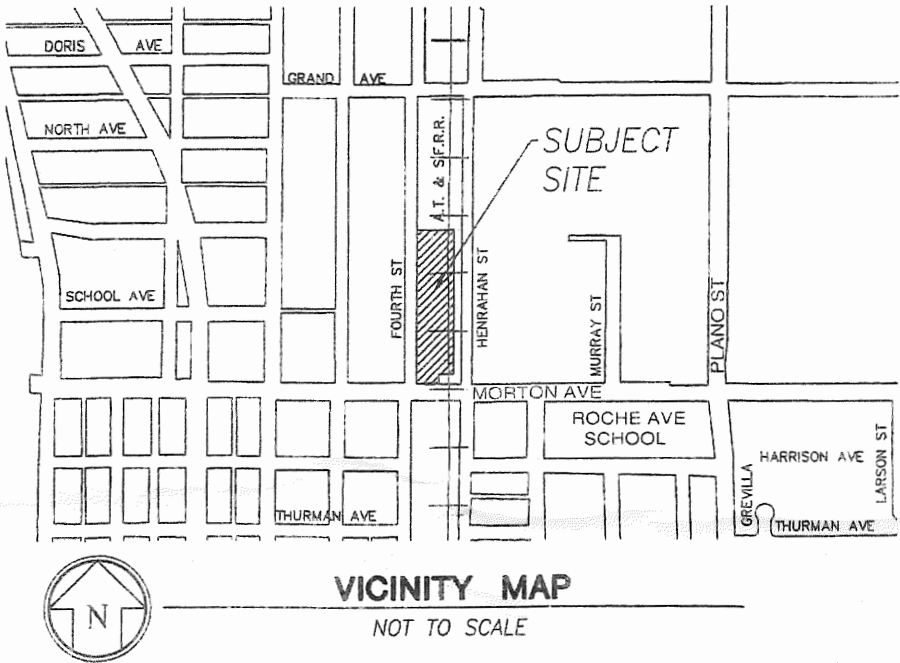
AUGUST 2019

BY:



150 WEST MORTON AVENUE
PORTERVILLE, CA 93257

TEL: (559) 781-2700
WWW.QKINC.COM



NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA }
COUNTY OF _____ }

ON _____ BEFORE ME, _____,
NOTARY PUBLIC,

PERSONALLY APPEARED _____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE _____

PRINT NAME _____

MY COMMISSION EXPIRES _____

MY COMMISSION NO _____

PRINCIPAL PLACE OF BUSINESS _____ COUNTY

LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT

THIS SUBDIVISION IS SUBJECT TO A LANDSCAPE AND LIGHTING ACT ASSESSMENT DISTRICT WHICH WILL BE FORMED WITHIN 45 DAYS OF THE RECORDING OF THIS MAP.

FLOOD NOTE

THE SUBJECT SITE IS WITHIN FLOOD ZONE X AS SHOWN ON FEMA FIRM PANEL 06107C1634E, EFFECTIVE 6/16/2009

SOIL ENGINEER'S STATEMENT

I HEREBY STATE THAT A PRELIMINARY SOIL REPORT WAS SUBMITTED BY ME

ON _____, 20____, IN ACCORDANCE WITH THE PROVISIONS OF ORDINANCE 900 OF THE MUNICIPAL CODE OF THE CITY OF PORTERVILLE AND THAT SAID REPORT IS ON FILE IN THE CITY BUILDING INSPECTOR'S OFFICE.

DATED THIS _____ DAY OF _____, 20____.

SANTIAGO ESPINOZA JR., R.C.E. #83299



SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY, TRUE AND COMPLETE AS SHOWN, IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF SMEE HOMES ON OCTOBER 18, 2018. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. THE MONUMENTS NOT YET SET, WILL BE SET AS INDICATED WITHIN ONE YEAR OF THE RECORDING OF THIS MAP.

DATED THIS 23RD DAY OF August, 2019.

Antonio S. Westerlund - 1ST SUBMITTAL FOR REVIEW
ANTONIO S. WESTERLUND, P.L.S. 9359



CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT, AND THAT THE SUBDIVISION SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND THAT ALL PROVISIONS OF DIVISION 2 OF TITLE 7 OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA, AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, HAVE BEEN COMPLIED WITH.

DATED THIS _____ DAY OF _____, 2019.

DEE JASPAR, CITY SURVEYOR, R.C.E. 23042

ZONING ADMINISTRATOR'S STATEMENT

I HEREBY STATE THAT THIS MAP CONFORMS TO THE APPROVED TENTATIVE MAP

DATED THIS : _____ DAY OF _____, 2019.

JENNIFER M. BYERS, COMMUNITY DEVELOPMENT DIRECTOR

CITY COUNCIL'S STATEMENT

THIS IS TO STATE THAT AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE HELD ON THE _____ DAY OF _____, 20____, AN ORDER WAS DULY AND REGULARLY MADE AND ENTERED INTO APPROVING THIS SUBDIVISION MAP AND, ON BEHALF OF THE PUBLIC, ACCEPTING, SUBJECT TO IMPROVEMENT, THE PUBLIC STREETS, AND EASEMENTS; ALL SHOWN AND INDICATED WITHIN THE BOUNDARIES OF THE SUBDIVISION AS SHOWN UPON THIS MAP AND HEREBY APPROVES THE ABANDONMENT OF THE EASEMENTS LISTED ON SHEET 2.

WITNESS MY HAND AND OFFICIAL SEAL OF THE CITY OF PORTERVILLE, THIS _____ DAY OF _____, 2019.

BY: _____
CITY CLERK

CITY CLERK'S STATEMENT

I, JOHN LONGLEY, CITY CLERK OF THE CITY OF PORTERVILLE, STATE OF CALIFORNIA, HEREBY STATE TO THE COUNTY RECORDER, AND TO WHOMSOEVER IT MAY CONCERN, THAT ALL THE PROVISIONS OF DIVISION 2, TITLE 7 OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA AND OF ANY LOCAL ORDINANCES PERTAINING TO DEPOSITS REQUIRED AT THE TIME OF APPROVAL OF THIS MAP BY THE CITY COUNCIL OF THE CITY OF PORTERVILLE HAVE BEEN COMPLIED WITH.

DATED THIS _____ DAY OF _____, 20____.

BY: _____
CITY CLERK

BOARD OF SUPERVISORS' STATEMENT

I, JASON T. BRITT, COUNTY ADMINISTRATIVE OFFICER/CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF TULARE, STATE OF CALIFORNIA, HEREBY CERTIFIES TO THE COUNTY RECORDER AND TO WHOMEVER IT MAY CONCERN, THAT ALL OF THE PROVISIONS OF CHAPTER 2, DIVISION 2, TITLE 7 OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA AND ANY LOCAL ORDINANCE PERTAINING TO DEPOSITS REQUIRED AT THE TIME OF APPROVAL BY THE BOARD OF SUPERVISORS

OF THIS MAP, HAVE BEEN COMPLIED WITH. DATED THIS _____ DAY

OF _____, 20____.

JASON T. BRITT, COUNTY ADMINISTRATIVE OFFICER/CLERK OF THE BOARD OF SUPERVISORS

BY: _____
DEPUTY

RECORDER'S STATEMENT

DOCUMENT NUMBER: _____ FEE PAID _____

FILED THIS _____ DAY OF _____, 20____, AT _____ M.

IN BOOK _____, OF MAPS AT PAGE _____, TULARE COUNTY RECORDS,

AT THE REQUEST OF OK.

ROLAND P. HILL, TULARE COUNTY ASSESSOR/CLERK-RECORDER

BY: _____
DEPUTY

BEING A SUBDIVISION OF A PORTION OF THE WEST 250 FEET OF LOTS 8, 9, 11, AND 12, OF PIONEER LAND COMPANY'S FIRST SUBDIVISION, PER MAP IN BOOK 3 OF MAPS, PAGES 34 AND 35, TULARE COUNTY RECORDS, IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 25, T.21S., R.27E., MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA.

THE CENTERLINE OF FOURTH STREET AS SHOWN ON THAT CERTAIN RECORD
OF SURVEY FILED IN BOOK 35 OF LICENSE SURVEYS, PAGE 15 T.C.R.

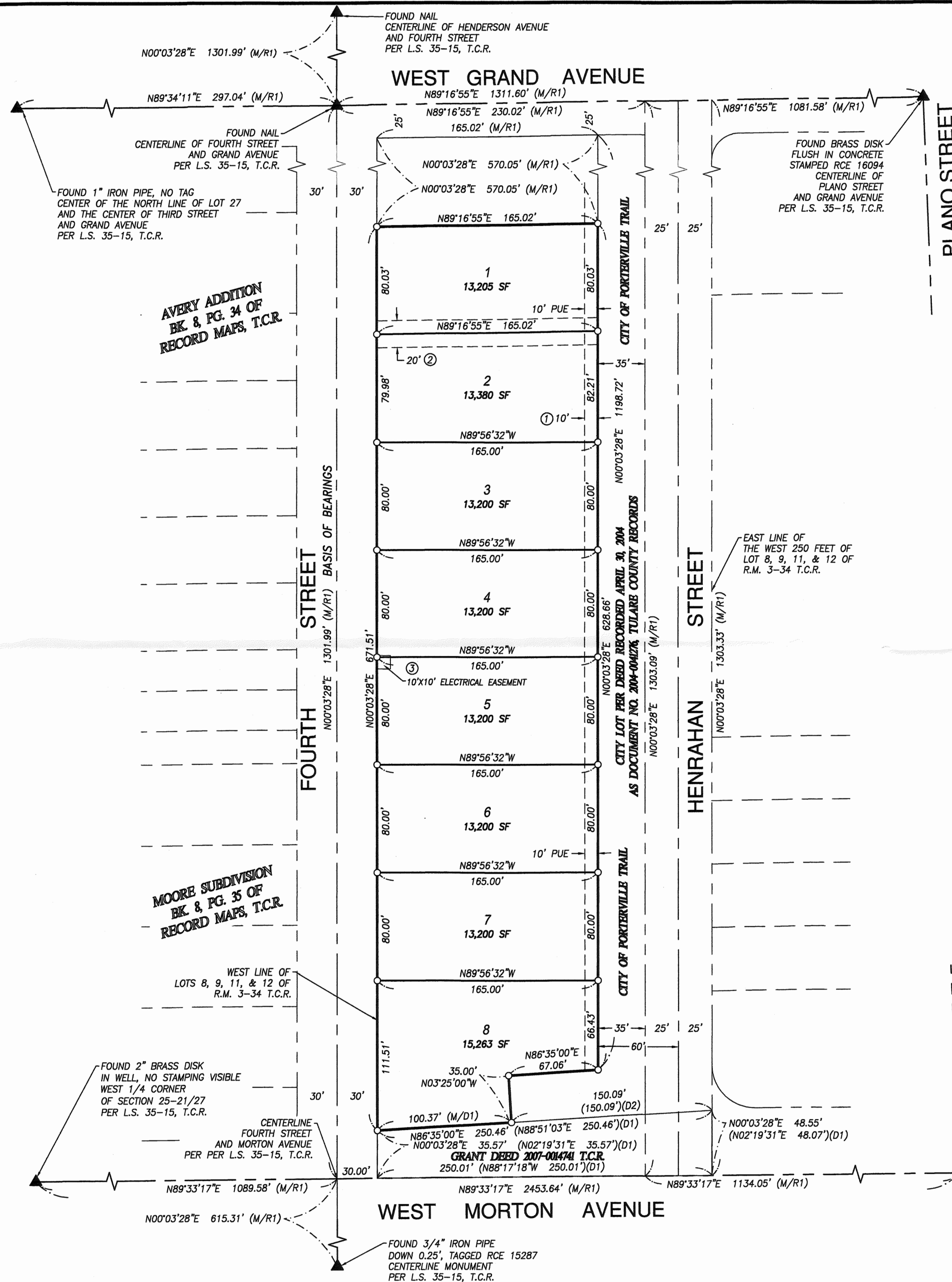
LEGEND

ALL DISTANCES SHOWN ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF, UNLESS OTHERWISE NOTED.

- ▲ FOUND MONUMENT AND ACCEPTED AS DESCRIBED
- SET 1" IRON PIPE WITH PLASTIC CAP, TAGGED "P.L.S. 9399"
- (X) NOTE
- (D1) GRANT DEED 2017-0014741, T.C.R.
- (D2) GRANT DEED 2004-0041276, T.C.R.
- (R1) RECORD OF SURVEY RECORDED IN BOOK 35 OF LICENSED SURVEYS, PAGE 15, T.C.R.
- (M/RX) MEASURED AND RECORD DATA PER NOTED REFERENCE
- SUBDIVISION BOUNDARY
- PROPERTY LINES
- EASEMENT FOR PUBLIC UTILITIES

- ① 10' SEWER LINE EASEMENT, IN FAVOR OF THE CITY OF PORTERVILLE, PER DOCUMENT No. 2018-12514, RECORDED MARCH 13, 2018, TULARE COUNTY RECORDS.
- ② 20' EASEMENT FOR WATER PIPELINE, IN FAVOR OF THE CITY OF PORTERVILLE, PER DOCUMENT No. 2018-12515, RECORDED MARCH 13, 2018, TULARE COUNTY RECORDS.
- ③ 10'X10' ELECTRICAL EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA EDISON, PER DOCUMENT No. 2018-26646 RECORDED MAY 1, 2018, TULARE COUNTY RECORDS.

- A GAS EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA EDISON, CANNOT BE PLOTTED PER INFORMATION IN DOCUMENT 2018-26994, RECORDED MAY 18, 2018, TULARE COUNTY RECORDS.





CITY COUNCIL AGENDA – DECEMBER 17, 2019

SUBJECT: Acceptance of Final Subdivision Map - Summit Estates Two, Phase Two (Smee Homes, Inc.)

SOURCE: Public Works

COMMENT: The subdivider, Smee Homes, Inc., has submitted the final map of the subject project for City Council approval. The subdivider is requesting approval prior to the acceptance of the required improvements.

The subdivider has submitted the required guarantee to the City to complete and/or accept all necessary public improvements on the project. A subdivision agreement between the subdivider and the City has been executed, and all fees have been paid.

The final map is in conformance with the approved tentative map and City Council Resolution No. 56-2016. The improvement plans, specifications, dedications, and the final map have been approved by the Engineering & Project Management Director and City Engineer and all other requirements have been met.

RECOMMENDATION: That City Council:

1. Approve the final subdivision map of Summit Estates Two, Phase Two;
2. Accept all offers of dedication shown on the final map or by separate deed document; and
3. Authorize the City Clerk to file said map with the County Recorder.

ATTACHMENTS:

1. Subdivision Agreement: Summit Estates 2, Phase 2
2. Final Map: Summit Estates 2, Phase 2

Appropriated/Funded:

Review By:

Department Director:

Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager

SUBDIVISION AGREEMENT

THIS AGREEMENT is made this 5th day of December, 2019, by and between the City of Porterville, a Municipal Corporation, hereinafter designated and called the "City", and Smee Homes Inc., 444 N. Prospect Street, Suite A, Porterville. CA 93257, hereinafter designated and called the "Subdivider".

RECITALS

1. The Subdivider has presented to the City a certain final map of a proposed subdivision of land located within the corporate limits of the City, and known and described as Summit Estates Two, Phase Two, a copy of which map is attached to and made part of this agreement, and said Subdivider has requested the City to accept the dedications delineated and shown on said map for the use and purposes specified thereon, and to otherwise approve said map in order that the same may be recorded, as required by law.
2. The City requires, as a condition precedent to the acceptance and approval of said map, the dedication of such streets, highways and public places and easements as are delineated and shown on said map, and they shall be improved by the construction and the installation of the improvements hereinafter specified.
3. Chapter 21, Article 407, Section 407.02 of the Municipal Code of the City of Porterville requires the Subdivider to enter into this agreement with the City whereby Subdivider agrees to do, perform and complete the work and matters herein after in the agreement mentioned and set forth in detail, within the time hereinafter mentioned, in consideration of the acceptance of the offers of dedication by the City of Porterville.

AGREEMENT

In consideration of the acceptance of the offers of dedication of the streets, highways, public ways, easements and facilities as shown and delineated on said map, and the approval of said map for filing and recording as provided and required by law, it is mutually agreed and understood by and between the Subdivider and the City, and the Subdivider and the City do hereby mutually agree as follows:

4. The Subdivider shall complete the work and improvements hereinafter specified on or before December 1, 2020, to the satisfaction of the City Engineer. Additional inspection and administration costs past this date must be paid by the Subdivider prior to City Council acceptance of improvements. The Subdivider hereby designates and agrees to compensate the "Supervising Civil Engineer(s)" shown in Exhibit A attached for the purpose of satisfying Sections No. 7-132 and 7-133 of the City Code as defined in Exhibit A attached. Subdivider agrees to notify said Civil Engineer of his duties by giving him a copy of this agreement prior to the start of grading. All grading involving a preliminary soil report shall be performed under the supervision of said Civil Engineer. It shall be the responsibility of said Civil Engineer to supervise and coordinate all site supervision and testing during grading operations. The preliminary soil report, and its recommendation, which has been first approved by the City Engineer, shall be used as a basis for the grading operations. If, in the course of fulfilling this responsibility as the supervising Civil Engineer, he finds that the work is not being done in conformance with the preliminary report and grading plans approved by the City Engineer or in accordance with accepted practices, he shall immediately notify the person in charge of the grading work and the City Engineer, in writing, of the non-conformity and of the corrective

measures to be taken. In the event the supervising Civil Engineer is relieved of or otherwise terminates his duties prior to completion of the work shown on the grading plans, he shall report the fact, in writing, to the City Engineer within forty-eight (48) hours from the time such termination begins together with a report on the status of the work at his last inspection.

In the event the supervising Civil Engineer terminates his duties prior to completion of the work shown on the grading plans, the Subdivider agrees to do one of the following.

- (a) To obtain written approval of a replacement supervising Civil Engineer (licensed to practice in California) from the City Engineer prior to termination of the supervising Civil Engineer, or
 - (b) Terminate grading operations until arrangements can be made for a new supervising Civil Engineer, acceptable to the City Engineer, to perform the prescribed duties.
5. The work and improvements, more specifically shown on the attached plans and made a part hereof, shall be done in accordance with the construction standards contained in the Standard Specifications for Public Works Construction, current Edition (Standard Specifications), the Manual of Traffic Controls for Public Works Construction and the City of Porterville Standard Plans and Specifications, as adopted by the City Council, at the sole cost and expense of the Subdivider including all costs of engineering, inspection and testing as specified in Item 12.
6. The work and improvements are as follows:

All items of work and all improvements required as shown on the improvement

plans dated 5-22-19, as required by City Council Resolution No. 56-2016 and as directed by the City Engineer in accordance with the City of Porterville Standard Plans and Specifications.

7. Subdivider has paid to the City of Porterville, in accordance with Chapter 19A, Article II, of the Porterville Municipal Code, the required fee to defray the costs of constructing planned local drainage facilities for the removal of surface and storm waters from the Subdivision.
8. It is agreed that the City shall inspect all work. All of the work and improvements and materials shall be done, performed and installed in strict accordance with the approved construction plans for said work on file in the Office of the City Engineer of the City and the Standard Plans and Specifications of the City, which said plans and specifications and standards are hereby referred to and adopted and made a part of this agreement. In case there are not any standard specifications of the City for any of said work, it is agreed that the same shall be done and performed in accordance with the Standards and Specifications of the State of California, Business of Transportation Agency Department of transportation. All of said work and improvements and materials shall be done, performed and installed under the supervision of and to the satisfaction of the City Engineer of the City.

Subdivider agrees to submit the names of all his proposed contractors and subcontractors for City approval, two weeks prior to initial start of construction.

Subdivider agrees to arrange a preconstruction conference with the City, involving representatives of all contractors who are to work on the subdivision, one week prior to the initial start of construction. Subdivider agrees to provide the City with 24-hour notice

prior to starting work requiring inspection if there has been no construction work in the subdivision for the two prior working days. Twenty-four (24) hours prior to the performance of any overtime work, Subdivider shall obtain written permission to perform said work. Said written approval shall be kept on the job site at all times during performance of overtime work. Subdivider agrees to pay the City's cost (including overhead) for overtime inspection work (i.e. work performed more than eight (8) hours per day or forty (40) hours per week or for work performed on weekends and holidays).

9. Prior to the approval by the Council of the City of said final map, the Subdivider shall furnish to the City a bond for:
 - (a) Performance security in the sum of One Million Dollars (\$1,000,000), which is equal to one hundred percent of the total estimated cost of the work required. All to be conditioned upon the faithful performance of this agreement and a bond for:
 - (b) Payment security in the sum One Million Dollars (\$1,000,000), which is equal to one hundred percent of the total estimate cost of the work required to secure payment to all contractors and subcontractors performing work on said improvements and all persons furnishing labor, materials or equipment to them for said improvement. Bonds shall be by one or more duly authorized corporate sureties subject to the approval of the City.
 - (c) On acceptance of the required work, warranty security shall be furnished to or retained by the City in the amount of five percent of the improvement security for performance, for guarantee and warranty of the work for a period of one year following acceptance against any defective work or labor done or defective materials furnished. In accordance with Chapter 21, Article 407, Section 407.02 of the Porterville Municipal Code, said warranty security shall be

in the form of cash or a certificate of deposit or a maintenance bond.

(d) As a part of the obligation of the Subdivider and in addition to any and all furnishing for faithful performance of this agreement, the Subdivider agrees that the City shall be entitled to costs and reasonable expenses and fees, including reasonable attorney's fees which may be incurred in effectively enforcing the obligation secured.

10. The City shall not be liable to the Subdivider or to any other person, firm or corporation whatsoever, for any injury or damage that may result to any person or property by or from any cause whatsoever in, on or about the subdivision of said land covered by this agreement, or any part thereof.

The Subdivider hereby releases and agrees to indemnify and save the City harmless from and against any and all injuries to and deaths of persons, and all claims, demands, costs, loss, damage and liability, howsoever same may be caused, resulting directly or indirectly from the performance of any or all work to be done in and upon the street rights of way in said subdivision and upon the premises adjacent thereto pursuant to this agreement, and also from all injuries to and deaths of persons, and all claims, demands, costs, loss, damage and liability, howsoever same may be caused, either directly or indirectly made or suffered by the Subdivider, the Subdivider's agents, employees and subcontractors, while engaged in the performance of said work.

The Subdivider agrees that the use for any purpose and by any person of any and all of the streets and improvements herein before specified, shall be at the sole and exclusive risk of the Subdivider at all times prior to final acceptance by the City of the completed street and other improvements thereon and therein.

No occupancy permit shall be issued until an approved "all weather" street frontage and access is constructed. The issuance of any occupancy permits by the City

for dwellings located within said subdivision shall not be construed in any manner to constitute an acceptance and approval of any or all of the streets and improvements in said subdivision.

11. The Subdivider and his subcontractors shall pay for any materials, provisions and other supplies used in, upon, for, or about the performance of the work contracted to be done, and for any work or labor thereon of any kind, and for amounts due under the Unemployment Insurance Act of the State of California, with respect to such work or labor, as required by Section 4200 of the Government Code.
12. Initial compaction and soil tests for street, sewer, water and other work within the public right of way shall be ordered by and paid for by the Subdivider. Sewer and utility trench tests shall be taken in varying locations and depths as required by the engineer. Compaction tests failing to meet the City's requirements shall be reordered by the Subdivider.
13. The Subdivider shall comply with Street, Plumbing, Building, Electrical, Zoning Codes and any other codes of the City.
14. It shall be the responsibility of the Subdivider to coordinate all work done by his contractors and subcontractors, such as scheduling the sequence of operations and the determination of liability if one operation delays another. In no case shall representatives of the City of Porterville be placed in the position of making decisions that are the responsibility of the Subdivider. It shall further be the responsibility of the Subdivider to give the City Engineer written notice not less than two (2) working days in advance of the actual date on which work is to be started. Failure on the part of the Subdivider to notify the City Engineer may cause delay for which the Subdivider shall be solely responsible.
15. Whenever the Subdivider varies the period during which work is carried on each day, he shall give due notice to the City representative so that proper inspection may be provided.

Any work done in the absence of the City's Inspector will be subject to rejection. The inspection of the work shall not relieve the Subdivider of any of his obligations to fulfill the agreement as prescribed. Defective work shall be made good, and unsuitable materials may be rejected, notwithstanding the fact that such defective work and unsuitable materials have been previously overlooked by the City Engineer or Inspector and accepted.

Any damage to the sewer system, concrete work or street paving that occurs after installation shall be made good to the satisfaction of the City Engineer by the Subdivider before release of bond, or final acceptance of completed work.

16. Adequate dust control shall be maintained by the Subdivider on all streets within and without the subdivision on which work is required to be done under this agreement, from the time work is first commenced in the subdivision until the paving of the streets is completed. "Adequate dust control", as used herein, shall mean the sprinkling of the streets with water, or the laying of a dust coat of oil thereon with sufficient frequency to prevent the scattering of dust, by wind or the activity of vehicles and equipment, onto any street area or private property adjacent to the subdivision. Whenever, in the opinion of the City Engineer, adequate dust control is not being maintained on any street or streets by this paragraph, the City Engineer shall give notice to the Subdivider to comply with the provisions of this paragraph forthwith. Such notice may be personally served upon the Subdivider, or, at the election of the City Engineer, such notice may be mailed to the Subdivider at his address on file with the City Engineer. If, within 24 hours after such

personal service of such notice or within 48 hours after the mailing thereof as herein provided, the Subdivider shall not have commenced to maintain adequate dust control or shall, at any time, thereafter fail to maintain adequate dust control, the City Engineer may, without further notice of any kind, cause any such street or streets to be sprinkled or oiled, as he may deem advisable to eliminate the scattering of dust, by equipment and of the City or by contract as the City Engineer shall determine, and the Subdivider agrees to pay to City, forthwith upon receipt of billing therefore, the entire cost to the City of such sprinkling or oiling. When the surfacing on any existing street is disturbed, this surfacing shall be replaced with temporary or permanent surfacing within 14 calendar days and the roadway shall be maintained in a safe and passable condition at all times between the commencement and final completion, and adequate dust control shall be maintained during these operations.

17. The Subdivider shall install all improvements in accordance with Chapter 21, Article 407, Section 407.2 of the Municipal Code of the City of Porterville and the construction plans.
18. Concrete curbs and gutters, the sanitary sewer system and house connections together with water mains, gas mains, electrical systems and their respective service connections shall be completed in the streets and alleys before starting the street and alley surfacing.
19. Time is of the essence of this agreement, and the same shall bind and inure to the benefit of the parties hereto, their successors and assigns.

The parties have executed this agreement on the day and year first above written.

CITY OF PORTERVILLE, A Municipal Corporation

Martha A. Flores

Martha A. Flores, Mayor*

ATTEST:

John D. Lollis
John D. Lollis, City Clerk*

Jason Moyes
Jason Moyes, Subdivider*

* Notarization Required

Rev. 1-94 / 6-01

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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

State of California

County of Tulare ss.

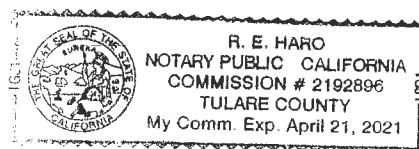
On 12-4-, 2019, before me, R. E. Haro, a notary public, personally appeared Jason moyes, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

SEAL

R. E. Haro
Signature of Notary Public



CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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

State of California

County of Tulare

ss.

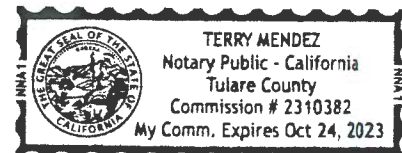
On December 5, 2019, before me, Terry Mendez, a notary public, personally appeared Martha A. Flores, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

SEAL

Terry Mendez
Signature of Notary Public



CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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

State of California

County of Tulare

ss.

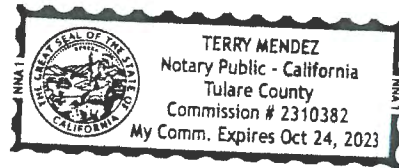
On December 5, 2019, before me, Terry Mendez, a notary public, personally appeared John Louis, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

SEAL

Terry Mendez
Signature of Notary Public



OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE OWNERS OF OR HAVE SOME RIGHT, TITLE OR INTEREST IN AND TO THE REAL PROPERTY INCLUDED WITHIN THE BOUNDARIES OF THE SUBDIVISION SHOWN ON THIS MAP, AND THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID REAL PROPERTY, AND WE CONSENT TO THE MAKING OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE BORDER LINES HEREON AND HEREBY DEDICATE TO PUBLIC USE THE FOLLOWING:

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:

1. STREET RIGHT OF WAY FOR THE STREETS AND AVENUES SHOWN ON SAID MAP WITHIN SAID SUBDIVISION.
2. PUBLIC EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF GAS LINES AND CONDUITS FOR ELECTRIC, TELEVISION AND TELEPHONE SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, BEING SIX (6) FEET IN WIDTH AND LYING CONTIGUOUS TO THE STREETS AND AVENUES SHOWN HEREON AND DESIGNATED AS "6' PUE" (PUBLIC UTILITY EASEMENT).
3. PUBLIC EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF WATER LINES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, BEING TWO (2) FEET IN WIDTH AND LYING CONTIGUOUS TO THE SIDE LOT LINES SPECIFICALLY NOTED HEREON AND SPANNING HALF OF THE DEPTH OF SAID SIDE LOT LINES, SHOWN HEREON AND DESIGNATED AS "2' PUE" (PUBLIC UTILITY EASEMENTS).
4. PUBLIC EASEMENT FOR PEDESTRIAN ACCESS AND SIDEWALK PURPOSES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, BEING THREE (3) FEET IN WIDTH AND LYING CONTIGUOUS TO THE FIFTY (50) FOOT WIDE STREETS AND AVENUES SPECIFICALLY NOTED HEREON. SAID EASEMENTS TERMINATE AT LOCATIONS WHERE THE RIGHT OF WAY EXTENDS BEYOND FIFTY-SIX (56) FEET IN WIDTH. SAID EASEMENTS SHOWN HEREON AND DESIGNATED AS "3' PAE" (PEDESTRIAN ACCESS EASEMENT).

SMEE HOMES, INC., A CALIFORNIA CORPORATION


JASON MOYES, PRESIDENT

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA }

COUNTY OF Tulare }

ON 6-21-19 BEFORE ME, R.E. Haro,
NOTARY PUBLIC,

PERSONALLY APPEARED Jason Moyes, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE 
PRINT NAME R.E. Haro

MY COMMISSION EXPIRES April 21, 2021

MY COMMISSION NO 2192896

PRINCIPAL PLACE OF BUSINESS Tulare COUNTY

RECORDER'S STATEMENT

DOCUMENT NO. _____

FEE PAID: _____

FILED THIS _____ DAY OF _____, 2019, AT _____ M. IN

VOLUME _____ OF MAPS, AT PAGE _____, TULARE COUNTY RECORDS, AT THE REQUEST OF QK.

ROLAND P. HILL
TULARE COUNTY ASSESSOR/CLERK-RECORDER

BY: _____
DEPUTY

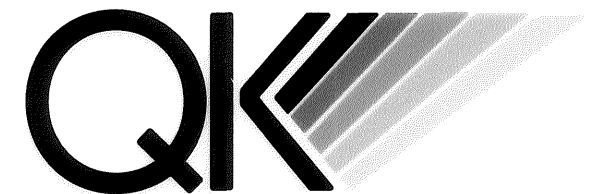
SUMMIT ESTATES TWO, PHASE TWO

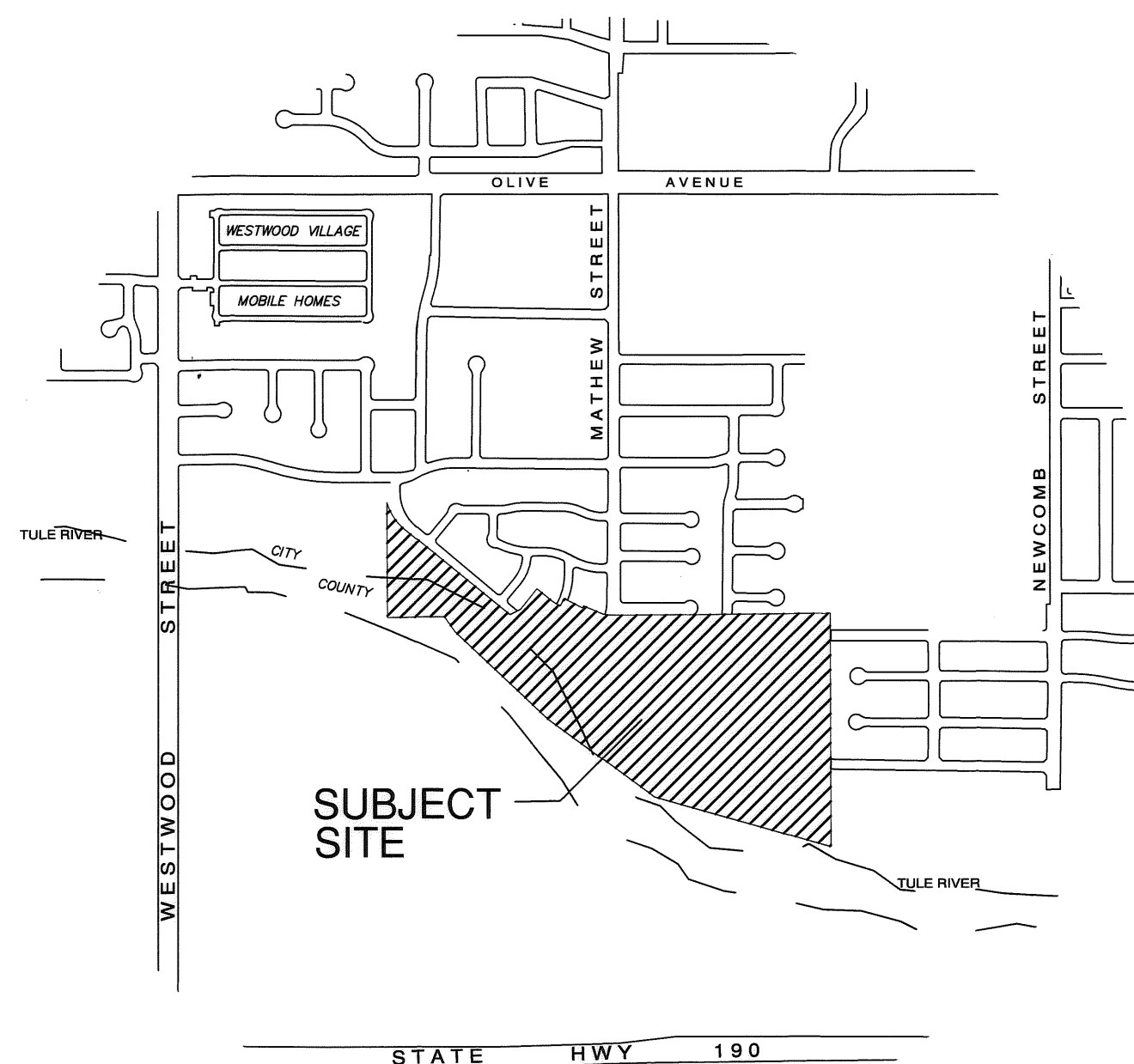
BEING A SUBDIVISION OF THE REMAINDER PARCEL OF SUMMIT ESTATES TWO, PHASE ONE RECORDED IN BOOK 43, PAGE 94 OF MAPS, TCR., AND THAT PORTION OF THE EAST 1/2 OF THE SOUTHWEST QUARTER AND THE WEST 1/2 OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 21 SOUTH, RANGE 27 EAST, MOUNT DIABLO BASE AND MERIDIAN, LYING NORTH OF THE CENTERLINE OF TULE RIVER, IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA.

JUNE 2019

FOR: **SMEE HOMES, INC.**
444 NORTH PROSPECT STREET, STE. A
PORTERVILLE, CA 93257

BY:


150 WEST MORTON AVENUE
PORTERVILLE, CA 93257
TEL: (559) 781-2700
WWW.QKINC.COM



VICINITY MAP
NOT TO SCALE



BASIS OF BEARINGS

THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 33-21/27, PER MAP OF SUMMIT ESTATES TWO, PHASE ONE RECORDED IN BOOK 43 OF MAPS, AT PAGE 94, TULARE COUNTY RECORDS, TAKEN AS: N89° 44' 24"W.

FLOOD NOTE

THE SUBJECT SITE IS WITHIN FLOOD ZONE X AS SHOWN ON FEMA FIRM PANEL 06107C1637E AND 06107C1641E, EFFECTIVE 6/16/2009

LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT

THE SUBDIVISION IS SUBJECT TO A LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT WHICH WILL BE FORMED WITHIN 45 DAYS OF THE RECORDING OF THIS MAP.

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF SMEE HOMES INC., IN OCTOBER, 2018. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY. ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. THE MONUMENTS WILL BE SET WITHIN ONE YEAR OF RECORDATION OF THIS MAP.

DATED THIS 18TH DAY OF JUNE, 2019


ANTONIO S. WESTERLUND P.L.S. 9399

CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT, AND THAT THE SUBDIVISION SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND THAT ALL PROVISIONS OF DIVISION 2 OF TITLE 7 OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA, AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, HAVE BEEN COMPLIED WITH.

DATED THIS 26TH DAY OF June, 2019


MICHAEL K. REED, PUBLIC WORKS DIRECTOR
PLS 7514

ZONING ADMINISTRATOR'S STATEMENT

I HEREBY STATE THAT THIS MAP CONFORMS TO THE APPROVED TENTATIVE MAP

DATED THIS _____ DAY OF _____, 2019.

JENNIFER M. BYERS, COMMUNITY DEVELOPMENT DIRECTOR

CITY COUNCIL'S STATEMENT

THIS IS TO STATE THAT AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE HELD ON THE _____ DAY OF _____, 20____, AN ORDER WAS DULY AND REGULARLY MADE AND ENTERED INTO APPROVING THIS SUBDIVISION MAP AND, ON BEHALF OF THE PUBLIC, ACCEPTING, SUBJECT TO IMPROVEMENT, THE PUBLIC STREETS, AND EASEMENTS; ALL SHOWN AND INDICATED WITHIN THE BOUNDARIES OF THE SUBDIVISION AS SHOWN UPON THIS MAP AND HEREBY APPROVES THE ABANDONMENT OF THE EASEMENTS LISTED ON SHEET 2.

WITNESS MY HAND AND OFFICIAL SEAL OF THE CITY OF PORTERVILLE, THIS _____ DAY OF _____, 2019.

BY: _____
CITY CLERK

CITY CLERK'S STATEMENT

I, JOHN D. LOLLIS, CITY CLERK OF THE CITY OF PORTERVILLE, STATE OF CALIFORNIA, HEREBY STATE TO THE COUNTY RECORDER, AND TO WHOMEVER IT MAY CONCERN, THAT ALL THE PROVISIONS OF DIVISION 2, TITLE 7 OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA AND ANY OF THE LOCAL ORDINANCES PERTAINING TO DEPOSITS REQUIRED AT THE TIME OF APPROVAL OF THIS MAP BY THE CITY COUNCIL OF THE CITY OF PORTERVILLE HAVE BEEN COMPLIED WITH.

DATED THIS _____ DAY OF _____, 2019

BY: _____
CITY CLERK

BOARD OF SUPERVISOR'S STATEMENT

I, JASON T. BRITT, COUNTY ADMINISTRATIVE OFFICER/CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF TULARE, STATE OF CALIFORNIA, DO HEREBY STATE THE SAID BOARD OF SUPERVISORS HAS APPROVED THE PROVISIONS MADE FOR THE PAYMENT OF TAXES AS PROVIDED IN DIVISION 2 OF TITLE 7 OF THE GOVERNMENT CODE OF THE THE STATE OF CALIFORNIA.

DATED THIS _____ DAY OF _____, 2019.

JASON T. BRITT
COUNTY ADMINISTRATIVE OFFICER/CLERK OF THE BOARD OF SUPERVISORS

SOIL ENGINEER'S STATEMENT

I HEREBY CERTIFY THAT A SOILS INVESTIGATION REPORT WAS SUBMITTED BY ME ON SEPTEMBER 28, 2016 IN ACCORDANCE WITH THE PROVISIONS OF ORDINANCE 900 OF THE MUNICIPAL CODE OF THE CITY OF PORTERVILLE AND THAT SAID REPORT IS ON FILE IN THE CITY BUILDING INSPECTOR'S OFFICE.

DATED THIS 21ST DAY OF June, 2019.


SANTIAGO ESPINOZA JR., R.C.E. #83299



LINE TABLE			
LINE #	BEARING	LENGTH	RECORD DATA
L1	N63°39'05"E	67.80'	(N63°39'05"E 67.80')
L2	N39°46'28"E	160.00'	(N39°46'28"E 160.00')
L3	N50°13'27"W	124.23'	(N50°13'27"W 124.23')
L4	N57°11'42"W	50.00'	(N57°11'42"E 50.00')
L5	N62°15'46"W	123.59'	(N62°15'46"E 123.59')
L6	N17°30'59"E	13.82'	(N17°30'59"E 13.82')
L7	N66°03'56"W	119.67'	(N66°03'56"E 119.67')
L8	N63°25'17"W	24.73'	(N63°25'17"E 24.73')
L9	N89°44'24"W	18.00'	(N89°44'24"E 18.00')

CURVE TABLE				
CURVE #	DELTA	LENGTH	RADIUS	TANGENT
C1	34°23'36"	197.19'	328.50'	101.67'
C2	6°56'39"	51.51'	425.00'	25.79'

SUMMIT ESTATES TWO, PHASE TWO

BEING A SUBDIVISION OF THE REMAINDER PARCEL OF SUMMIT ESTATES TWO, PHASE ONE RECORDED IN BOOK 43, PAGE 94 OF MAPS, TCR., AND THAT PORTION OF THE EAST 1/2 OF THE SOUTHWEST QUARTER AND THE WEST 1/2 OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 21 SOUTH, RANGE 27 EAST, MOUNT DIABLO BASE AND MERIDIAN, LYING NORTH OF THE CENTERLINE OF TULE RIVER, IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA.

JUNE 2019

N 1/4 COR. SECTION 33-21/27
FOUND BRASS DISK STAMPED
"RCE 16094" IN WELL PER CORNER
RECORD FILED JULY 19, 2000.

MONUMENT FOUND 0.03' WEST
OF SECTION LINE.
HELD FOR DIRECTION OF
CENTERLINE OF HERITAGE CT

FOUND BRASS DISK STAMPED
RCE 16094 FLUSH IN CONCRETE
PER RIVER VIEW ESTATES NO. 2

HERITAGE CT

N89°44'24"W 405.63'

((N89°43'55"E 405.76'))

C 1/4 COR. SECTION 33-21/27
FOUND BRASS DISC SHAFT FLUSH IN
CONCRETE. BRASS DISC BROKEN OFF
ACCEPTED AS CENTER OF SECTION.

DETAIL 'A'

NOT TO SCALE



LEGEND

- SECTION CORNER / QUARTER CORNER FOUND AS DESCRIBED AND ACCEPTED.
- CENTERLINE MONUMENT FOUND AS DESCRIBED. POSITIONS ACCEPTED AS DETERMINING THE CENTERLINE OF CONNECTING STREETS.
- FOUND BRASS DISK STAMPED "PLS 4714", FLUSH IN CONCRETE PER CORNER RECORD FILED JULY 9, 2008. MONUMENTS FOUND WITHIN 0.03' OF LINE. SECTION LINE HELD IN BOUNDARY SOLUTION.
- FOUND 3/4" IRON PIPE TAGGED "RCE 16094" PER RIVER RANCH ESTATES UNIT TWO (RM 36/63). MONUMENTS FOUND WITHIN 0.14' OF SECTION LINE. SECTION LINE HELD IN BOUNDARY SOLUTION.
- FOUND 3/4" IRON PIPE TAGGED "RCE 16094" PER RIVER RANCH ESTATES UNIT 3 (RM 38/20). MONUMENTS FOUND WITHIN 0.15' OF SECTION LINE. SECTION LINE HELD IN BOUNDARY SOLUTION.
- FOUND 3/4" IRON PIPE TAGGED "RCE 16094" PER RIVERVIEW ESTATES NO 5 (RM 43/47). MONUMENTS FOUND WITHIN 0.15' OF SECTION LINE. SECTION LINE HELD IN BOUNDARY SOLUTION.
- SET 3/4" IRON PIPE TAGGED PLS 9399
- SET BRASS CAP MONUMENT STAMPED PLS 9399, FLUSH PER CITY STANDARD M-2C
- RECORD DATA PER SUMMIT ESTATES TWO, PHASE ONE, RECORDED IN VOLUME 43 OF MAPS, AT PAGE 94, T.C.R. OR CALCULATED THEREFROM
- RECORD DATA PER RIVER VIEW ESTATES UNIT NO 2, RECORDED IN VOLUME 35 OF MAPS, AT PAGE 43, T.C.R.
- RECORD DATA PER SUMMIT STATES, PHASE ONE, RECORDED IN VOLUME 42 OF MAPS, AT PAGE 48 OF MAPS, T.C.R.
- RECORD DATA PER RIVER RANCH STATES, UNIT TWO, RECORDED IN VOLUME 36 OF MAPS, PAGE 63, T.C.R.
- RECORD DATA PER RIVER BREEZE, RECORDED IN VOLUME 38 OF MAPS, AT PAGE 58, T.C.R.
- RECORD DATA PER PARCEL MAP NO. 3660, RECORDED IN BOOK 37 OF PARCEL MAPS, AT PAGE 63, T.C.R.
- RADIAL BEARING
- LINE INDICATES SUBDIVISION BOUNDARY
- SHEET INDEX LINE

* THE LAND INCLUDED IN THIS MAP IS SUBJECT TO THE FOLLOWING
EASEMENT, WHICH CANNOT BE PLOTTED FROM RECORD
AN EASEMENT FOR "FINE DITCH" RECORDED MAY 17, 1913 IN BOOK 210 PAGE 51.

ABANDONMENT OF PUBLIC EASEMENTS

PURSUANT TO SECTION 66499.20.2 OF THE SUBDIVISION MAP ACT, THE FOLLOWING
EASEMENTS, NOT SHOWN HEREON, ARE HEREBY ABANDONED:

- EASEMENT FOR UNDERGROUND STORM DRAIN LINE AND STORM WATER PONDING FACILITY, INCLUDING THE RIGHT TO CONSTRUCT FENCING, RECORDED FEBRUARY 18,1992 AS INSTRUMENT NO. 92-011076, O.R.
- EASEMENT FOR TEMPORARY VEHICULAR TURN AROUND AND FOR A VEHICULAR ACCESS ROAD RECORDED FEBRUARY 18,1992 AS INSTRUMENT NO. 92-011077, O.R.
- DRAIN LINE AND STORM WATER PONDING FACILITY, INCLUDING THE RIGHT TO CONSTRUCT FENCING, RECORDED DECEMBER 10,1992 AS INSTRUMENT NO. 92-090120, O.R.
- EASEMENT FOR THE PLACEMENT AND MAINTENANCE OF EARTH FILL SLOPES RECORDED OCTOBER 29,1998 AS INSTRUMENT NO. 1998-0081275, O.R.
- EASEMENT FOR A TEMPORARY TURN AROUND RECORDED OCTOBER 11,1999 AS INSTRUMENT NO. 1999-0075645, O.R.
- EASEMENT FOR SANITARY SEWER LINE AND NECESSARY OR CONVENIENT APPURTENANCES, RECORDED JULY 31,2014 AS INSTRUMENT NO. 2014-0038768, O.R.
- EASEMENT 20 FEET IN WIDTH FOR DOMESTIC WATER LINE AND EMERGENCY ACCESS RECORDED JULY 31, 2014 AS INSTRUMENT NO. 2014-0038769, O.R.

SW COR. SECTION 33-21/27
FOUND BRASS DISK IN WELL

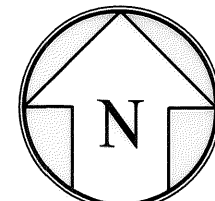
S 1/4 COR. SECTION 33-21/27
FOUND BRASS DISK IN WELL

SE COR. SECTION 33-21/27
FOUND BRASS DISK IN WELL

N89°38'19"W 2639.91'
<N89°54'12"W 2639.80'>

N89°38'58"W 1320.11'
N89°38'58"W 2640.22'
<N89°54'08"W 2639.82'>

N89°38'58"W 1320.11'



300' 0' 300'
SCALE: 1"= 300'

SUMMIT ESTATES TWO, PHASE TWO

BEING A SUBDIVISION OF THE REMAINDER PARCEL OF SUMMIT ESTATES TWO, PHASE ONE RECORDED IN BOOK 43, PAGE 94 OF MAPS, TCR., AND THAT PORTION OF THE EAST 1/2 OF THE SOUTHWEST QUARTER AND THE WEST 1/2 OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 21 SOUTH, RANGE 27 EAST, MOUNT DIABLO BASE AND MERIDIAN, LYING NORTH OF THE CENTERLINE OF TULE RIVER, IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA.

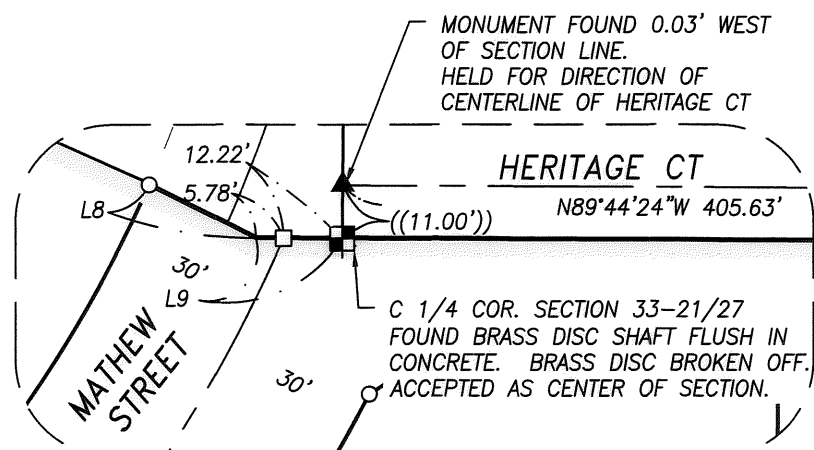
JUNE 2019

RIVER VIEW ESTATES No. 2

FOUND BRASS DISK STAMPED
"RCE 16094", FLUSH IN CONCRETE,
PER RM 43/94

CURVE #	DELTA	LENGTH	RADIUS	TANGENT
C3	6°58'10"	45.62'	375.00'	22.84'
C4	6°58'10"	48.66'	400.00'	24.36'
C5	6°08'49"	45.60'	425.00'	22.82'
C6	7°46'00"	57.61'	425.00'	28.85'
C8	15°49'23"	74.56'	270.00'	37.52'
C9	16°03'01"	84.04'	300.00'	42.30'
C10	7°05'06"	40.81'	330.00'	20.43'
C11	5°06'10"	29.39'	330.00'	14.70'
C12	12°11'16"	70.20'	330.00'	35.23'
C13	10°41'46"	9.33'	50.00'	4.68'
C14	16°58'08"	14.81'	50.00'	7.46'
C15	27°39'54"	24.14'	50.00'	12.31'
C16	47°08'34"	41.14'	50.00'	21.81'
C17	58°40'23"	51.20'	50.00'	28.10'
C18	105°48'57"	92.34'	50.00'	66.13'
C19	3°07'09"	2.72'	50.00'	1.36'
C20	24°32'45"	21.42'	50.00'	10.88'
C21	2°06'04"	35.44'	966.50'	17.72'
C22	3°36'28"	60.86'	966.50'	30.44'
C23	3°29'37"	58.93'	966.50'	29.48'
C24	9°12'09"	155.23'	966.50'	77.78'
C25	2°29'09"	9.76'	225.00'	4.88'
C26	25°09'41"	98.81'	225.00'	50.21'
C27	27°38'50"	108.57'	225.00'	55.36'
C28	1°12'15"	20.31'	966.50'	10.16'
C29	7°05'28"	34.04'	275.00'	17.04'
C30	11°38'02"	55.84'	275.00'	28.02'
C31	8°55'20"	42.82'	275.00'	21.46'
C32	27°38'50"	132.70'	275.00'	67.67'
C33	41°24'35"	36.14'	50.00'	18.90'
C34	28°43'14"	25.06'	50.00'	12.80'
C106	27°38'50"	120.63'	250.00'	61.52'
C107	11°52'13"	206.66'	997.50'	103.70'
C108	3°52'20"	67.41'	997.50'	33.72'
C109	15°44'33"	274.07'	997.50'	137.91'
C130	15°44'33"	282.59'	1028.50'	142.19'

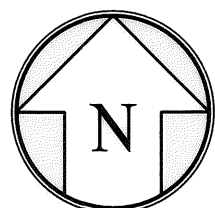
REMAINDER
24.02 ACRES



DETAIL 'B'
NOT TO SCALE

LEGEND

- ◇ SET 3/4" IP TAGGED PLS 9399 ON LINE AS 5.00' WITNESS CORNER.
- SET 3/4" IRON PIPE TAGGED PLS 9399
- SET BRASS CAP MONUMENT STAMPED PLS 9399, FLUSH PER CITY STANDARD M-2C
- (R) RADIAL BEARING
- LINE INDICATES SUBDIVISION BOUNDARY
- PAE PEDESTRIAN ACCESS EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- MATCH LINE



60' 0' 60'
SCALE: 1" = 60'

SEE SHEET 4

SEE SHEET 5

LINE TABLE

LINE #	BEARING	LENGTH
L8	N63°25'17"W	24.73'
L9	N89°44'24"W	18.00'

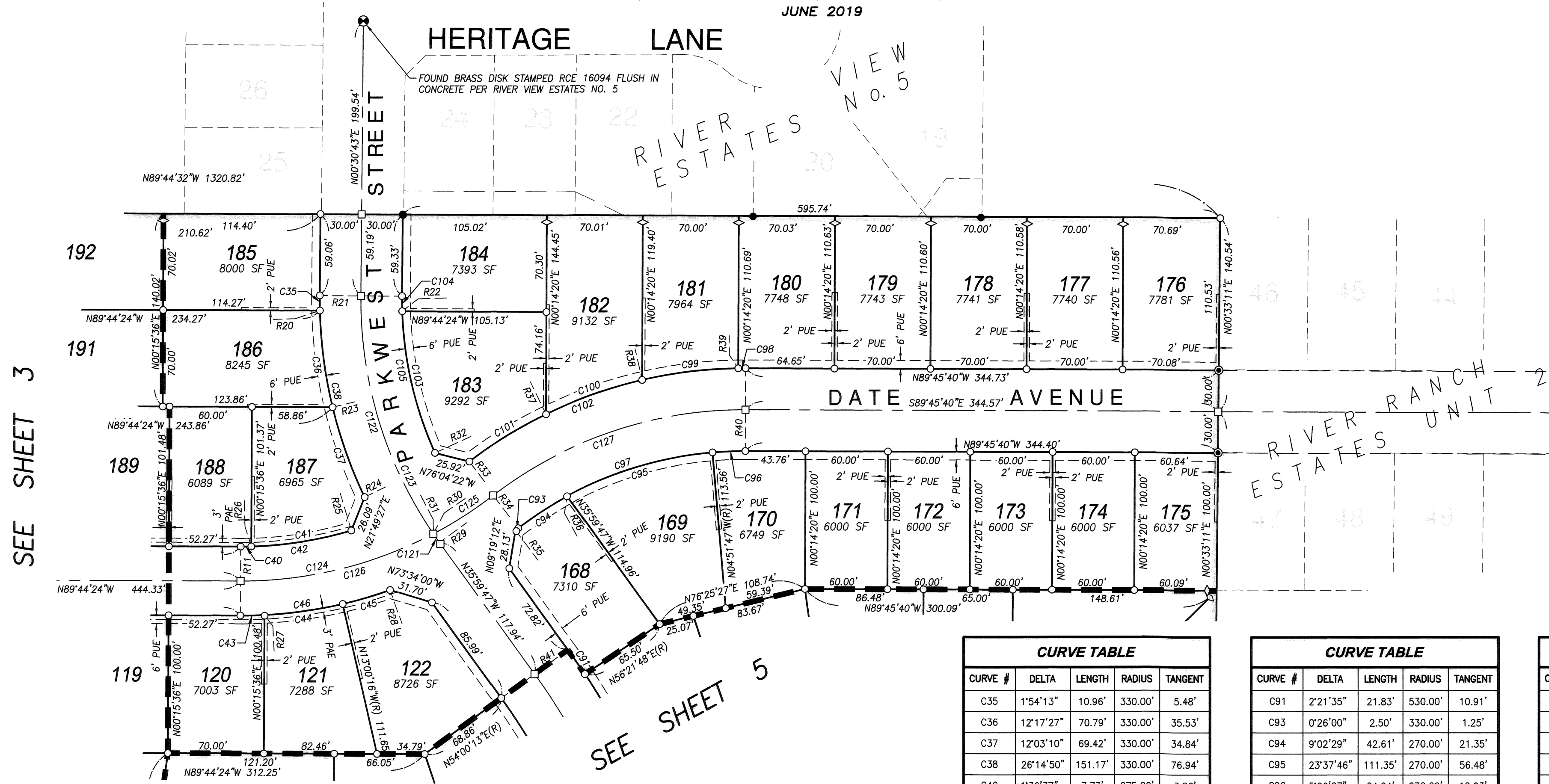
RADIAL TABLE

LINE #	BEARING
R1	N64°08'21"W
R2	N56°22'21"W
R3	N50°13'32"W
R4	N66°16'33"W
R5	N62°24'48"W
R6	N57°18'38"W
R7	N60°55'20"W
R8	N77°53'26"W
R9	N27°55'30"E
R10	N24°24'55"E
R11	N00°15'36"E
R12	N39°46'28"E
R13	N30°34'19"E
R14	N25°14'10"E
R15	N24°01'55"E
R16	N62°05'34"W
R17	N89°44'24"W
R18	N48°19'49"W
R19	S77°03'03"E

SUMMIT ESTATES TWO, PHASE TWO

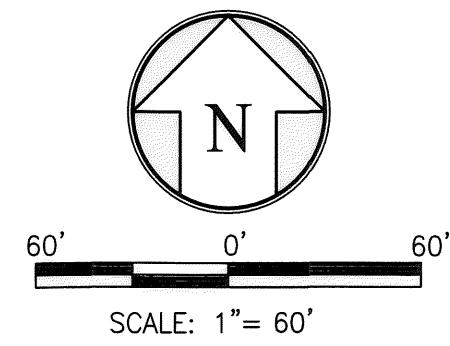
BEING A SUBDIVISION OF THE REMAINDER PARCEL OF SUMMIT ESTATES TWO, PHASE ONE RECORDED IN BOOK 43, PAGE 94 OF MAPS, TCR., AND THAT PORTION OF THE EAST 1/2 OF THE SOUTHWEST QUARTER AND THE WEST 1/2 OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 21 SOUTH, RANGE 27 EAST, MOUNT DIABLO BASE AND MERIDIAN, LYING NORTH OF THE CENTERLINE OF TULE RIVER, IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA.

JUNE 2019



LEGEND

- ◇ SET 3/4" IP TAGGED PLS 9399 ON LINE AS 5.00' WITNESS CORNER.
- SET 3/4" IRON PIPE TAGGED PLS 9399
- SET BRASS CAP MONUMENT STAMPED PLS 9399, FLUSH PER CITY STANDARD M-2C
- (R) RADIAL BEARING
- LINE INDICATES SUBDIVISION BOUNDARY
- PAE PEDESTRIAN ACCESS EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- MATCH LINE



CURVE TABLE				
CURVE #	DELTA	LENGTH	RADIUS	TANGENT
C35	1°54'13"	10.96'	330.00'	5.48'
C36	12°17'27"	70.79'	330.00'	35.53'
C37	12°03'10"	69.42'	330.00'	34.84'
C38	26°14'50"	151.17'	330.00'	76.94'
C40	1°36'37"	7.73'	275.00'	3.86'
C41	15°26'44"	74.13'	275.00'	37.29'
C42	17°03'21"	81.86'	275.00'	41.24'
C43	3°07'36"	17.74'	325.00'	8.87'
C44	10°08'16"	57.50'	325.00'	28.83'
C45	6°22'10"	36.13'	325.00'	18.08'
C46	19°38'02"	111.37'	325.00'	56.24'

CURVE TABLE				
CURVE #	DELTA	LENGTH	RADIUS	TANGENT
C91	2°21'35"	21.83'	530.00'	10.91'
C93	0°26'00"	2.50'	330.00'	1.25'
C94	9°02'29"	42.61'	270.00'	21.35'
C95	23°37'46"	111.35'	270.00'	56.48'
C96	5°06'07"	24.04'	270.00'	12.03'
C97	37°46'22"	178.00'	270.00'	92.37'
C98	0°56'04"	5.38'	330.00'	2.69'
C99	12°16'13"	70.67'	330.00'	35.47'
C100	12°56'09"	74.51'	330.00'	37.41'
C101	11°23'38"	65.62'	330.00'	32.92'
C102	37°32'04"	216.18'	330.00'	112.13'

CURVE TABLE				
CURVE #	DELTA	LENGTH	RADIUS	TANGENT
C103	22°31'24"	106.14'	270.00'	53.76'
C104	2°19'38"	10.97'	270.00'	5.48'
C105	24°51'02"	117.11'	270.00'	59.49'
C121	1°29'03"	7.77'	300.00'	3.89'
C122	35°01'27"	183.39'	300.00'	94.66'
C123	36°30'30"	191.16'	300.00'	98.95'
C124	27°54'41"	146.15'	300.00'	74.55'
C125	9°52'57"	51.74'	300.00'	25.94'
C126	37°47'38"	197.89'	300.00'	102.70'
C127	37°46'22"	197.78'	300.00'	102.63'

RADIAL TABLE	
LINE #	BEARING
R11	N00°15'36"E
R20	N88°36'30"E
R21	N89°29'17"W
R22	N88°11'06"E
R23	N76°19'03"E
R24	N64°15'53"E
R25	N16°47'45"W
R26	N01°21'01"W

RADIAL TABLE	
LINE #	BEARING
R27	N02°52'00"W
R28	N19°22'26"W
R29	S54°00'13"W
R30	N55°29'17"E
R31	N27°39'05"W
R32	N65°39'42"E
R33	N37°17'45"W
R34	N37°32'02"W

RADIAL TABLE	
LINE #	BEARING
R35	N37°06'02"W
R36	N28°29'33"W
R37	N25°54'06"W
R38	N12°57'57"W
R39	N00°41'44"W
R40	N00°14'20"E
R41	N54°00'13"E

SUMMIT ESTATES TWO, PHASE TWO

BEING A SUBDIVISION OF THE REMAINDER PARCEL OF SUMMIT ESTATES TWO, PHASE ONE RECORDED IN BOOK 43, PAGE 94 OF MAPS, TCR., AND THAT PORTION OF THE EAST 1/2 OF THE SOUTHWEST QUARTER AND THE WEST 1/2 OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 21 SOUTH, RANGE 27 EAST, MOUNT DIABLO BASE AND MERIDIAN, LYING NORTH OF THE CENTERLINE OF TULE RIVER, IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA.

JUNE 2019

CURVE TABLE				
CURVE #	DELTA	LENGTH	RADIUS	TANGENT
C39	53°52'37"	47.02'	50.00'	25.41'
C47	12°20'15"	101.21'	470.00'	50.80'
C48	14°10'09"	68.01'	275.00'	34.18'
C49	10°51'19"	52.10'	275.00'	26.13'
C50	25°01'28"	120.11'	275.00'	61.03'
C51	34°52'45"	30.44'	50.00'	15.71'
C52	26°45'25"	23.35'	50.00'	11.89'
C53	44°02'55"	38.44'	50.00'	20.23'
C54	51°19'20"	44.79'	50.00'	24.02'
C55	122°07'40"	106.58'	50.00'	90.44'
C56	10°06'58"	8.83'	50.00'	4.43'
C57	19°01'36"	16.60'	50.00'	8.38'
C58	29°08'34"	25.43'	50.00'	13.00'
C59	13°04'25"	74.16'	325.00'	37.24'
C60	15°04'16"	85.49'	325.00'	42.99'
C61	28°08'41"	159.65'	325.00'	81.47'
C62	10°33'30"	86.61'	470.00'	43.43'
C63	11°45'59"	96.52'	470.00'	48.43'
C64	7°26'28"	61.04'	470.00'	30.56'
C65	6°39'17"	54.59'	470.00'	27.33'
C66	36°25'15"	298.76'	470.00'	154.62'
C67	6°13'38"	57.60'	530.00'	28.83'
C68	5°51'19"	54.16'	530.00'	27.10'
C69	5°51'33"	54.20'	530.00'	27.12'
C70	3°38'44"	33.72'	530.00'	16.87'
C71	39°09'11"	362.18'	530.00'	188.48'
C72	23°22'30"	122.39'	300.00'	62.06'
C73	4°44'06"	24.79'	300.00'	12.40'
C74	28°06'36"	147.18'	300.00'	75.10'
C75	18°53'03"	88.66'	269.00'	44.74'

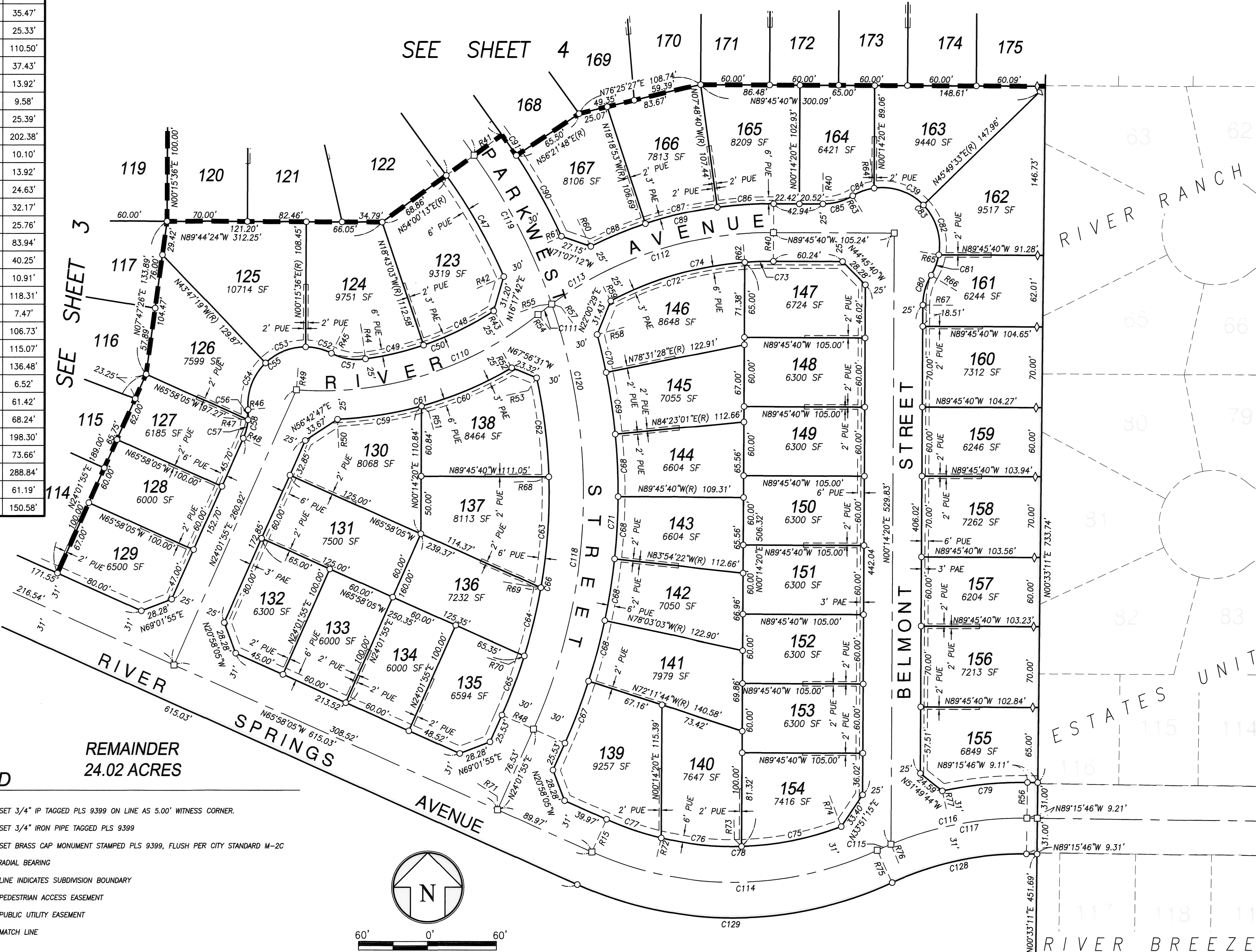
CURVE TABLE				
CURVE #	DELTA	LENGTH	RADIUS	TANGENT
C76	15°01'19"	70.53'	269.00'	35.47'
C77	10°45'29"	50.51'	269.00'	25.33'
C78	44°39'51"	209.70'	269.00'	110.50'
C79	12°54'10"	74.54'	331.00'	37.43'
C80	31°07'20"	27.16'	50.00'	13.92'
C81	21°41'48"	18.93'	50.00'	9.58'
C82	53°50'19"	46.98'	50.00'	25.39'
C83	152°14'41"	132.86'	50.00'	202.38'
C84	22°49'57"	19.93'	50.00'	10.10'
C85	31°07'20"	27.16'	50.00'	13.92'
C86	8°03'00"	49.17'	350.00'	24.63'
C87	10°30'13"	64.16'	350.00'	32.17'
C88	8°25'07"	51.43'	350.00'	25.76'
C89	26°58'20"	164.76'	350.00'	83.94'
C90	8°41'11"	80.35'	530.00'	40.25'
C91	2°21'35"	21.83'	530.00'	10.91'
C110	43°02'47"	225.39'	300.00'	118.31'
C111	2°38'04"	14.94'	325.00'	7.47'
C112	36°21'35"	206.25'	325.00'	106.73'
C113	38°59'39"	221.19'	325.00'	115.07'
C114	48°55'30"	256.17'	300.00'	136.48'
C115	2°29'20"	13.03'	300.00'	6.52'
C116	23°08'29"	121.17'	300.00'	61.42'
C117	25°37'49"	134.20'	300.00'	68.24'
C118	43°16'01"	377.58'	500.00'	198.30'
C119	16°45'40"	146.27'	500.00'	73.66'
C120	60°01'41"	523.85'	500.00'	288.84'
C128	25°37'49"	120.33'	269.00'	61.19'
C129	48°55'30"	282.64'	331.00'	150.58'

RADIAL TABLE	
LINE #	BEARING
R15	N24°01'55"E
R40	N00°14'20"E
R41	N54°00'13"E
R42	N66°20'28"E
R43	N32°53'12"W
R44	N07°51'44"W
R45	N27°01'01"E
R46	N84°53'21"E
R47	N84°59'41"W
R48	N65°58'05"W
R49	N04°17'27"E
R50	N02°22'08"W
R51	N15°26'32"W
R52	N30°30'49"W
R53	N77°36'39"E
R54	N38°45'20"W
R55	N70°45'53"E
R56	N00°44'14"E
R57	N36°07'16"W
R58	N74°52'43"E

RADIAL TABLE	
LINE #	BEARING
R59	N27°52'16"W
R60	N26°44'00"W
R61	N65°02'59"E
R62	N04°29'46"W
R63	N30°53'01"W
R64	N08°03'04"W
R65	N80°20'08"W
R66	N58°38'20"W
R67	N89°45'40"W
R68	N88°10'10"E
R69	N80°03'51"W
R70	N72°37'23"W
R71	N57°15'57"W
R72	N13°16'26"E
R73	N01°44'53"W
R74	N20°37'56"W
R75	N24°53'36"W
R76	N22°24'15"W
R77	N12°09'56"W

LEGEND

- ◇ SET 3/4" IP TAGGED PLS 9399 ON LINE AS 5.00' WITNESS CORNER.
- SET 3/4" IRON PIPE TAGGED PLS 9399
- SET BRASS CAP MONUMENT STAMPED PLS 9399, FLUSH PER CITY STANDARD M-2C
- (R) RADIAL BEARING
- LINE INDICATES SUBDIVISION BOUNDARY
- PAE PEDESTRIAN ACCESS EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- MATCH LINE





CITY COUNCIL AGENDA – DECEMBER 17, 2019

SUBJECT: Amendment to the Seasonal and Part-Time Pay Rates

SOURCE: Administrative Services

COMMENT: Senate Bill 3 was signed into law in April 2016, gradually raising California's minimum wage to \$15.00 per hour by 2022. The increase effective January 1, 2020, will raise California's minimum wage from \$12.00 to \$13.00 per hour. While SB 3 will not impact the City's full-time workforce, it will impact the rates of pay for the City's seasonal and part-time employees. As such, it is now necessary to amend the Seasonal and Part-time Pay Rate Schedule.

The proposed adjustments also include increases to wage rates in order to maintain consistency within the salary ranges, and to avoid compaction between classifications in both minimum and maximum salary rates. Said adjustments have been anticipated and accounted for during the FY 2019/20 budgetary process.

To implement these changes, it is proposed that the City's Employee Pay and Benefit Plan, Seasonal and Part-Time Pay Rates be amended by Resolution of the City Council. Attached for Council's reference is the current 2018/19 Seasonal and Part-Time Pay Rate Schedule as well as the draft Resolution and the proposed 2019/20 Pay Rate Schedule.

RECOMMENDATION: That the City Council:

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

ATTACHMENTS:

1. Current 2018-19 Part-time and Seasonal Pay Rate Schedule
2. Draft Resolution

Appropriated/Funded: MB

Review By:

Department Director:
Patrice Hildreth, Deputy City Manager

Final Approver: John Lollis, City Manager

CITY OF PORTERVILLE
SEASONAL AND PART-TIME PAY RATES
2018 – 2019 FISCAL YEAR

After School Assistant II.....	\$12.00/hour
After School Assistant III.....	\$12.44 – \$14.40/hour
After School Site Assistant.....	\$14.40 – \$17.51/hour
After School Gardener.....	\$14.40 – \$16.40/hour
After School Site Supervisor.....	\$18.46 – \$23.56/hour
Animal Shelter Technician.....	\$12.00 – \$13.25/hour
Assistant Zalud House Curator.....	\$12.00 – \$13.50/hour
Campus Supervisor.....	\$13.81 – \$15.50/hour
Clerical Aide.....	\$12.00 – \$13.50/hour
Library Aide.....	\$12.00 – \$13.50/hour
Lifeguard	\$12.00 – \$13.25/hour
Lifeguard (Senior).....	\$12.50 – \$13.75/hour
Maintenance Aide	\$12.00 – \$13.50/hour
Pool Cashier.....	\$12.00 – \$13.00/hour
Pool Manager.....	\$14.00 – \$16.00/hour
Pool Manager Assistant.....	\$13.00 – \$15.00/hour
Recreation Leader I.....	\$12.00 – \$12.75/hour
Recreation Leader II.....	\$13.00 – \$15.00/hour
Recreation Leader III.....	\$15.25 – \$17.75/hour
**Recreation Class Instructor.....	Percentage of Flat Rate
Reserve Firefighter.....	\$12.50 – \$15.00/hour
Sports Official/Umpire or Referee (Youth).....	\$12.00 – \$22.25/game
Sports Official/Umpire or Referee (Adult).....	\$12.00 – \$37.25/game
Student Intern.....	\$12.00 – \$13.50/hour
***Off-Highway Vehicle Coordinator.....	\$12.00 – \$16.75/hour
***Off-Highway Vehicle Assistant Coordinator.....	\$12.00 – \$13.75/hour

**Pay to be determined by the number of students enrolled and fees charged for self-supporting classes and activities.

***Funded by State of California Off-Highway Vehicle Division Grant.

RESOLUTION NO. _____ - 2019

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF PORTERVILLE APPROVING AN AMENDMENT
TO THE SEASONAL AND PART-TIME PAY RATES**

WHEREAS, the City Council of the City of Porterville has established a Schedule of Wages for Seasonal and Part-time Employees; and

WHEREAS, it is proposed to amend the Fiscal Year 2019-20 Schedule for all Seasonal and Part-time positions in compliance with California's minimum wage, and to maintain consistency within the salary and avoid compaction between classifications.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Porterville does hereby approve the revised Schedule of Wages for Seasonal and Part-time Employees, attached hereto and incorporated herein by this reference as Exhibit "A", effective January 1, 2020.

PASSED, APPROVED AND ADOPTED this 17th day of December, 2019.

Martha A. Flores, Mayor

ATTEST:

John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk

CITY OF PORTERVILLE
SEASONAL AND PART-TIME PAY RATES
2019 – 2020 FISCAL YEAR

After School Assistant II.....	\$13.00/hour
After School Assistant III.....	\$13.06 – \$14.40/hour
After School Site Assistant.....	\$15.12 - \$17.51/hour
After School Gardener.....	\$14.40 - \$16.40/hour
After School Site Supervisor.....	\$19.38 – \$23.56/hour
Animal Shelter Technician.....	\$13.00 - \$14.25/hour
Assistant Zalud House Curator.....	\$13.00 – \$14.50/hour
Campus Supervisor.....	\$13.81 - \$15.50/hour
Clerical Aide.....	\$13.00 – \$14.50/hour
Library Aide.....	\$13.00 – \$14.50/hour
Lifeguard.....	\$13.00 – \$14.25/hour
Lifeguard (Senior).....	\$13.50 – \$14.75/hour
Maintenance Aide	\$13.00 – \$14.50/hour
Pool Cashier.....	\$13.00 – \$14.00/hour
Pool Manager.....	\$15.00 – \$17.00/hour
Pool Manager Assistant.....	\$14.00 – \$16.00/hour
Recreation Leader I.....	\$13.00 – \$13.75/hour
Recreation Leader II.....	\$14.00 – \$16.00/hour
Recreation Leader III.....	\$16.25 – \$18.75/hour
**Recreation Specialist.....	Percentage of Flat Rate
Reserve Firefighter.....	\$13.00 – \$15.00/hour
Sports Official/Umpire or Referee (Youth).....	\$13.00 – \$23.50/hour
Sports Official/Umpire or Referee (Adult).....	\$13.00 – \$37.50/game
Student Intern.....	\$13.00 – \$14.50/hour
***Off-Highway Vehicle Coordinator.....	\$13.00 – \$16.75/hour
***Off-Highway Vehicle Assistant Coordinator.....	\$13.00 – \$14.75/hour

**Pay to be determined by the number of students enrolled and fees charged for self-supporting classes and activities.

***Funded by State of California Off-Highway Vehicle Division Grant.

Exhibit “A”



CITY COUNCIL AGENDA – DECEMBER 17, 2019

SUBJECT: Approval of Agreement between the City of Porterville and Tulare County Health and Human Services Agency

SOURCE: Public Works

COMMENT: The City entered into an agreement with the Tulare County Health and Human Services Agency (TCHHSA) on September 29, 2009, to establish a Household Hazardous Waste (HHW) Collection Facility in Porterville. This agreement is for a Recycle Only HHW Collection Facility, which only accepts latex paint, used oil, used oil filters, antifreeze, spent lead-acid batteries, nickel-cadmium, alkaline, or carbon-zinc batteries, intact spent fluorescent lamps, and intact spent high intensity discharge (HID) lamps. The current agreement expired on June 30, 2019. The County is proposing a new retroactive agreement with a 3-year term, effective July 1, 2019.

The City of Porterville will continue to be responsible for providing the site, facility, and staffing for collection and documentation of the Collection Facility. TCHHSA will continue to be responsible for obtaining any necessary permits and provide equipment and collection containers to operate, transport and dispose of materials, and signage and flyers. The City's cost is four (4) staff hours monthly and is funded from the Solid Waste Fund.

Staff recommends that City Council authorize the Mayor to sign the agreement with Tulare County Health and Human Services Agency.

RECOMMENDATION: That the City Council approve and authorize the Mayor to sign the Agreement with the Tulare County Health and Human Services Agency.

ATTACHMENTS: 1. TCHHSA 2019 Agreement

Appropriated/Funded:

Review By:

Department Director:

Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager

TULARE COUNTY AGREEMENT NO. _____

COUNTY OF TULARE
HEALTH & HUMAN SERVICES AGENCY
SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is entered into as of _____ between the **COUNTY OF TULARE**, a political subdivision of the State of California ("COUNTY"), and **CITY OF PORTERVILLE**, ("CONTRACTOR"). COUNTY and CONTRACTOR are each a "Party" and together are the "Parties" to this Agreement, which is made with reference to the following:

- A.** COUNTY wishes to jointly establish and operate a recycle-only household hazardous waste collection facility (FACILITY) as defined in California Health and Safety Code §25218.1(n) within the CITY OF PORTERVILLE; and
- B.** CITY and COUNTY each have the power to establish, operate, and maintain such a FACILITY as recognized by California Public Resources Code (PRC) section 48600, 48690, and 48691; and
- C.** CITY is willing to enter into this Agreement with COUNTY upon the terms and conditions set forth herein and CITY and COUNTY are authorized by Government Code §6500 et seq. to enter into this Agreement.

THE PARTIES AGREE AS FOLLOWS:

- 1. TERM:** This Agreement becomes effective as of July 1, 2019 and expires at 11:59 PM on June 30, 2022 unless earlier terminated as provided below, or unless the Parties extend the term by a written amendment to this Agreement.
- 2. SERVICES:** See attached Exhibits A.
- 3. PAYMENT FOR SERVICES:** There is no cost associated with this agreement.
- 4. INSURANCE:** Before approval of this Agreement by COUNTY, CONTRACTOR must file with the Clerk of the Board of Supervisors evidence of the required insurance as set forth in the attached Exhibit C.
- 5. GENERAL AGREEMENT TERMS AND CONDITIONS:** COUNTY'S "General Agreement Terms and Conditions" are hereby incorporated by reference and made a part of this Agreement as if fully set forth herein. COUNTY'S "General Agreement Terms and Conditions" can be viewed at <http://tularecountycounsel.org/default/index.cfm/public-information/>
- 6. ADDITIONAL EXHIBITS:** CONTRACTOR shall comply with the terms and conditions of the Exhibits listed below and identified with a checked box, which are by this reference made a part of this Agreement. Complete Exhibits D, E, F, G, G-1, and H can be viewed at <http://tularecountycounsel.org/default/index.cfm/public-information/>

COUNTY OF TULARE
HEALTH & HUMAN SERVICES AGENCY
SERVICES AGREEMENT

☒	Exhibit D	Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement
☒	Exhibit E	Cultural Competence and Diversity
☐	Exhibit F	Information Confidentiality and Security Requirements
☐	Exhibit G	Contract Provider Disclosures (<u>Must be completed by Contractor and submitted to County prior to approval of agreement.</u>)
☐	Exhibit G1	National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care
☐	Exhibit H	Additional terms and conditions for federally-funded contracts
☐	Exhibit ____	[Insert name of any other exhibit needed and attach]

7. NOTICES: (a) 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:

TULARE COUNTY HEALTHY & HUMAN SERVICES AGENCY
5957 S. Mooney Boulevard
Visalia, CA 93277
Phone No.: 559-624-8000
Fax No.: 559-713-3717

With a Copy to:

COUNTY ADMINISTRATIVE OFFICER
2800 W. Burrel Ave.
Visalia, CA 93291
Phone No.: 559-636-5005
Fax No.: 559-733-6318

CONTRACTOR:

CITY OF PORTERVILLE
291 North Main Street
Porterville, CA 93277
Phone No.: 559-782-7514
Fax No.: 559-791-7999

(b) 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 will be deemed received on the fifth calendar day after the date of mailing. Either Party may change the above address by giving written notice under this section.

8. AUTHORITY: CONTRACTOR represents and warrants to COUNTY that the individual(s) signing this Agreement on its behalf are duly authorized and have legal capacity to sign this Agreement and bind CONTRACTOR to its terms. CONTRACTOR acknowledges that COUNTY has relied upon this representation and warranty in entering into this Agreement.

COUNTY OF TULARE
HEALTH & HUMAN SERVICES AGENCY
SERVICES AGREEMENT

9. **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.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

CITY OF PORTERVILLE

Date: _____

By _____

Print Name _____

Title _____

Date: _____

By _____

Print Name _____

Title _____

[Pursuant to Corporations Code section 313, County policy requires that contracts with a Corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a Limited Liability Company be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

COUNTY OF TULARE

Date: _____

By _____

Chairman, Board of Supervisors

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

By _____

Deputy Clerk

Approved as to Form
County Counsel

By _____

Deputy

Matter # _____

Exhibit A

CITY OF PORTERVILLE RECYCLE-ONLY HOUSEHOLD HAZARDOUS WASTE COLLECTION FACILITY

The COUNTY OF TULARE, referred to as COUNTY, and the CITY OF PORTERVILLE, referred to as CITY, seek to partner to establish a Recycle-Only Household Hazardous Waste Collection Facility (Facility) to divert household hazardous waste (HHW) from the solid waste stream. Responsibilities under this Agreement to establish and maintain the Facility are as follows:

- a. CITY shall provide and make available an appropriate site to establish Facility at the City Corporation Yard located at 555 N. Prospect, Porterville, CA (Site).
- b. Prior to commencing operations, CITY shall submit the following written information to the Tulare County Certified Unified Program Agency (CUPA):
 1. A certification that the household hazardous waste collection facility will be operated in accordance with this article and with any other requirement that may be imposed by the department by regulation.
 2. All of the following information:
 - A. The Facility's name.
 - B. The Facility's location.
 - C. The Facility's generator identification number.
 - D. The date that the Facility will begin operation.
 - E. The Facility's operating schedule.
 3. In addition to the information required pursuant to paragraph (2) of subdivision (a), the public agency, or its contractor, shall also subsequently notify the CUPA of any significant change in the Facility's operating schedule.
- c. CITY shall limit materials to be accepted at the Facility to those recyclable household hazardous waste materials listed in paragraph 1 of subsection (b), Section 25218.8, Article 10.8, Chapter 6.5, Division 20, Health and Safety Code. These are:
 1. Latex paint.
 2. Used oil.
 3. Used oil filters.
 4. Antifreeze.
 5. Spent lead-acid batteries.
 6. Nickel-cadmium, alkaline, carbon-zinc, or other small batteries, if the facility is in compliance with Section 25216.1.

Exhibit A

7. Intact spent fluorescent lamps.
8. Intact spent high intensity discharge (HID) lamps.
- d. CITY shall not accept any other hazardous wastes or other materials at the Facility other than the materials specified in paragraph (1) of subsection (b), Section 25218.8.
- e. CITY shall be responsible for training of employees with responsibilities for handling or managing recyclable household hazardous waste materials to be accepted at the Facility. The Occupational Safety & Health Administration requires that training be the responsibility of the employer.
 1. The training requirements for Small Quantity Universal Waste Handlers (i.e., handlers who at no time accumulate more than 5,000 kilograms of UW) are listed in the regulations (22CCR §66273.16): "A small quantity handler of universal waste shall inform all employees who handle or have responsibility for managing universal waste. The information shall describe proper handling and emergency procedures appropriate to the type(s) of universal waste handled at the facility."
 2. The attached *Universal Waste Lamp Operations - Recommended Best Practices, Segregating Spent Lamps, Segregating Spent Batteries, Clean Harbors Battery Packaging Protocol (V06.2008)*, and *Battery Quick Reference* provides suggested guidance on hazards, proper handling and management, and emergency procedures (see Attachments 5, 4, 1, 2, and 3, respectively).
- f. CITY shall provide direct staff oversight of the Facility when open to the public to insure the following:
 1. The materials are transported to the collection facility by the person who generated the material.
 2. The materials transported to the facility are transported in accordance with Section 25218.5 as listed below:
 3. The total combined volume or weight of latex paint, used oil filters, antifreeze, and small batteries transported to the Facility by any one individual shall not exceed a total volume of 10 gallons or a total dry weight of 100 pounds. Up to two spent lead-acid batteries may be transported at the same time and not more than 20 gallons of used oil may be transported in the same vehicle if the volume of each individual container does not exceed five gallons.
- g. In conjunction with the COUNTY, CITY staff shall provide oversight of the Facility to insure the following:
 1. The materials collected are not stored at the Facility for more than 180 days, except that less than one ton of spent lead-acid batteries may be stored at the facility for up to one year. More than one ton of spent lead-acid batteries shall not be stored at the Facility for more than 180 days.
 2. Not more than 600 pounds of household batteries are stored at any one time and no

Exhibit A

household batteries are stored for longer than 180 days. For the purposes of this Agreement, "household batteries" means primary or secondary batteries, including nickel-cadmium, alkaline, carbon-zinc, and other batteries generated as non-RCRA waste similar in size to those typically generated as household waste. "Household batteries" does not include lead-acid batteries.

3. The household batteries are stored and transferred in a manner which minimizes the possibility of fire, explosion, or any release of hazardous substances or hazardous waste constituents.
4. The Facility retains a copy of the hazardous waste manifest or bill of lading used during transportation of household batteries from the Facility for a period of three years. If a bill of lading is used, the bill of lading shall have, at a minimum, all of the following information:
 - A. The name, address, and telephone number of the collection location, transporter, and receiving facility.
 - B. A general description and quantity of batteries.
 - C. The date of the transfer.
 - D. The signatures of the transporter and the collection location representative.
- h. CITY shall manage collected materials in accordance with the hazardous waste segregation, containerization, labeling, accumulation, emergency response, and personnel training requirements of Chapter 6.5 of Division 20, Health and Safety Code and Title 22 California Code of Regulations under guidance by COUNTY.
- i. CITY shall post the signs depicted in Figure 1 (to be provided by COUNTY) to warn the public not to abandon used oil or other hazardous wastes at the facility.
- j. CITY may post the signs depicted in Figures 3 – 5 (to be provided by COUNTY) to indicate that used oil and oil filters are received at the Facility. If the sign in Figures 3 is posted, the Facility operators may elect to cover the phrase "Recycling Incentive Paid for Used Lubricating Oil in Containers During Business Hours from Members of the Public Who Change Their Own Oil" if the Facility operator chooses not to offer the recycling incentive to the public.
- k. CITY may post the signs depicted in Figures 6 – 13 (to be provided by COUNTY) as needed.
- l. CITY shall be responsible for:
 1. Unloading containers and packaging materials supplied by the COUNTY.
 2. Affixing appropriate labels and marking the accumulation start date on each container.
 3. Provide and oversee completion of a Survey Form by each person dropping off materials at the center.

Exhibit A

4. Stacking and strapping containers of collected materials on pallets for transportation offsite.
 5. Coordinate transportation of collected materials by COUNTY staff or COUNTY contractor.
 6. Providing a certified forklift operator to loading palletized containers of collected materials onto COUNTY vehicle, or COUNTY contractor vehicle for transportation offsite.
- m. CITY Facility employees shall allow the public to drop off only latex paint with legible labels. No spray, oil base, lacquer, enamels or other paint may be accepted. No thinners, solvents, mineral spirits, or other flammable, combustible, or toxic liquid or toxic materials may be accepted. Latex paint containers shall be placed into a cubic yard box. Containers with a capacity of five gallons or greater may be stacked onto a pallet.
- n. CITY Facility employees should do the following before accepting used oil from the public:
1. Ask the customer if anything has been added to the used oil, such as gasoline, solvents, antifreeze, paint, or other household products. If the customer says they have added a contaminant, do not accept it.
 2. Examine the used oil to see if it has signs of layering, dirt or debris floating in it, or has an unusual color or odor. If the used oil appears contaminated, do not accept it.
 3. Facility employees must give any customer with contaminated used oil the location of the Visalia Permanent HHW Collection Center or the telephone number of the Tulare County Environmental Health Department (559-733-6441).
 4. CITY shall post the signs depicted in Figure 2 (to be provided by COUNTY) to remind both employees and customers not to mix anything with used oil or pour contaminated used oil into storage tanks.
 5. CITY Facility employees shall mark the accumulation start date on the preprinted labels (to be provided by COUNTY) on each storage container (see Figure 18).
- o. CITY Facility employees shall allow the public to drop off only used antifreeze that has not been contaminated or adulterated (see procedure above for used oil). CITY Facility employees shall mark the accumulation start date on the preprinted labels (to be provided by COUNTY) on each storage container (see Figure 18).
- p. CITY shall post the signs depicted in Figures 14 & 15 (to be provided by COUNTY) to remind both employees to insulate the terminals on spent batteries and cell phones to prevent discharge before placing into storage containers. CITY Facility employees shall categorize, segregate and package spent batteries collected from the public according to the attached *Segregating Spent Batteries, Clean Harbors Battery Packaging Protocol (V06.2008)*, and *Battery Quick Reference* and other subsequent guidance as may be necessary (see Attachments 1 – 3, respectively). CITY Facility employees shall mark the accumulation start date on the preprinted labels (to be provided by COUNTY) on each

Exhibit A

storage container (see Figure 17 or 18, as appropriate).

- q. CITY Facility employees ensure that spent fluorescent and high intensity discharge (HID) lamps collected from the public are properly segregated, containerized and labeled. CITY Facility employees shall be responsible for compliance with the applicable requirements for Small Quantity Universal Waste Handlers. The attached *Segregating Spent Lamps* and *Universal Waste Lamp Operations - Recommended Best Practices* are provided as suggested guidance (see Attachments 4 & 5, respectively). CITY Facility employees shall mark the accumulation start date on the preprinted labels (to be provided by COUNTY) on each storage container (see Figure 17).
- r. The COUNTY will provide the Facility with appropriate containers and packing materials. The Facility will be provided with the following containers at a minimum:
 - 1. Containers for latex paint collection including at least one cubic yard box with pallet.
 - 2. Containers for used oil collection including at least one 55- gallon drum with secondary containment.
 - 3. Containers for used oil filter collection including at least one 55- gallon drum.
 - 4. Containers for antifreeze collection including at least one 55- gallon drum with secondary containment.
 - 5. Storage for spent lead-acid batteries automobile batteries including at least one pallet with secondary containment.
 - 6. Containers for nickel-cadmium, alkaline, carbon-zinc, or other small batteries including at least:
 - A. One container for Carbon-Zinc (C-Zn) & Alkaline (Zn/MnO₂) batteries.
 - B. One inner container consisting of a rigid polyethylene drum for Primary Lithium batteries; including Lithium Iron Disulfide (Li/FeS₂) and Lithium-Manganese Dioxide (Li/MnO₂) batteries.
 - C. One container for Nickel Cadmium (Ni-Cd), Nickel Metal Hydride (Ni-MH), & Nickel Zinc (Ni-Zn) batteries.
 - D. One container for Lithium Ion (Li-Ion) batteries.
 - E. One container for Small Sealed Lead-Acid (SSLA) i.e., "gel cell" batteries.
 - F. Absorbents and packing materials (Speedy-Dry, vermiculite, baking soda, etc.).
 - 7. Containers and packing materials for intact spent fluorescent lamps including at least:
 - A. One container for 4-foot long straight fluorescent tubes.
 - B. One container for 8-foot long straight fluorescent tubes.

Exhibit A

- C. One container for U-bend tubes, circular tubes, and compact fluorescent lamps (CFL).
 - D. One container with liner for universal waste lamps that are broken during the course of operations;
8. One container and packing materials for intact spent high intensity discharge (HID) lamps.
- s. The COUNTY will replenish the Facility with containers and packing materials as required.
 - t. The COUNTY will utilize a licensed contractor with a valid hazardous waste transporter registration to pick up the antifreeze, used oil, and oil filters from the Facility. Paint and spent batteries and lamps will be transported by the COUNTY to the Visalia Permanent Household Hazardous Waste Collection Facility for consolidation and ultimate shipment to an approved facility. The COUNTY may also elect to have a licensed contractor with valid hazardous waste transporter registration transport paint and spent batteries and lamps directly from the Facility.
 - u. The COUNTY will provide the Facility with appropriate labels to identify and transport wastes including, but not limited to, the labels depicted in Figures 16 – 34.
 - v. The COUNTY will provide appropriate signage notifying the public of separate of-site collection opportunities for lighting ballasts and other categories of UW. Signage will include acknowledgement of the CITY for hosting the Recycle-Only Collection Facility, and of funding by the California Integrated Waste Management Board.
 - w. The COUNTY will revise existing Health & Human Services website content to include the Facility. Bill inserts, flyers, posters, and stickers will also be used to advertise the Facility. All advertising and outreach materials will list the Facility and acknowledge the contribution of the CITY in protecting the environment.

Attachment 1
SEGREGATING SPENT BATTERIES

The following guide lists the common types of batteries and appropriate management methods. This guide is intended as a general guide. Batteries of the same type and appearance may differ significantly between manufacturers. All batteries are potentially dangerous if mishandled.

Automotive-type lead acid storage batteries

- Automotive-type lead acid storage batteries (equivalent in type and equivalent to, or smaller in size than, spent lead-acid storage batteries removed from motor vehicles as defined in Vehicle Code sections 415 and 670). Automotive-type lead acid storage batteries are also accepted for recycling at virtually all retailers that sell these types of batteries.

Handling (see INTACT LEAD ACID BATTERIES section on Page 1 of CLEAN HARBORS BATTERY PACKAGING PROTOCOL (V06.2008)):

1. Place intact batteries on pallet.
2. Palletized batteries limited to a single layer only – do not stack batteries.
3. Shrink-wrap batteries to pallet.
4. Band batteries to pallet. (Poly-strapping is recommended)
5. All terminals must be covered with duct tape or other insulator to prevent short circuiting.

Handling of lead acid batteries that do not fit the above criteria:

1. Contact the Tulare County Division of Environmental Health at (559) 733-6441.

The sulfuric acid contained in these batteries is very dangerous if spilled. Common baking soda may be used to neutralize spills.

Universal Waste & Non-Hazardous Waste Batteries

Segregate Universal Waste & Non-Hazardous Waste Batteries into the following categories and containers:

1. Dry Cell Battery Containing Zinc Electrodes (Nonhazardous):
 - A. Carbon Zinc (C-Zn). (9V, AA, AAA, C, D, Lantern, Multi Cell). Carbon Zinc batteries produced prior to 1996 may contain mercury. Carbon Zinc batteries produced after 1996 generally do not exceed hazardous waste criteria. There are two common types of carbon zinc batteries - LeClanché and Zinc chloride carbon zinc.
 - B. Alkaline, or Alkaline Manganese Dioxide-Zinc (Zn/MnO₂). (9V, AA, AAA, AAAA, C, D, F, J, Lantern, N, Other) Alkaline batteries produced prior to 1996 may contain mercury. Alkaline batteries produced after 1996 generally do not exceed hazardous waste criteria.

Handling (see ALKALINE BATTERIES section on Page 7 of CLEAN HARBORS BATTERY PACKAGING PROTOCOL (V06.2008)):

1. Material must be Non-RCRA/Non-EPA regulated
2. Batteries must be intact

Attachment 1

3. Full 55G drums must be steel, Poly acceptable for 5 thru 30G drums only
4. Batteries may not be connected in series to one another (No two batteries may be connected by a common terminal or wire)
5. Tape battery terminals or place into individual plastic bags and place in labeled container.

Handling of alkaline batteries that do not fit the above criteria:

1. Contact the Tulare County Division of Environmental Health at (559) 733-6441.
2. Alkaline Mercury Batteries. There are three common types of batteries that may contain added mercury:
 - A. Mercuric Oxide or Mercuric Oxide-Zinc (ZnHgO_2). (Button, some 9V & Button Stack). These batteries contain a high percentage of mercury and are no longer sold in the US.
 - B. Silver Oxide ($\text{Zn/Ag}_2\text{O}$) (Button). Silver Oxide batteries generally exceed hazardous waste criteria for silver and mercury (if present) content.
 - C. Zinc Air (Zn/O_2). (9V, Button). Zinc air batteries generally exceed hazardous waste criteria for mercury (if present).

Handling (see ALKALINE MERCURY BATTERIES section on Page 6 of CLEAN HARBORS BATTERY PACKAGING PROTOCOL (V06.2008)):

1. Batteries must be intact
2. Full 55G drums must be steel, Poly acceptable for 5 thru 30G drums only
3. Batteries may not be connected in series to one another (No two batteries may be connected by a common terminal or wire)
4. Acceptable battery types:
 - a. Alkaline Mercury Batteries
 - b. Mercury Batteries
 - c. Mercury Oxide Batteries
 - d. Zinc-Air Battery
 - e. Silver Oxide

Handling of alkaline mercury batteries that do not fit the above criteria:

1. Contact the Tulare County Division of Environmental Health at (559) 733-6441.
3. Primary (Single Use) Lithium & Lithium Metal Batteries
 - A. There are two common types of single-use lithium batteries:
 - i. Lithium Iron Disulfide (Li/FeS_2). (AA, AAA).
 - ii. Lithium-Manganese Dioxide (Li/MnO_2). (9V, Miniature, Multi, Multi Cell, Other).
 - B. All batteries containing lithium generally exceed hazardous waste criteria for reactivity. An explosion or burns may result if these batteries are disassembled or exposed to water, fire, or high temperature. Lithium-ion batteries can rupture, ignite, or explode when exposed to high temperatures or direct sunlight. Never short-circuit, open the battery casing, or damage the safety devices on these batteries as it may cause the battery to ignite or explode.

Attachment 1

- C. All types of intact Lithium Batteries; Hermetically Sealed, Unsealed and Small Tab Type Lithium Cells; excluding Lithium Ion MUST be packaged under mineral oil to prevent exposure to moisture. Batteries must be packaged as to remain completely submerged within the mineral oil, thus eliminating the potential of being exposed to air during shipment/transportation.

Handling (see LITHIUM BATTERIES section on Page 3 of CLEAN HARBORS BATTERY PACKAGING PROTOCOL (V06.2008)):

1. All drums shall be combination packaging, consisting of one or more inner packages secured in a non-bulk outer packaging.
2. Inner containers shall be of rigid poly (Note: CITY Facility employees will only place collected batteries into the inner container. COUNTY employees will inspect the full inner containers and subsequently place them into the outer container for transport).
3. Outer container must be steel and DOT approved for the packaged materials.
4. Maximum size of inner container is 5-gallons.
5. Exposed battery terminals must be covered with tape to prevent short-circuiting.
6. Maximum 20 pounds of Lithium batteries per inner container.
7. Free liquid (oil) must be < 3 gallons per inner container.
8. Any void space in the outer container must be filled with vermiculite.
9. Containers must be closed securely.

Handling of lithium & lithium metal batteries that do not fit the above criteria:

1. Contact the Tulare County Division of Environmental Health at (559) 733-6441.
3. Secondary (Rechargeable) Lithium Ion Batteries
- A. Lithium Ion (Li-Ion). (Button, Proprietary Battery Pack). These batteries are rechargeable and are often found in cell phones and laptop computers.
 - B. All batteries containing lithium generally exceed hazardous waste criteria for reactivity. An explosion or burns may result if these batteries are disassembled or exposed to water, fire, or high temperature. Lithium-ion batteries can rupture, ignite, or explode when exposed to high temperatures or direct sunlight. Never short-circuit, open the battery casing, or damage the safety devices on these batteries as it may cause the battery to ignite or explode.

Handling (see INTACT LITHIUM ION BATTERIES section on Page 4 of CLEAN HARBORS BATTERY PACKAGING PROTOCOL (V06.2008)):

1. Batteries must be intact, never involved in a fire, and absent of any rise in temperature.
2. Do not pack batteries with visual evidence of swelling or bulging.
3. All batteries must be insulated from each other & have ends taped to prevent short circuit.
4. Batteries may not be connected in series to one another (No two batteries may be connected by a common terminal or wire)
5. Full 55G drums must be steel, Poly acceptable for 5 thru 30G drums only

Attachment 1

6. Batteries must be clearly labeled as "Lithium-Ion" to qualify for these packaging specifications. If Lithium battery type is questionable, ship as standard lithium batteries and follow applicable guidelines
7. If terminals are raised, weight cannot be superimposed upon the terminals.

Handling of lithium ion batteries that do not fit the above criteria:

1. Contact the Tulare County Division of Environmental Health at (559) 733-6441.

4. Nickel Cadmium & Nickel Metal Hydride (Rechargeable)

- A. Nickel Cadmium (Ni-Cd). (9V, AA, AAA, C, D, Battery Pack) These batteries generally exceed hazardous waste criteria for Nickel and Cadmium. Do not dismantle or short circuit as this may cause the battery to explode, leak or get hot causing personal injury.
- B. Nickel Metal Hydride (Ni-MH). (9V, AA, AAA, C, D, Battery Pack) These batteries do not contain cadmium but generally exceed hazardous waste criteria for Nickel. Follow the same precautions as listed above for Ni-Cd batteries.

Handling: (see NICKEL COMPOUND BATTERIES section on Page 5 of CLEAN HARBORS BATTERY PACKAGING PROTOCOL (V06.2008)):

1. Full 55G drums must be steel for dry cells. Poly acceptable for 5 thru 30G drums and full 55G drums of wet cells only.
2. Batteries may not be connected in series to one another (No two batteries may be connected by a common terminal or wire).
3. All batteries must be insulated from each other by placing into individual plastic bags or taping battery terminals to prevent short circuit.
4. Acceptable battery types included:
 - a. Nickel Cadmium, Wet cells (D002, D006)*
 - b. Nickel Hydroxide Batteries (D002)*
 - c. Nickel Cadmium Batteries (D006)*
 - d. Nickel Iron Batteries
 - e. Rechargeable Ni-Cad Batteries (D006)*
 - f. Non-Mercury Alkaline Batteries
 - g. Nickel Metal Hydride
 - h. Nickel Zinc
 - i. Non-Mercury Alkaline Dry-cell

**Universal waste rules may be utilized where applicable.*

Handling of nickel compound batteries that do not fit the above criteria:

1. Contact the Tulare County Division of Environmental Health at (559) 733-6441.

5. Small Sealed Lead-Acid ("Gel Cell") batteries. Some are rechargeable. These batteries contain lead and sulfuric acid. Small Sealed Lead-Acid batteries generally exceed hazardous waste criteria for lead content and corrosivity.

Handling: (see GEL CELL BATTERIES section on Page 2 of CLEAN HARBORS BATTERY PACKAGING PROTOCOL (V06.2008)):

Attachment 1

1. Use poly drums only (No Metal Drums with Poly-Liners).
2. Place 2 inches of speedy-dry on the bottom of each drum.
3. Stack gel cells providing 3 inches of vermiculite between layers of batteries.
4. Fill any void head-space in the drum with vermiculite.
5. Batteries limited to 50 pounds each. Total gross weight of drum not to exceed 300 pounds.
6. All terminals must be covered with duct tape or other insulator to prevent short circuiting.
7. Larger Gel Cell batteries may also be palletized as outlined above for intact lead acid batteries.

Handling of nickel compound batteries that do not fit the above criteria:

1. Contact the Tulare County Division of Environmental Health at (559) 733-6441.

Attachment 2



CLEAN HARBORS BATTERY PACKAGING PROTOCOL (V12.2009)

When batteries are improperly packaged, the potential for damage or injury related to reactions and/or explosion greatly increases. In addition to safety, batteries have specific packing requirements enforced by the US DOT and Canadian TDG. Clean Harbors has recognized the inherent dangers and liability associated with batteries and has implemented the following packing protocols to protect Clean Harbors and its customers. For shipments of batteries to Clean Harbors, these protocols must be followed in order to ensure safe and compliant handling and transportation of batteries. For additional guidance or assistance contact a Clean Harbors' Customer Service Representative by calling (800) 444-4244.

INTACT LEAD ACID BATTERIES

Shipping Instructions: Palletized

1. Place batteries on pallet.
2. Palletized batteries limited to a single layer only – do not stack batteries.
3. Shrink wrap batteries to pallet.
4. Band batteries to pallet. (Poly-strapping is recommended)
5. All terminals must be covered with duct tape or other insulator to prevent short circuiting per 49 CFR 173.169. Use Hazardous Waste Manifest or B.O.L. as the shipping document.
6. Shipping Information:
 - a. UN2794, Batteries, wet, filled with acid, 8, PGIII or
 - b. UN2794, Waste Batteries, wet, filled with acid, 8, PGIII (D002, D008)*

**Universal waste rules may be utilized where applicable.*
7. DOT corrosive (8) diamond is required on opposing sides of pallet next to label, 2 per pallet.
8. The gross weight of the unit must not be greater than 500 lbs.

Examples:



LEAKING LEAD ACID BATTERIES OR SINGLE BATTERY SHIPMENTS

Clean Harbors is a full service environmental company which can handle your battery disposal needs. Occasionally, single lead acid batteries or leaking lead acid batteries may need to be removed from your location. For additional information on leaking or single batteries for shipment or to schedule Clean Harbors' Chemists for on-site assistance, please contact your Clean Harbors' Customer Services Representative at (800)444-4244.

Attachment 2



CLEAN HARBORS BATTERY PACKAGING PROTOCOL (V12.2009)

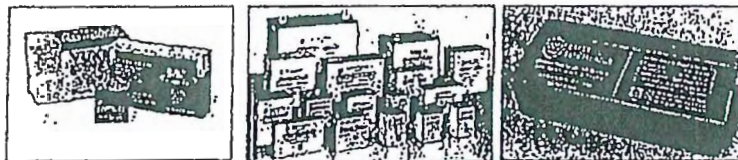
GEL CELL BATTERIES

Shipping Instructions:

1. Use poly drums only (No Metal Drums with Poly-Liners).
2. In order for a battery to be shipped under this section it must be marked "NONSPILLABLE" or "NONSPILLABLE BATTERY" by the manufacturer. Otherwise it must ship as a standard lead acid battery subject to the above protocols.
3. The outer packaging must be plainly and durably marked "NONSPILLABLE" or "NONSPILLABLE BATTERY."
4. Place 2 inches of speedy-dry on the bottom of each drum.
5. Stack gel cells providing 3 inches of vermiculite between layers of batteries.
6. Fill any void head-space in the drum with vermiculite.
7. Batteries limited to 60 pounds each. Total gross weight of drum not to exceed 300 pounds.
8. All terminals must be covered with duct tape or other insulator to prevent short circuiting per 49 CFR 173.159.
9. Shipping Information:
 - a. UN2800, Batteries, wet, non-spillable, 8, PGIII or
 - b. UN2800, Waste Batteries, wet, non-spillable, 8, PGIII (D002, D008)*

**Universal waste rules may be utilized where applicable.*
10. Affix appropriate label to the container.
11. DOT corrosive (8) diamond is required.
12. Packing slips are required.
13. When drums are pre-packed, top MUST be left off the drum and do not add vermiculite until material is reviewed by the Clean Harbors Chemist/Driver prior to shipment. If not packed according to guidelines, the drum must be re-packed. Drums cannot be shipped if not packaged to this protocol.
14. Larger Gel Cell batteries may also be palletized as outlined above for intact lead acid batteries.

Examples:



Attachment 2



CLEAN HARBORS BATTERY PACKAGING PROTOCOL (V12.2009)

LITHIUM BATTERIES

Shipping Instructions:

All types of intact Lithium Batteries; Hermetically Sealed, Unsealed and Small Tab Type Lithium Cells; excluding Lithium Ion **MUST** be packaged under mineral oil to prevent exposure to moisture. Batteries must be packaged as to remain completely submerged within the mineral oil, thus eliminating the potential of being exposed to air during shipment/transportation.

- All drums shall be combination packaging, consisting of one or more inner packages secured in a non-bulk outer packaging.
- Inner containers shall be of rigid poly.
- Outer container must be steel and DOT approved for the packaged materials.
- Maximum size of inner container is 6-gallons.
- Exposed battery terminals must be covered with tape to prevent short-circuiting per 49 CFR 173.185
- Maximum 20 pounds of Lithium batteries per inner container.
- Free liquid (oil) must be < 3 gallons per inner container.
- Any void space in the outer container must be filled with vermiculite.
- Containers must be closed securely.

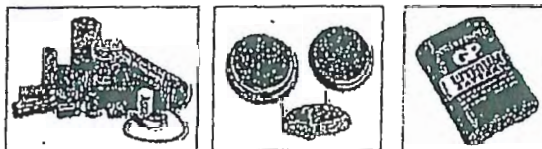
1. Shipment Information

- a. If it is known that there is no reactive lithium present, then ship as:
UN3090, Lithium Battery, 9, PGII OR
- b. If the presence of reactive lithium cannot be determined, then ship the batteries as:
UN3090, Waste Lithium Battery, 9, PGII (D001, D003)*
- c. Note: Lithium batteries cannot be commingled with other material.
- d. Material must be manifested directly to end disposal facility only.
 - Clean Harbors authorized lithium disposal facilities are:

Clean Harbors El Dorado, LLC
308 American Circle
El Dorado, AR 71730
EPA: ARD069748192

Clean Harbors Aragonite, LLC
1160 North Aptus Road
Aragonite, UT 84028
EPA: UTD981552177

Examples:



* Universal waste rules may be utilized where applicable.

Attachment 2



CLEAN HARBORS BATTERY PACKAGING PROTOCOL (V12.2009)

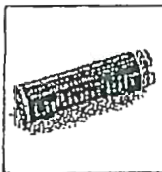
INTACT LITHIUM ION BATTERIES

Lithium Ion Batteries Only

Shipping Instructions:

- Sources- Rechargeable Cell Phones, Laptops, etc.
- Batteries must be intact, never involved in a fire, and absent of any rise in temperature.
- Do not pack batteries with visual evidence of swelling or bulging.
- All batteries must be insulated from each other & have terminals protected to prevent short circuit per 49 CFR 173.185.
- Batteries may not be connected in series to one another (No two batteries may be connected by a common terminal or wire)
- Full 55G drums must be steel, Poly acceptable for 5 thru 30G drums only
- Batteries must be clearly labeled as "Lithium-Ion" to qualify for these packaging specifications. If Lithium battery type is questionable, ship as standard lithium batteries and follow applicable guidelines
- If terminals are raised, weight cannot be superimposed upon the terminals.
- When drums are prepacked, top **MUST** be left off the drum and do not add varniculture until QC'ed by Chemists/Driver prior to shipment. If not packed according to guidelines, drum is to be repacked. Drum cannot be shipped if not packaged to the guidelines.
- Shipping name: UN3090, Lithium Battery, 9, PGI
- Waste codes do not apply

Examples:



Attachment 2



CLEAN HARBORS BATTERY PACKAGING PROTOCOL (V12.2009)

NICKEL COMPOUND BATTERIES

Shipping Instructions:

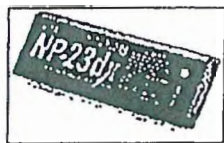
1. Full 55G drums must be steel for dry cells. Poly acceptable for 5 thru 30G drums and full 55G drums of wet cells only.
2. Except for dry cell batteries ≤ 9V, batteries must be insulated from each other & have terminals protected to prevent short circuit per 49 CFR 172.102 Special Provision 130 and 173.159.
 - a. Spent dry cell batteries ≤ 9V are exempt from the insulating/taping requirements provided they are shipped separately from other battery sizes and types. These batteries must fall under the description "Batteries, dry, sealed, n.s.s."
 - Note this exemption does not apply to those battery chemistries specifically covered by another proper shipping name.
3. Batteries may not be connected in series to one another (No two batteries may be connected by a common terminal or wire)
4. Acceptable battery types Included:
 - a. Nickel Cadmium, Wet cells (D002, D008)*
 - b. Nickel Hydroxide Batteries (D002)*
 - c. Nickel Cadmium Batteries (D008)*
 - d. Nickel Iron Batteries
 - e. Rechargeable Ni-Cad Batteries (D006)*
 - f. Non-Mercury Alkaline Batteries
 - g. Nickel Metal Hydride
 - h. Nickel Zinc
 - i. Non-Mercury Alkaline Dry-cell

**Universal waste rules may be utilized where applicable.*

5. Shipping Information:

Proper shipping name will vary based on specific battery type. If assistance is required contact your Clean Harbors' Customer Service Representative at (800)444-4244.
6. When drums are pre-packed, top MUST be left off the drum and do not add vermiculite until material is reviewed by the Clean Harbors Chemists/Driver prior to shipment. If not packed according to guidelines, the drum must be repacked. Drums cannot be shipped if not packaged to this protocol.

Examples:



Attachment 2



CLEAN HARBORS BATTERY PACKAGING PROTOCOL (V12.2009)

ALKALINE MERCURY BATTERIES

Shipping Instructions:

1. Batteries must be intact
2. Full 55G drums must be steel, Poly acceptable for 5 thru 30G drums only
3. Batteries may not be connected in series to one another (No two batteries may be connected by a common terminal or wire)
4. Except for dry cell batteries $\leq 9V$, batteries must be insulated from each other & have terminals protected to prevent short circuit per 49 CFR 172.102 Special Provision 130 and 173.159.
 - a. Spent dry cell batteries $\leq 9V$ are exempt from the insulating/taping requirements provided they are shipped separately from other battery sizes and types. These batteries must fall under the description "Batteries, dry, sealed, n.o.s."
 - Note this exemption does not apply to those battery chemistries specifically covered by another proper shipping name.
5. Acceptable battery types:
 - a. Alkaline Batteries
 - b. Mercury Batteries
 - c. Mercury Oxide Batteries
 - d. Zinc-Air Battery
 - e. Silver Oxide
6. Shipping Information:
 - a. Proper shipping name will vary based on specific battery type. If assistance is required contact your Clean Harbors' Customer Service Representative at (800)444-4244.
**Universal waste rules may be utilized where applicable.*
7. When drums are pre-packed, top MUST be left off the drum and do not add vermiculite until material is reviewed by the Clean Harbors Chemists/Driver prior to shipment. If not packed according to guidelines, the drum must be repacked. Drums cannot be shipped if not packaged to this protocol.

Examples:



Attachment 2



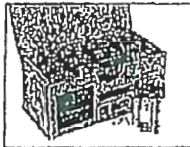
CLEAN HARBORS BATTERY PACKAGING PROTOCOL (V12.2009)

ALKALINE BATTERIES

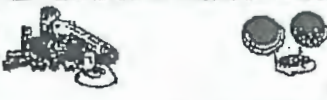
Shipping Instructions:

1. Material must be Non-RCRA/Non-EPA regulated
2. Batteries must be intact
3. Except for dry cell batteries $\leq 9V$, batteries must be insulated from each other & have terminals protected to prevent short circuit per 49 CFR 172.102 Special Provision 130 and 173.159.
 - a. Spent dry-cell batteries $\leq 9V$ are exempt from the insulating/taping requirements provided they are shipped separately from other battery sizes and types. Those batteries must fall under the description "Batteries, dry, sealed, n.o.s."
 - Note this exemption does not apply to those battery chemistries specifically covered by another proper shipping name.
 - b. Alkaline batteries in Canada are currently exempt from the insulating/taping requirement provided they are not intended for export to the US.
4. Full 55G drums must be steel, Poly acceptable for 5 thru 30G drums only
5. Batteries may not be connected in series to one another (No two batteries may be connected by a common terminal or wire)
6. Shipping Information:
 - a. Spent 1.6 volt alkalines- Non DOT Regulated Material (spent alkaline batteries)
 - b. All other alkalines- Batteries, dry, sealed, n.o.s. (alkaline batteries)
7. When drums are pre-packed, top MUST be left off the drum and do not add vermiculite until material is reviewed by the Clean Harbors Chemist/Driver prior to shipment. If not packed according to guidelines, the drum must be repacked. Drums cannot be shipped if not packaged to this protocol.

Examples:



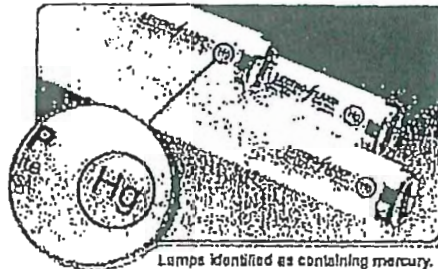
Attachment 3

	Type of Battery	Common Sizes	Hazard(s)	Identification	Handling Instructions
Single Use Batteries	Alkaline	9V, AA, AAA, AAAA, C, D, F, J, Lantern, N, Other		 Classic, Super Heavy Duty, Industrial; Hercules Energizer, Duracell, etc	Dry cell batteries ≤ 9 volts are exempt from the insulating/taping requirements provided they are shipped separately from other battery sizes and types Container – Poly (5 thru 30G drums only) or steel
	Lithium	Hermetically Sealed, Unsealed and Small Tab Type Lithium Cells	Reactive		Tape terminals Inner Container – ≤ 5-gal rigid poly, max 20 lbs batteries per inner container, completely submerge batteries in mineral oil (free liquid < 3 gallons per inner container) Outer Container – steel DOT approved
	Lithium Ion	Rechargeable Proprietary Battery Pack (Cell Phone, Laptop, etc.)	Reactive	 Look for "Li-Ion" or this RBRC recycling symbol on the battery: 	Tape terminals Container – Poly (5 thru 30G drums only) or steel Other – batteries must be intact, never involved in a fire, absent of any rise in temperature, and with no visual evidence of swelling or bulging
Rechargeable Batteries	Nickel-Compound (dry & wet cells)	9V, AA, AAA, C, D, Battery Pack	Cadmium, Nickel	 Look for "Ni-Cd" or "Ni-MH" or these RBRC recycling symbols on the battery:  	Dry cell batteries ≤ 9 volts are exempt from the insulating/taping requirements provided they are shipped separately from other battery sizes and types, terminals of all wet cell & dry cell batteries > 9V must be taped Container – Poly acceptable for 5 thru 30G drums and full 55G drums of wet cells only. Full 55G drums must be steel for dry cells.
	Small Sealed Lead-Acid (i.e., gel cells)		Lead, Corrosive (Sulfuric Acid)	 Look for "Pb" or this RBRC recycling symbol on the battery. 	Tape terminals Container – Poly only Other – 2 inches of speedy-dry on the bottom of each drum, stack providing 3 inches of vermiculite between layers, individual batteries limited to 50 pounds each. Total gross weight of drum not to exceed 300 pounds.

Attachment 4

SEGREGATING LAMPS THAT CONTAIN MERCURY

Mercury-added lamps manufactured after November 30, 2003 will bear a label, which states, "Contains Mercury," or it will have the symbol "Hg" within a circle on the lamp (Hg is the scientific symbol for mercury on the periodic table of elements). This signifies that the bulb contains mercury. Incandescent and halogen lamps are nonhazardous and may continue to be discarded in the trash.



Segregate mercury-added lamps into the following categories and containers:

1. Fluorescent tubes, including low mercury tubes.

- A. All diameters of straight fluorescent tubes up to 4-feet in length;
- B. All diameters of straight fluorescent tubes up to 8-feet in length;

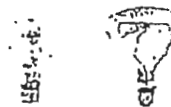


2. Compact Fluorescent Lamps, (CFL), Short (< 2 ft) Straight, U - Bend, & Circular Fluorescent Tubes, including low mercury lamps.

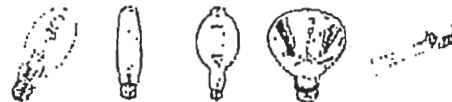


3. High Intensity Discharge lamps (HID). These bulbs are commonly used in security, outdoor and warehouse lighting. HID lighting is becoming popular for indoor use in commercial settings. The following are HID bulbs:

- A. Mercury Vapor, such as those sometimes used for street lighting.



- B. Metal Halide, such as floodlights for large indoor and outdoor areas and gymnasiums.



- C. High & Low-Pressure Sodium, such as those sometimes used as security and outdoor floodlights.



4. Ultraviolet ("Black Light") & Neon lamps



5. Scattershields and Coated Lamps



6. Broken lamps of all types

Attachment 5

UNIVERSAL WASTE LAMP OPERATIONS - RECOMMENDED BEST PRACTICES SMALL QUANTITY UNIVERSAL WASTE HANDLERS

DESIGNATING AN ACCUMULATION AREA. While an area should be set aside for accumulating spent lamps, you do not need to follow all of the strict rules for access, signs, formal training, and container technical standards that you do for a hazardous waste accumulation area. If located outside, please secure location after hours to prevent vandalism, and store boxes under overhead cover or plastic sheeting to protect from rain.

TRAINING EMPLOYEES. Small quantity handlers of universal waste must inform their employees in proper management of those universal wastes. A small quantity handler is one that never has 5,000 Kg (11,000 pounds or 5 ½ tons) of universal waste on hand at any one time.

- **Training requirements.** Small quantity handlers must "inform all employees who handle or have responsibility for managing universal waste." The information must describe proper handling and emergency procedures for lamps. At a minimum, the training should inform employees of the following:
 - o The fact that spent lamps are regulated and **MUST** be recycled, not discarded in the trash.
 - o Where to store spent lamps.
 - o How to package spent lamps.
 - o How to label spent lamps or containers of spent lamps.
 - o How to indicate the proper accumulation time.
- **Methods for conducting training requirements:**
 - o Posting requirements on the wall of the facility where employees will see them.
 - o Handing out photocopied pages to employees.
 - o A short training session delivered at an employee meeting or safety meeting.
 - o Any other method that "informs" the employee.
- **Demonstrating compliance with training requirement.** It is important to document compliance with the training requirements. Keep a record of the dates that this guidance or other store procedures for handling universal waste are posted or distributed. You may also want to have the employee sign and date a record of the training.

ACCUMULATING LAMPS.

- **Containers.** All spent lamps must be placed in containers while in storage (and for shipment). Containers must be "that are structurally sound, adequate to prevent breakage, and compatible with the contents of the lamps." The original boxes in which the lamps were sold are acceptable if they are structurally sound and in good condition. The COUNTY will provide the following containers:

Attachment 5

- o Containers for all diameters of straight fluorescent tubes up to 4-feet in length;
- o Containers for straight fluorescent tubes from 4-feet to 8-feet in length;
- o Containers for straight fluorescent tubes up to 2-feet in length, U-bend tubes, circular tubes, and compact fluorescent lamps (CFL);
- o Containers for all categories of high intensity discharge lamps (HID), including Mercury Vapor, Metal Halide, and High & Low-Pressure Sodium lamps;
- o Containers with liners for all categories of broken lamps.

Additional containers may be obtained by calling the Tulare County Environmental Health Services contact at (559) 624-7400 to schedule a pickup.

- **Segregation.** It is important to properly segregate universal wastes into the proper packaging categories prior to placing. Refer to the attached guidance *SEGREGATING LAMPS THAT CONTAIN MERCURY* to properly identify, segregate and package each category of universal waste. Incandescent and halogen lamps are nonhazardous and may be discarded in the trash.
- **Containerizing.** Spent lamps should be placed into the appropriate container immediately upon arrival. Do not tape lamps together. This results in excess handling of lamps and additional charges. When the container is full, write the number of lamps placed within it on the outside. The container should then be closed to prevent lamps from falling out of it, and placed into the designated accumulation area where it will be safe from accidental breakage.
- **Labels.** Labels should be affixed to the spent lamps or the container of spent lamps as soon as spent lamps are generated. Each container of spent lamps must be labeled with one of the following: "Universal Waste-- Lamp(s)," or "Waste Lamp(s)," or "Used lamp(s)." The COUNTY will provide a supply of appropriate labels for all containers. Additional labels may be obtained by calling John Macedo at (559) 733-6441 extension 2824. The label may also be written on the container as long as it is clearly visible to persons entering the area.
- **Accumulation time limits.** You may accumulate spent lamps for up to one year prior to shipment to a recycler (or intermediary). You must be able to demonstrate that you are in compliance with the one-year time limit.
- **Recording accumulation dates.** Mark each container with the date that the first spent lamp was placed into the container.
- **Maintaining the accumulation area.** The accumulation area should be kept clean and free of obstacles and debris that could cause an employee to trip or stumble, breaking lamps.

LAMP TRANSPORT

- **Arranging for transport.** Call the Tulare County Environmental Health Services contact at (559) 624-7400 to schedule a pickup. The accumulated lamps will either be transported to the Visalia HHW Collection Facility by Tulare County Environmental Health Services personnel or we will have our contractor pick them up directly from your facility. The Tulare County Environmental Health

Attachment 5

Services will be responsible for complying with applicable Department Of Transportation requirements for labeling, marking, placarding, and shipping papers.

RESPONDING TO BROKEN LAMPS.

Everyone that works with fluorescent tubes and other lamps occasionally breaks one. The Universal Waste Regulations allow accidentally broken lamps to be cleaned up and the residue managed as universal waste alongside the intact spent lamps. If a tube or other lamp is broken, carefully sweep up the pieces and place them in a dedicated drum with a poly liner. If the public drops off broken tubes, handle them in the same fashion as lamps accidentally broken at the collection facility:

Cleaning up one or a few broken spent lamps:

- Gently sweep up debris with a small broom to avoid suspending the phosphor powders in the air.
- Place the debris in a lined, labeled container or drum. Keep the container closed except when adding broken lamps.
- DO NOT VACUUM broken lamp debris. Vacuuming will disperse mercury throughout the area in the exhaust from the vacuum.

Response to breaking a large number of tubes:

If a more serious incident breaks a significant number of spent lamps, it may be necessary to close off the area until cleanup is completed. If a box of lamps break, place the entire box in a plastic bag immediately. DO NOT open the box. Close and seal the bag.

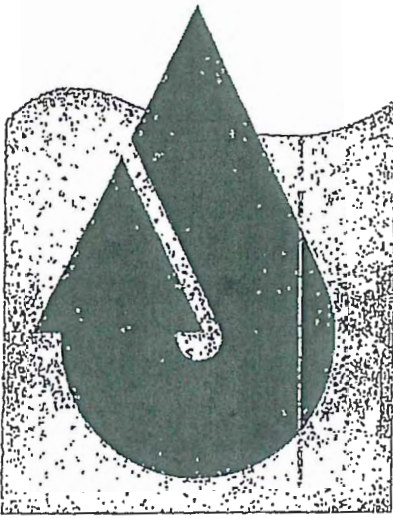
Figure 1. 18"x24" Stop! It's Illegal to Abandon Used Oil... Language: English and Spanish

STOP! IT'S ILLEGAL To Abandon Used Oil Or Other Hazardous Substances Outside This Facility   TO REPORT ILLEGAL DISPOSAL OF USED OIL OR OTHER HAZARDOUS MATERIALS AT THIS LOCATION, PLEASE CALL 1-800-698-6942 UNDER PENALTY OF LAW: U.S. CODE SECTIONS 25169.5 (a-c) and 25150.5 (a) AND PENAL CODE SECTION 3740	¡ALTO! ES ILEGAL Dejar Su Aceite Usado O Otras Substancias Peligrosas Afuera De Este Negocio   Para reportar cualquier disposici3n de aceite usado o otras sustancias peligrosas, por favor llame al 1-800-698-6942 BAJO PENA DE LA LEY: S8S SECCI3N DE C3DIGO 25109.5 (a-c) y 25250.5 (a) Y C3DIGO PENAL SECCI3N 3740
---	---

Figure 2. 9"x11" Stop!...Remember Used Oil Cannot be Mixed With... English and Spanish

STOP! Remember Used oil CANNOT be mixed with: 	¡ALTO! Recuerde El aceite usado NO DEBE mezclarse con: 
--	---

Figure 3. 24"x36" Informational and Symbolic; Language: English only



State of California Certified

Used Oil Collection Center

**Used Oil Accepted from
the Public at No Charge**

Recycling Incentive Paid for Used Lubricating Oil in
Containers During Business Hours from Members of the
Public Who Change Their Own Oil

Contaminated oil, or oil suspected of contamination may
not be accepted

For more information or complaints concerning this center
please call the California Integrated Waste Management
Board at 916-341-6457

Center Hours:

Center ID#

Figure 4. 18"x24" Symbolic; Language: English and Spanish

State of California Certified

Used Oil

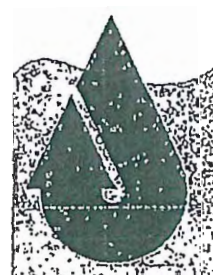


Collection Center

CALIFORNIA INTEGRATED WASTE MANAGEMENT BOARD

State of California Certified

Aquí Aceptamos



Aceite Usado

CALIFORNIA INTEGRATED WASTE MANAGEMENT BOARD

Figure 5. 11"x16" Recycle Used Oil Filters Here; Language: English and Spanish

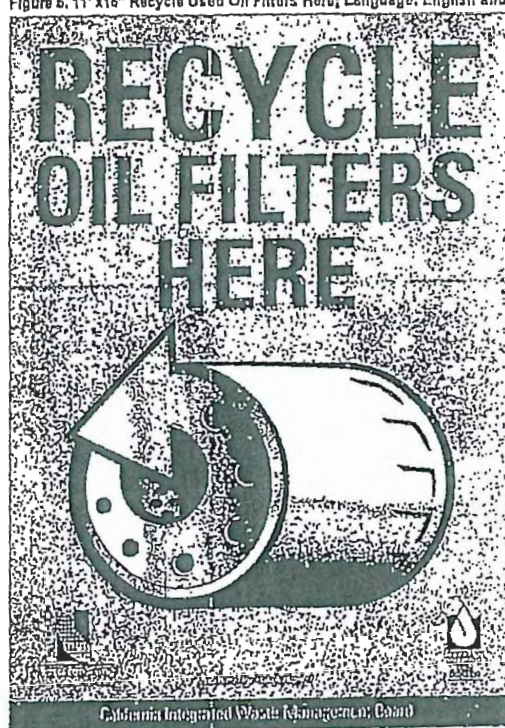


Figure 6. Persons Keep Out / Area De Almacenamiento De Desperdicios



**HAZARDOUS WASTE
STORAGE AREA
UNAUTHORIZED PERSONS
KEEP OUT**



**AREA DE ALMACENAMIENTO
DE DESPERDICIOS PELIGROSOS
PERSONAL NO AUTORIZADO
MANTENGASE AFUERA**

Product	Material	Size
H-38105	Material: Aluminum	Size: 14 x 10
H-39505	Material: Fiberglass	Size: 20 x 14
H-38605	Material: Plastic	Size: 14 x 10
H-90542	Material: Self Stick	Size: 14 x 10

Figure 7. Help Keep This Place Clean / Ayude A Mantener Esta Area Limpia



Product	Material	Size
H-38349	Material: Aluminum	Size: 14 x 10
H-39742	Material: Fiberglass	Size: 20 x 14
H-38850	Material: Plastic	Size: 14 x 10
H-90791	Material: Self Stick	Size: 14 x 10

Figure 8. No Smoking / No Fumar



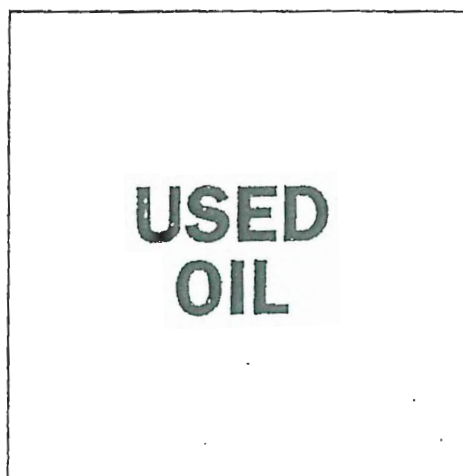
Product Information	
H-38420	Material: Aluminum Size: 10 x 14
H-39820	Material: Fiberglass: 20 x 14
H-38931	Material: Plastic: 10 x 14

Figure 9. No Smoking / No Fumar



Product Information	
H-39821	Material: Fiberglass: 20 x 14
H-38933	Material: Plastic: 10 x 14
H-90822	Self Sticking: 10 x 14

Figure 10. Used Oil Sign



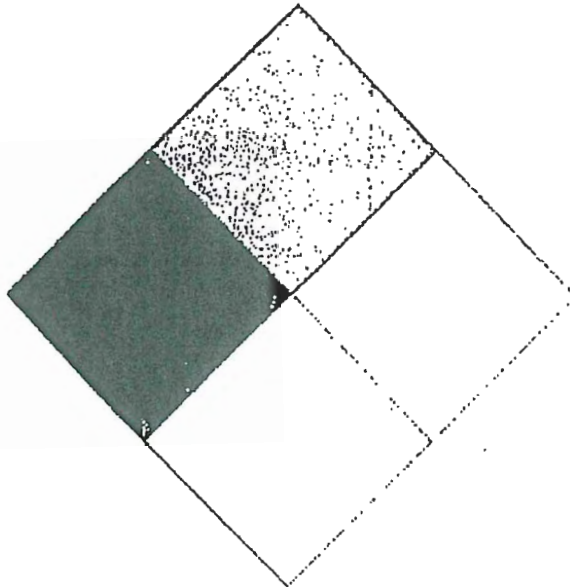
Product	Description
H-60350	Material: Aluminum Size: 10 x 14
H-43983	Material: Self Stick Size: 7 x 10

Figure 11. All Visitors Report To Site Office Sign



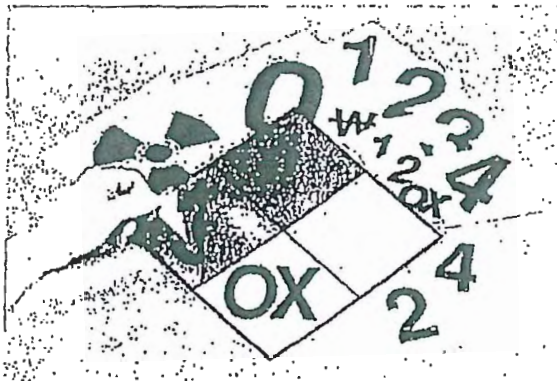
Product	Description
All Visitors Report To Site Office Sign	Material: Plastic Size: 18 x 24

Figure 12. Diamond Only-Magnetic Sign



The NFPA system is used for rating materials under emergency situations. This sign is printed on magnetic backing. It includes the distinctive NFPA diamond only. Sign measures 15" x 15". Sold per each.

Figure 13. 6" Clear Vinyl Numbers



Use these clear vinyl numbers to add hazard ratings to any NFPA sign. Each kit contains 3 each of numerals 0, 1, 2, 3, and 4 and one oxidizer, use no water and radioactive symbol. Available in your choice of sizes: 1", 2", 3", 4" or 6". Sold per kit.

EXHIBIT C

NON-PROFESSIONAL SERVICES **INSURANCE REQUIREMENTS**

CONTRACTOR shall provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the Agreement by the CONTRACTOR, his agents, representatives, employees and subcontractors, if applicable.

A. Minimum Scope & Limits of Insurance

1. Commercial General Liability coverage of \$1,000,000 on an occurrence basis, including products and completed operations, property damage, bodily injury and personal & advertising injury (occurrence Form CG 00 01). If a general aggregate applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit must be no less than \$2,000,000.
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, (any auto) of no less than \$1,000,000 per accident for bodily injury and property damage. If an annual aggregate applies it must be no less than 2,000,000.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

B. Specific Provisions of the Certificate

1. If any of the required insurance is written on a claims made form, the retroactive date must be before the date of the contract or the beginning of the contract work and must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
2. CONTRACTOR must submit endorsements to the General Liability reflecting the following provisions:
 - a. *The COUNTY OF TULARE, its officers, agents, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operation.*
 - b. *For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, agents, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, agents, officials, employees or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.*
 - c. *Each insurance policy required by this agreement shall provide that coverage shall not be canceled, except with written notice to the COUNTY.*
 - d. *CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of the CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.*

3. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the CONTRACTOR, its employees, agents and subcontractors. CONTRACTOR waives all rights against the COUNTY and its officers, agents, officials, employees and volunteers for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.

C. Deductibles and Self-Insured Retentions

Deductibles and Self-insured retentions must be declared and any deductible or self-insured retention that exceeds \$100,000 will be reviewed by the COUNTY Risk Manager for approval.

D. Acceptability of Insurance

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A-:VII and a Standard & Poor's rating (if rated) of at least BBB and from a company approved by the Department of Insurance to conduct business in California. Any waiver of these standards is subject to approval by the County Risk Manager.

E. Verification of Coverage

Prior to approval of this Agreement by the COUNTY, the CONTRACTOR shall file with the submitting department, certificates of insurance with original endorsements effecting coverage in a form acceptable to the COUNTY. Endorsements must be signed by persons authorized to bind coverage on behalf of the insurer. The COUNTY reserves the right to require certified copies of all required insurance policies at any time.

WAIVERS:

I represent and attest that I am a person authorized to make representations on behalf of the CONTRACTOR and represent the following:

(mark X if applicable)

☐

Automobile Exemption: I certify that _____ does not own nor use vehicles in the performance of the agreement for which this insurance requirement is attached.

☐

Workers' Compensation Exemption: I certify that _____ is not required to carry workers' compensation coverage or has filed an exemption with the State of California as required by law.

I acknowledge and represent that we have met the insurance requirements listed above.

Print Name _____ Date: _____

Contractor Name _____

Signature _____



CITY COUNCIL AGENDA – DECEMBER 17, 2019

SUBJECT: Authorization to Issue Request for Proposal for Consulting Services and a Comprehensive Solid Waste Rate Study

SOURCE: Public Works

COMMENT: The City of Porterville has worked diligently for many years to keep its solid waste rates lower than other municipalities and haulers in Tulare County. As the community has continued to grow, significant changes have occurred in the recycled products market, and state regulatory requirements have become increasingly stringent, the point of which has been reached at which the rates set in 2006 are no longer able to sustain operations. It should also be noted that the County of Tulare is considering increases to its landfill tipping fees, as well as the anticipated closure of the Teapot Dome Landfill, which will necessitate local refuse to be hauled further to the Woodville Landfill.

The Public Works Department is requesting authorization to issue a Request for Proposal (RFP) for Consulting Services to conduct a comprehensive solid waste rate study and related tasks intended to satisfy the requirements of Proposition 218 rate setting as applied to municipal solid waste service rates.

The services to be rendered under this contract would consist of, but not be limited to, assessing and evaluating the City's existing solid waste rates; computing and defining a fair and reasonable rate structure that provides cash flow needed to adequately fund the operating, capital improvements and regulatory compliance cost needs; assistance with the required protest ballot mailings, in both English and Spanish, to impacted customers and may include forensic support with respect to defending the rate methodology employed if the rates or rate structure are challenged legally.

Funding for this project is available in the 2019-2020 Solid Waste Reserve Fund.

RECOMMENDATION: That City Council authorize staff to issue a Request for Proposal for Consulting Services and a Comprehensive Solid Waste Rate Study

ATTACHMENTS: 1. Solid Waste Rate Study RFP

Appropriated/Funded:

Review By:

Department Director:

Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager



Date:

Subject: Request for Proposals for the City of Porterville– Solid Waste Rate Study

Attention: Ladies/Gentlemen

The City of Porterville ("City") is requesting proposals from qualified consultants to conduct a comprehensive solid waste rate study, to perform related tasks intended to satisfy the requirements of Proposition 218 rate setting as applied to municipal solid waste service rates, to produce a final report upon which City may legally approve its solid waste rate structures for five future fiscal years, and to provide detailed reports and information that the City may use to help financially manage the funds. The study will involve independently assessing and evaluating the City's existing solid waste rates; computing and defining a fair and reasonable rate structure that provides cash flow needed to adequately fund operating, capital improvement and regulatory compliance cost needs. Ancillary services will include assistance with the required protest ballot mailings, in both English and Spanish, to impacted customers and may include forensic support with respect to defending the rate methodology employed if the rates or rate structure are challenged legally.

Included in the study will be a rate survey of comparable municipalities within the greater San Joaquin Valley region that provide Solid Waste and Street Sweeping services to their communities. Also included will be a Route Study for the purposes of identifying potential changes to services that will increase service efficiencies. A Solid Waste Vehicle Impact Fee study will also be performed to identify an internal service fee to recover the additional damage and accelerated deterioration caused to the City's streets as a result of a Solid Waste operations within the city.

The study will be based on a comprehensive review and normalizing adjustments of the City's solid waste enterprise funds' historical statements of revenue and expense, current year budgets, customer counts, service types and classes, historical data, capital improvement plans, future planned growth of the City, and any other information reasonably required to create a rate structure that raises the needed cash and meets the requirements of Proposition 218.

BACKGROUND:

The City is a charter city incorporated in 1902. The City of Porterville is located in Tulare County and is located 17 miles east of State Route 99 approximately 70 miles south of Fresno and 50 miles north of Bakersfield. The City's incorporated area covers approximately 17.6 square miles and has a population of approximately 60,000. The City of Porterville solid waste department services the incorporated area of Porterville providing residential, commercial, and roll off services to the following:

- Approximately 14,076 residential can (side load truck) customers
- Approximately 1142 commercial bin (front load truck) customers
- Approximately 97 commercial roll-off box (roll-off truck) customers
- Up to 90 Temporary bin residential (front load truck) customers
- There are a few commercial accounts that have residential (side load truck) containers and service.

By City ordinance, the City is the exclusive hauler for all residential services and for all the commercial bin (frontload) services. Private haulers are allowed to haul hazardous materials for roll-off box use only.

The City's trash collection trucks haul their loads to the Tulare County Landfill Teapot Dome facility for disposal. The City's green waste and recyclable waste streams are taken to the City's transfer station where a contractor hauls the waste streams offsite for recycle.

Residential Operations:

Porterville's current residential refuse service is provided using two 96 gallon cans (black and green cans) and one 65 gallon can (blue can). The black can is for collecting trash, the green can is for collecting green waste/food compost and the blue can is for collecting recyclables. Each of the customers residential cans are serviced once per week.

Currently, there are 30 defined routes that are run each week. Each operator normally runs four routes in a week; four recycle routes, blue can, are run on Monday and two on Tuesday, four green waste routes, green can, are run per day on Tuesdays and Wednesdays. Seven trash routes, black can, are run per day on Thursdays and Fridays. Residential container maintenance and delivery activities occur Monday through Friday as needed to keep up with demand.

Residential Services are provided with the following resources:

Staffing:

- 1 shared supervisor position
- 2 shared Lead worker positions
- 8 residential operator positions
- 1 maintenance/delivery position

Equipment:

- Approximately 16,000 each of black, green and blue containers.
- 11 side load automated trucks.
- 1 - ½ ton pickup for delivery, removals and repairs.
- 1 - ½ ton pickup for supervisors.
- 3 flatbed trucks for deliveries, special hauls and alley clean ups.

Commercial Operations:

The City provides commercial solid waste collection including refuse, recyclables, green waste/ food compost. Service is provided with a variety of sizes of bins ranging from 2 yard to 6 yard. Commercial food compost is collected in 3 yard bins. The commercial front load trucks are all single compartment trucks carrying only one waste stream at a time and dump their loads at the appropriate facility as listed for the residential operations.

Front Load operations currently have 16 routes, three routes on each day Monday through Friday-and one route on Saturday each with 160 – 210 pickups daily. The front load operators also service up to 12 residential temporary bins (2 to 6 yard) per day during their regular routes. Roll Off operations pick up to 12 boxes in a given day.

Front Load Operations:

- 1 shared supervisor position
- 5 operator positions
- 2 shared lead worker positions
- A bin inventory of approximately 23 one yd; 210 two-yd; 760 three-yd; 450 four-yd; 40 six-yd bins
- 8 front loading trucks.

Street Sweeping:

The City provides street sweeping services to residential areas once a month. Downtown Porterville streets are swept once a week.

- 1 shared supervisor position
- 1 full time employee
- Residential, commercial, arterial streets, city maintained parking lots, paved alleys
- Approximately 660 miles of streets swept once a month
- 3 vacuum sweepers
- 1 broom sweeper

Roll-Off Operations:

- 1 shared supervisor
- 2 full time operator positions.
- A roll-off box inventory of approximately five 15-yd; ninety six 30-yd and nine privately owned compactor boxes.
- 4 roll-off trucks.

All operations share the shop area and equipment including forklifts, welding equipment and other miscellaneous maintenance equipment and parts. Commercial maintenance and deliveries are conducted five days a week during normal working hours for that operation.

Other Services or Operations:

- **Free Dump Day** – Two free dump day events scheduled each year in October and April where residents bring their debris and recycled materials to the City Corporation Yard. Residents can

dispose of trash, green waste, cardboard, concrete, metal and e-waste free of charge (for City residents only).

- **Christmas Tree Drop** - The program allows residents to drop off their used Christmas trees into 30-yard boxes at The City Corporation Yard for a two week period beginning the day after Christmas. The roll off containers are hauled to the green waste site at the Tulare County Landfill.

The City's solid waste utility is recognized as a self-supporting enterprise fund. Revenues are derived primarily from service charges and must be adequate to fund the City's operating, debt and capital programs.

PURPOSE OF THIS RFP:

The purpose of this document is to facilitate the selection of a qualified consulting firm to complete the tasks summarized in the first paragraph above and specifically defined in the **SCOPE OF WORK**, Attachment IV, which is incorporated here by this reference.

Consultants are urged to submit concise proposals that are appropriate to the scale of the project and include only items that are relevant to this specific project. The Fee Proposal shall be submitted in a separate sealed envelope marked "**Fee Proposal for Solid Waste Rate Study**".

The City reserves the right to reject any or all responses received as a result of this solicitation; to extend the submission due date; to modify, amend, reissue or rewrite this document; and to procure any or all services by other means.

The City will not be liable for any costs incurred by the consulting firms' incidentals to the preparation of proposals or for developing and carrying out interview presentations, if needed.

Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposals (RFP) and Sealed Fee Proposal unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the firm selected.

Payment of prevailing wages is not required for work under this RFP.

The following attachments are enclosed as part of the Request for Proposal:

- I. Proposal Requirements
- II. Selection Criteria
- III. Consultant Selection Rating Form
- IV. Scope of Work
- V. Agreement

Please mail or deliver your proposal so that it arrives on or before 3:00 p.m. on _____. Faxes or emailed proposals will not be accepted. Proposals that are not received on or before 3:00 p.m. on _____ will not be accepted. Late proposals will be returned to the proposer.

Questions regarding the information contained in the RFP document must be submitted in writing, by email or by fax, and addressed to:

City of Porterville
291 N. Main Street
Porterville, California 93257

Attention: Michael Knight, Public Works Director
Email: mknight@ci.porterville.ca.us
Phone: (559) 782 7590
Fax: (559) 782 8937

Sincerely,
CITY OF PORTERVILLE

Michael L. Knight
Public Works Director

CITY OF PORTERVILLE
RFP 19-xxx
ATTACHMENT I
PROPOSAL REQUIREMENTS

1. Proposal Format

To be considered responsive to this Request for Proposal, your submittal should specifically follow the Proposal Outline described in section 3 below. The body of the proposal, excluding Appendices, should not exceed 15 pages. A letter of transmittal, not to exceed two pages, should be included. As an Appendix, provide full resumes of the Project Team.

2. Proposal Submittal

Five (5) bound copies of the sealed proposals should be submitted no later than 3:00 p.m. Pacific Standard Time on _____ to:

City of Porterville
291 N. Main Street
Porterville, California 93257
Attention: Patrice Hildreth
Chief Deputy City Clerk

The sealed package shall be labeled with the name of the consulting firm and the name of the project, "RFP 19-xxx Solid Waste Rate Study."

The Fee Proposal shall be submitted in a separate sealed envelope marked "**Fee Proposal for Solid Waste Rate Study**". Provide complete summary of the estimated number of consulting hours, schedule of hourly rates for each classification, and the total not-to-exceed cost inclusive of ancillary costs, including travel required to fully accomplish the SCOPE of WORK described in **Attachment IV**.

3. Proposal Outline

The proposal shall be brief, precise, and shall not include unnecessary promotional material. The proposal shall include the following items and organized as follows.

- a. Letter of Transmittal: Describe your firm or team's interest and commitment in providing consulting services for the City of Porterville. An officer of the Consulting firm who is authorized to contractually bind the firm and to negotiate a contract with the City shall sign the letter. Provide name, title, address, email, and telephone number of this officer.
- b. Table of Contents: Each proposal shall include an index to the major topics contained in the proposal and all pages shall be numbered.
- c. Work Plan and Approach: Discuss your firm's understanding of the SCOPE of WORK and with regard to each SCOPE of WORK element, briefly confirm the tasks envisioned to accomplish the element. Describe the method for management of overall project costs, schedule, quality assurance/quality control, and other issues critical to this project.
- d. Deliverables: Briefly describe the expected deliverables to the City of Porterville.
- e. Key Personnel Background: Name, position, summary of qualifications, related experience and proposed responsibilities of project manager and key personnel. Resumes should be attached to the proposal in the appendices.

- f. Team Experience: Listing of solid waste rate studies performed within the last 5-years. Include the following information:
 - i. Clients name, point of Contact, addresses, and telephone numbers
 - ii. Description of study and year of completion
 - iii. Key personnel involved
 - iv. Cases in which the proposer has provided forensic support in a rate challenge case (do not include cases if doing so would compromise any confidentiality agreements or legal privileges).
- g. References: Provide at least three references (name, company title, address, email, and telephone number)
- h. Personnel Allocation: Consultant shall provide an estimate of the required personnel hours by task and job title in the proposal for the tasks described in the scope of services. This information is not meant as a fee proposal, but only an indication of the level of effort envisioned for completion of the project at hand.
- i. Cost: **In a separate sealed envelope**, provide complete summary of the estimated number of consulting hours, schedule of hourly rates for each classification, and total not-to-exceed cost inclusive of ancillary costs, including travel for the Scope of Services to be performed.
- j. **Contractual Requirements:**
 - Provide evidence that individual(s) submitting proposal are authorized to commit proposing firm for the completion of the work.
 - Provide any comments or exceptions to the City's standard Agreement.

4. Other Requirements

- A. A copy of the City's standard professional services agreement is attached for your information (Attachment V).
- B. The Consultant shall procure the insurance as specified in the Agreement. Please note, the City of Porterville, its officers, officials, employees, agents, and volunteers shall be listed as additional insured's on the general liability and automobile liability insurance policies.
- C. Business License: In accordance with Section 15-5 of the Porterville City Code, prior to the start of work, the contractor shall obtain a City of Porterville Business License. Additional business License information is available at <http://www.ci.porterville.ca.us/depts/Finance/BusinessLicense.cfm>. Current fee rates are available by contacting the City of Porterville at (559) 782-7457.
- D. Comments, if any, concerning the terms and conditions in form of contract included in Attachment VI. If no comments are made in the proposal, it will be assumed that Consultant will sign the attached contract.
- E. The City of Porterville reserves the right to reject any and all proposals; to waive any informality in any proposal; to select the proposal which appears from all consideration to be the most economical and advantageous to the City; and to make sure final selection and award for any other reason deemed to be in the best interest of the City of Porterville.

CITY OF PORTERVILLE
RFP 19-xxx
ATTACHMENT II
SELECTION CRITERIA

SELECTION PROCESS:

The RFP process will establish a ranking based on how each proposal meets the qualifications of the SCOPE of WORK, Attachment IV, which details the specific project and the City's requirements. The proposal shall conform to the Proposal Requirements (**Attachment I**). It is important that all listed items be included in the proposal. Proposals, which do not comply with all the requirements or the proposal deadline, may at CITY's sole discretion, not be considered. The City reserves the right, in its sole discretion, to reject any or all proposals, and to negotiate specific requirements and costs using the selected proposal as a basis.

The selected consultant shall be required to enter into the City's standard professional services agreement (**Attachment V**). All Consultants that respond to the RFP with no comments to the proposed agreement shall be assumed to have agreed to execute said agreement, **without changes**, which will be a condition precedent to being retained by the City.

At the conclusion of the evaluation and interview (or if a best-qualified firm is selected without the need for an oral presentation), the City will enter into contract negotiations with the top-ranking firm. If negotiations with the top-ranking firm are unsuccessful, negotiations will terminate and the City will undertake negotiations with the second-ranked firm. City staff will make recommendations to the Porterville City Council, which reserves the right to reject any or all proposals. The selection process will be completed when a contract is executed.

Furthermore, the City reserves the right to reject any or all proposals, and to waive any and all irregularities to choose the firm which, in the City's opinion, best serves the City's interests.

SELECTION CRITERIA:

- Proposed Work Plan and Approach and the degree to which they meet the requirements described in the SCOPE of WORK, Attachment IV.
- Familiarity with policies and procedures related to the work effort.
- Quality and completeness of the proposal.
- Relevance and conciseness of the proposal.
- Qualification relating to preparation of Solid Waste Rate Study.
- Qualifications and experience of staff.
- Personnel allocation.
- Completion of similar projects and references.
- Experience in forensic work in connection with solid waste rate legal challenges.

**ATTACHMENT III
CONSULTANT SELECTION RATING FORM**

CONSULTANT SELECTION RATING FORM		Rating Factor Numerical Range & Weighting Based on Importance of Factor	FIRM	FIRM	FIRM	FIRM
Project Name: Solid Waste Rate Study Date: 12/2/2019 Project Number:						
Evaluation Factor			Score	Score	Score	Score
a. Capability to perform all or most aspects of the project.	0-10					
b. Recent experience in projects comparable to the proposed 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:						
RANKING:						

Highest Possible Score = 100

**CITY OF PORTERVILLE
RFP 19-xxx
ATTACHMENT IV
SCOPE OF WORK**

1) Solid Waste Route Study

- a. A Route Study will be performed for the purposes of identifying potential changes to services that will increase service efficiencies. Included in this study will be a review and comparison of current routes and any proposed changes that will improve performance efficiencies and potential cost savings.
- b. Assess the efficiency of current and planned routing
- c. Assess opportunities for increased efficiencies in maintenance, customers and other operational and non-operational functions
- d. Review the effect of routing and efficiency changes in the event that the Woodville landfill re-opens and the Teapot Dome landfill closes within the five year rate window
- e. Review proposed equipment purchases and operational changes, including proposed methods of financing and its impacts on operational efficiency

2) Solid Waste Vehicle Impact Fee

- a. A Solid Waste Vehicle Impact Fee study will also be performed to identify an internal service fee to recover the additional damage and accelerated deterioration caused to the City's streets as a result of a solid waste operations within the city
- b. Evaluate the impact of the Solid Waste division's daily operations on the PCI of city streets in aggregate, as well as by category (arterial, collector, residential, etc)
- c. Assess the short term impacts at the end of five years after completing proposed street maintenance projects
- d. Assess the impacts of the street sweeping operations within the city to the maintenance of city streets

3) Operations and Management

The items listed below include technology considerations for the operation as a whole that the City is aware of and that shall be evaluated by the consultant. At a minimum, the consultant will evaluate the costs, efficiency and effectiveness of the following systems for the City's operations and provide recommendations on whether or not the systems would be cost effective and beneficial to the operation to implement, including both initial and ongoing operational costs. A major consideration for evaluation of these and any other systems recommended will be compatibility and integration; everything needs to work together as efficiently and seamlessly as possible.

- a. RFID tag identification system
This is an inventory and tracking system that can be put on each can, bin and truck,

maintains the container inventory and location of containers, along with providing immediate real-time information on servicing of each container. Using GPS, the system can identify the exact location of each can and immediately notify staff when a container was emptied, so customer calls about their can being missed could be immediately verified. The operator and staff would also know immediately if a container had been moved to a different address or location. The system must be able to provide a complete tracking and inventory of all solid waste container assets, over 100,000 cans and bins.

The consultant will evaluate costs, benefits and if recommended will provide a list of compatible system providers and develop logistics and a timeline for implementation.

- b. On board interior/exterior camera monitoring system
This system would be an integrated system on the trucks where a camera mounted in a conspicuous position in the cab could take video/pictures either manually or automatically of the interior of the cab or the exterior depending on circumstances. An example would be the camera would automatically come on and record activity in the cab if the truck braked hard or turned hard; another example would be the operator positioning the camera to take a picture of an overfull can that did not get serviced, and have that picture sent to the office to be downloaded and attached to the account and in a letter to the customer.
- c. On board truck scales.
Separate scales located on rear and front axles of truck. Scales would allow driver to see loaded weight on truck on a monitor mounted inside of cab as the driver is loading. This would allow driver to load truck to its full legal capacity and avoid taking partial loads to dump sites.
- d. Review and provide recommendations for modifying the City's current solid waste ordinance. Staff believes there are modifications that could be made to increase landfill diversion and provide better regulations requiring and/or providing for enforcement of required recycling for both residential and commercial accounts. The consultant is expected to review and evaluate the current ordinance and make recommendations for improving/updating the ordinance to be in line with current operations and operating environment.
- e. Upgraded field communications system
The current primary communication system for the field is narrow band two-way radios. The consultant will evaluate the feasibility of and provide recommendations for upgrading the primary field communications to new technology. Evaluation should include logistics and cost to implement and maintain.
- f. Mapping system
GIS mapping system, or equivalent for creating route maps with capabilities of outlining areas for residential, commercial, sweeping routes. Mapping system to also have capabilities to create route maps and publish on city web site for public to be able to see and print trash, recycling, green waste and sweeping service days.

4) Financial Plan

- a. Ten Year Financial Plan to provide the City with an understanding of its financial resources and obligations for the next decade, identifying probable surpluses and shortfalls so that management can plan for them. The Ten Year Financial Plan can be used to determine how the City will meet the challenges of implementing its vision and meeting its goals and commitments.
- b. A plan to ensure that the cash flows generated by the solid waste rates are adequate to maintain operations at current and reasonably anticipated service levels, meet capital

financing needs, and provide resources for compliance over the immediate five-year rate horizon and consider impacts to the utilities over a ten year consideration horizon.

- c. Advise the City as to best practices within the industry in connection with rate setting to generate the cash flows needed to achieve utility operations, capital repair and replacement, and capacity goals and improvements over the five and ten year horizons described above.
- d. Ensure that cash flows are adequate to meet any future debt that may be needed to finance capital improvements.

5) Rate Study

The rate study to be prepared as part of this work effort is intended to establish 5-year solid waste utility rates that will achieve the following objectives:

- a. Ensure that the cash flows generated by the utility rates are adequate to maintain operations at current and reasonably anticipated service levels, meet capital financing needs, and provide resources for compliance with all laws over the immediate five-year rate horizon and consider impacts to the utilities over a ten year consideration horizon.
- b. Implement rates for solid waste that fairly apportion costs between consumer classes, encourage diversion, enterprise fund capacity stability, and meet State of California mandates on the operations of solid waste utility.
- c. Assess the impacts the proposed Short-lived Climate Pollutants (SLCP): Organic Waste reduction legislation will have on the City's solid waste operation and provide the City with recommendations for program implementation, including but not limited to, establishing a utility rate adequate to maintaining the Organic Waste reduction operation, capital outlay, and additional personnel and/or vehicles as needed for the operation.
- d. Advise the City as to best practices within the industry in connection with rate setting to generate the cash flows needed to achieve utility operations, capital repair and replacement, and capacity goals over the five and ten year horizons described above.
- e. Ensure that cash flows are adequate to meet any future debt that may be needed to finance capital improvements.
- f. Review and advise City regarding adequate reserves for operations, rate stabilization, and capital improvements, and otherwise.
- g. Ensure that the proposed rates are in conformance with all applicable laws, including the provisions of Proposition 218, court cases interpreting these provisions, and court cases concerning the effects of Proposition on tiered rate structures.
- h. Survey regulatory requirements, review bond covenants to which each utility is subject, and review other contractual requirements and integrate provisions to

satisfy such requirements into the rate structure and rates generated from that structure.

- i. Review City's historical information (including without limitation the City's General Plans, Master Plans, consumption records, and financial records) and projected demand and deliveries and integrate into the rate structure and rates generated from that structure.
- j. Integrate all factors into the rate structure and resulting rates including, without limitation, inflation, other sources of cash flow (such as Development Impact Fee revenues, grants, and other inflows), and situational information.

6) Rate Setting Support Services

- a. Using information provided by City, address and mail notices, in both English and Spanish, to utility customers necessary to comply with Proposition 218 rate setting notice requirements.
- b. State extent to which proposer is willing and able to provide forensic support to City in the event of a legal challenge to the rates adopted by City which rely upon the Rate Study prepared by Consultant. This service is conditional upon City requesting, in City's sole discretion, that the retained Consultant actually provide such forensic support services.
- c. The rate model shall be prepared and provided to the City in Excel spreadsheet format. The model's construction shall be documented in a manner that allows the City to understand the formulas which are utilized, and how variables affect rate calculations. The City should be able to use the model in the future to evaluate actual performance against projections and to make adjustments as necessary. The model will be the property of the City and may be used by the City for any purpose.

7) Study Elements and Deliverables

Consultant shall develop drafts for City review and a Final Report in making its rate structure recommendations. The Final Report shall, at a minimum, explicitly include the following elements:

- a. Current Rate Structure Analysis: Assess the current rate structure's performance as a baseline for comparing recommended changes. Include in this analysis the operations of the Street Sweeping Division.
- b. Allocation and apportionment analysis: Assess the reasonableness of recommended solid waste rates for all types of customer classification including commercial and industrial.
- c. Rate survey and analysis: Develop a survey of rates of comparable municipalities within the greater San Joaquin Valley region that provide Solid Waste services to their communities. Utilize the rate survey as a comparable baseline for existing rates and proposed rates developed from the rate study.
- d. Diversion Impacts discussion: Assess and discuss the interaction between landfill diversion elements of the recommended rate structure and their likely impacts on tonnage deliveries.
- e. Elasticity and Sensitivity Analysis: Assess the ability of the revenue stream generated by the recommended rate structures to continue to fully fund solid waste service costs and other costs under the impacts of future water quality and environmental regulations and standards. Assessment is to include a sensitivity analysis where the long-term revenue

generated under each alternative as well as the current rate structure shall be illustrated when confronted with the impacts of growth, requirements under current and upcoming federal and state programs.

- f. Other Service Charges: Assess the existing customer service fee structure and identify other potential areas for service and system charges and recommend changes.
- g. Annual operating fund balance targets; target contingency fund balances and level of liquidity.
- h. Comprehensive Summary of Recommended Rate Structure: Assess performance of each recommended rate structure against current rate structure performance as baseline and provide recommendation on preferred rate structure.
- i. The allocation of cost centers between fixed cost and variable costs.
- j. Recommended record-keeping and accounting (cost pool): structural revisions to the chart-of-accounts that would constitute best practices in the utility industry and that would make future rate studies more accurate or less burdensome to prepare.
- k. Supporting Data: Provide data supporting conclusions and observations made for each of the areas above and site within study.

8) Presentations

- a. Meet with staff to discuss Consultant's recommended visions to the SCOPE of WORK that would be beneficial to producing a superior final product. Meet or confer with staff as needed throughout the engagement during performance of the Scope of Work.
- b. Attend up to four meetings with City Council at work sessions to present the interim status of the study, preliminary and final report and obtain their input.
- c. The consultant will provide guidance and advice to City staff to assure compliance with the Proposition 218 process as it applies to solid waste services. The consultant will include the preparation and completion of the Proposition 218 Notification (in English and Spanish) as a service to the City. It is the intent of the City to adopt the solid waste rates proposed at the conclusion of the Prop. 218 Public Hearing. Consultant shall be present at that hearing which will most likely take place at a regularly scheduled City Council meeting.
- d. Supply a time schedule for developing the preliminary and final reports, including Prop. 218 process noticing and hearing schedule. The final report shall be estimated to be delivered to the City by_____.

9) City of Porterville Responsibilities

- a. Furnish all reasonably available records and information, including financial reports, budgets, and tonnage data. Provide staff support and assistance as required and agreed to in advance of study.
- b. Provide the cash needs estimates for operating and capital requirements that cover the entire five and ten year planning horizons.

- c. Advise consultant of any and all circumstances involving the Utilities known to City that would reasonably impact Consultant's work in preparing the rate structures and maximum rates that result from use of that rate structure.
- d. Provide all other information in City's possession reasonably necessary for Consultant to complete the objectives of this Scope of Work.

SERVICE AGREEMENT

DATE:

PARTIES: City of Porterville, a California municipal corporation, hereinafter referred to as "CITY"; and (insert name), hereinafter referred to as "CONSULTANT".

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

Project Name: Solid Waste Rate Study 2019

Description of Project: In general, Consultant to provide comprehensive review of the City's Solid Waste rates and services for the Solid Waste Rate Study 2019. Details are summarized in the Scope of Work.

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

SECTION 1. CONTRACT SERVICES:

CONSULTANT hereby agrees to provide the following services and materials, in a timely manner as described in the Scope of Work, Attachment IV.

SECTION 2. PAYMENT:

In consideration for said services, CITY shall pay CONSULTANT on a time basis (and/or not to exceed _____ Dollars, (\$ _____)).

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

SECTION 3. COMPLETION DATE:

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

SECTION 4. FAMILIARITY WITH PROJECT:

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

SECTION 5. INDEPENDENT CONTRACTOR:

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

- (i) **Professional Liability Insurance**
Consultant shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of two million dollars (\$2,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.
- (ii) **General Liability**
Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Consultant's general liability policies shall be primary and shall not seek contribution from the City's coverage, and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies.
- (iii) **Auto Liability**
Consultant shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than one million dollars (\$1,000,000) per accident.
- (iv) **Worker's Compensation**
Consultant shall maintain Worker's Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.
- (v) **Indemnity for Professional Liability:**
When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, including the cost to

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

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

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

SECTION 6. WORKMANSHIP AND MATERIALS:

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

SECTION 7. ASSIGNMENT OF CONTRACT:

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

SECTION 8. AFFIRMATIVE ACTION.

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

SECTION 9. CONFLICT OF INTEREST CODE:

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

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

SECTION 10. TERMINATION:

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

SECTION 11. ENTIRE CONTRACT:

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

SECTION 12. DISPUTES; VENUE:

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

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

CITY OF PORTERVILLE

CONSULTANT

By _____

By _____

Date _____

Date _____



CITY COUNCIL AGENDA – DECEMBER 17, 2019

SUBJECT: Advanced Tactical/Liability Update Training

SOURCE: Police

COMMENT: During a recent Police Department training needs assessment, Department staff recognized the need for updated tactical and liability training for personnel assigned to the Police Department's Special Weapons and Tactics Team (SWAT). Periodic training is necessary to maintain a state of high readiness and to reduce liability for the SWAT Team.

Research was done by the Department's tactical commanders to locate certified advanced tactical training. Staff contacted one of the current training providers, Pinnacle Tactical Solutions Incorporated. Pinnacle Tactical provides world class law enforcement training nationwide to Federal, State and Local authorities and is fully capable of providing training in specialized tactical tasks and areas of liability, with the focus being to maximize safety and reduce liability.

The total cost to send the Department's entire tactical team to a forty (40) hour Advanced Tactical/Liability course in Sacramento, where Pinnacle Tactical is located, would be an estimated cost of \$26,091 when including tuition costs and additional travel expenses. Additionally, it would be spread out over the course of many months as the entire team could not attend at the same time.

After contacting Pinnacle Tactical, it was determined they could offer their forty (40) hour Advanced Tactical/Liability course in Tulare County. This course would be hosted by the Porterville Police Department and would allow all the police department's tactical operators to attend at the same time for a reduced training cost of \$7,156.80.

With the opportunity of the Porterville Police Department hosting this here in the city would have an estimated cost savings of approximately \$18,934.20. Department staff also contacted other local agencies and personnel from the Tulare County Sheriff's Department and Tulare Police Department indicated they would assign personnel to attend if the training was hosted locally. If this were to occur, then some of the cost would be borne by those agencies, thereby reducing the Police Department's cost.

The Department is requesting Council approval to enter into an agreement to host this course in Porterville, and that Council authorize a maximum expenditure of \$7,156.80. Again, this amount will be reduced dependent upon

the number of outside agency personnel who may attend.

The funds are available in the Police Department's General Fund training budget.

RECOMMENDATION: That the City Council:

1. Authorize the expenditure not to exceed \$7,156.80 from the Police Department's training budget for locally hosted Advanced Tactical/Liability Update training.

ATTACHMENTS: 1. Proposal - Porterville PD training

Appropriated/Funded: MB

Review By:

Department Director:

Eric Kroutil, Police Chief

Final Approver: John Lollis, City Manager



PROPOSAL

Submitted to:

Date: 10/10/2019

Porterville Police Department

350 N. D Street

Porterville, CA 93257

Attn: Brian Nix

Per department's request, the following training proposal is submitted:

Five (5) day block of SWAT Team Update/Advanced SWAT instruction, designed to meet the specific needs of the Porterville Police Department SWAT Team, and possibly members of the Tulare Sheriff's Department SWAT Team, at the discretion of Porterville PD.

Estimated cost as follows for above-described training evolution:

Two instructors @ \$500.00 per day X 5 days = \$5,000.00

Estimated travel expenses for above-described training evolution:

Mileage approximately 520 miles (R/T Sacramento to Porterville) @ \$.545 (IRS mileage rate) = \$ 283.40 X 2 = \$566.80

Lodging \$100.00/day (USG lodging rate) X 5 (Sunday – Thursday) = \$500.00 X 2 = \$1,000.00 (2 instructors)

Meals (actual cost not to exceed USG per diem rate of \$59.00/day (USG per diem rate) = \$59.00 X 5 days = \$295.00 (X 2 instructors) = \$590.00

Total travel expenses for two instructors to support above-described training: \$2,156.80

Total estimated expenses as outlined above for Option #1:

Training: \$5,000.00

Travel: \$2,156.80

Total estimate: \$7,156.80

It should be noted that the above proposal is an estimate only and may be modified by parties through further negotiation.

It should also be noted that Porterville Police Department will be responsible for providing weapons, ammunition and targets and will be responsible for any range and/or training facility fees to be incurred.

Please contact Brian Jones, Pinnacle Tactical Solutions, Inc., at telephone number (916) 865-8890 or by email at tacticaltraining.jones@gmail.com.



CITY COUNCIL AGENDA – DECEMBER 17, 2019

SUBJECT: HOME Investment Partnerships Program (HOME) Grant Application

SOURCE: Community Development

COMMENT: The City has received notice from the California Department of Housing and Community Development (HCD) for funding availability for new construction, rental projects, first-time homebuyer projects, and program activities under the HOME Investment Partnerships Program (HOME), with funding authorized by the Cranston-Gonzales National Affordable Housing Act of 1990. Under HOME, the HCD provides federal funding through specified recipients to conduct the following activities: (1) New Home Construction; (2) Acquisition of Existing Residential Units; (3) Rehabilitation of Existing Residential Units; and (4) Tenant-Based Rental Assistance.

The City is interested in submitting a \$400,000 application by the January 22, 2020 deadline for the continuation of the City's First Time Low Income Homebuyer Program (FTHB). Two and a half percent (2.5%) of the grant is allowed for general administration and another 6.5% can be utilized for activity delivery costs associated with the projects funded. The City is able to apply for this amount of funding since the typical 25% match requirement is, again, being waived for this round of funding.

In applying for these HOME funds, the City is taking measures to implement programs outlined in the State certified Porterville Housing Element, and the 2015 Five-Year Consolidated Plan.

RECOMMENDATION: That the City Council:

1. Adopt the draft Resolution approving the submittal of a HOME Investment Partnership Program (HOME) funding application for \$400,000 for continuation of the First Time Low Income Homebuyer Program;
2. Authorize the Mayor to execute all documents pertaining to the HOME program; and
3. Authorize the Community Development Director to execute, in the name of the City of Porterville, project drawdown requests, and all other administrative documents required by the California Department of Housing and Community Development or the U.S. Department of Housing and Urban Development for administration of the HOME program.

ATTACHMENTS: 1. Draft Resolution for HOME Grant Application

Appropriated/Funded: MB

Review By:

Department Director:

Jenni Byers, Community Development Director

Final Approver: John Lollis, City Manager

RESOLUTION NO. ____-2019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
AUTHORIZING THE SUBMITTAL OF HOME INVESTMENT PARTNERSHIPS (HOME)
PROGRAM FUNDING APPLICATION TO THE CALIFORNIA STATE
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT; AND IF SELECTED,
THE EXECUTION OF A STANDARD AGREEMENT, ANY AMENDMENTS THERETO,
AND ANY RELATED DOCUMENTS NECESSARY TO PARTICIPATE IN THE HOME
INVESTMENT PARTNERSHIPS PROGRAM

WHEREAS: The City of Porterville has an adopted, State certified Housing Element, an adopted Five Year Community Development Block Grant (CDBG) Consolidated Plan (2015), CDBG Action Plan (2019), that identify goals, policies, and programs to help in the provision and maintenance of affordable housing within the City; and

WHEREAS: Pursuing state and federal funding to assist in meeting the housing needs of low and moderate income households is one of the identified implementation strategies in these adopted documents; and

WHEREAS: The California Department of Housing and Community Development (hereinafter referred to as the “Department”) is authorized to allocate HOME Investment Partnerships Program (HOME) funds made available from the U.S. Department of Housing and Urban Development (HUD) to be used for the purposes set forth in Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, the federal implementing regulations set forth in Title 24 of the Code of Federal Regulations, part 92, and Title 25 of the California Code of Regulations commencing with Section 8200; and

WHEREAS: On October 31, 2019, the Department issued a Notice of Funding Availability announcing the availability of funds for rental new construction projects, first-time homebuyer projects, and program activities under the HOME program (the “NOFA”); and

WHEREAS: In response to the October 2019 HOME NOFA, the City of Porterville wishes to apply to the Department for, and receive an allocation of, HOME funds for program activities; and

WHEREAS: There is no match requirement for this funding application.

NOW, THEREFORE BE IT RESOLVED:

1. In response to the 2019 NOFA, the City of Porterville shall submit an application to the Department to participate in the HOME program for an allocation of funds not to exceed \$400,000 for the First Time Homebuyer Program within the city limits of Porterville; and

2. If the application for funding is approved, the City of Porterville hereby agrees to use the HOME funds for the eligible activities in the manner presented in the application as approved by the Department in accordance with the statutes and regulations cited above. The City of Porterville may also execute a standard agreement, any amendments thereto, and any and all other documents or instruments necessary or required by the Department or HUD for participation in the HOME program.

BE IT FURTHER RESOLVED: The City of Porterville authorizes the Mayor or his/her designee to execute, in the name of the City of Porterville, the application, the Standard Agreement, and all other documents required by the Department or HUD for participation in the HOME program, and any amendments thereto. The City of Porterville also authorizes the Community Development Director or his/her designee to execute in the name of the City of Porterville project drawdown requests, and all other administrative documents required by the California Department of Housing and Community Development or HUD for administration of the HOME program.

APPROVED and ADOPTED this 17th day of December, 2019.

Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk



CITY COUNCIL AGENDA – DECEMBER 17, 2019

SUBJECT: Request for Approval to Award a Contract to Revize to Redesign the City Website and Provide a Modern CRM Website Experience

SOURCE: Finance

COMMENT: The City's website is 16 years old, is not ADA compliant, nor does it meet the standards for a modern Customer Relationship Management (CRM) website. A new CRM website will be more user-friendly and support features that today's users expect such as social media integration, GIS integration, and mobile-friendly.

Staff requested proposals from several website developers and received the following three (3) proposals.

Municode \$34,500 for website design, development and implementation
\$7,500 for annual hosting and maintenance

Granicus \$23,000 for website design and implementation
\$7,600 - \$8,797.95 for years 2 to 5 annual hosting and maintenance (with first year free)

Revize \$7,000 for website design and implementation
\$5,990 for annual hosting and maintenance
(with free website design refresh after year 4 of service)

The website committee which consisted of representatives from the City's Departments viewed a demonstration from each proposer and chose Revize to design and develop the City's website.

Revize will provide a CRM ready site, migrate website content to the new website and add modern mobile-friendly functionality. Revize estimates that the website redesign will take approximately 4-6 months from the initial start of the project.

Staff requests City Council approval of a 5-year contract with Revize for the City's website development. The FY2019-2020 capital projects budget includes \$35,000 for the website redesign with funding from the General Fund infrastructure deferred maintenance/improvement designated fund and the Water Replacement Fund. Staff will use the remaining balance for future website enhancements, if necessary. Funds for the recurring cost for the annual hosting and maintenance will be redirected from the existing website hosting

vendor.

RECOMMENDATION: That the City Council approve a 5-year agreement with Revize for the City website redesign and development at an initial cost of \$12,990 and an annual recurring cost of \$5,990.00 for years 2 through 5.

ATTACHMENTS:

1. Revize City Website Proposal
2. Granicus City Website Proposal
3. Municode City Website Proposal

Appropriated/Funded: MB

Review By:

Department Director:

Final Approver: John Lollis, City Manager



The Government Website Experts

MUNICIPAL WEBSITE PROPOSAL FOR City of Porterville, California

Prepared by Joseph J. Nagrant
150 Kirts Blvd., Suite B, Troy, MI 48084
Ph: +1 248-766-9562 Fax: +1 866-346-8880
www.revize.com December 9, 2019
Pricing good for 30 days

Revize is a Minority Owned Business



Dear Ted Williams, and the Porterville City Council,

Thank you for considering Revize as your web development partner. For nearly two decades, Revize has been a leader in providing high quality, government-compliant web solutions. Located in Troy, Michigan we have launched hundreds of government websites nationwide, including nearly 200 right here in Michigan, a myriad of industry awards and hundreds of satisfied clients stand as testament to the quality and value of our work.

Every member of the Revize team understands that your website is more than a website. It's a valuable resource that can help you build a better community.

Visitors are drawn to websites that are appealing yet functional, user friendly with a plethora of services, and accessible on a wide range of devices. A Revize website will allow your residents and businesses to easily fill out and submit documents, review and pay bills and taxes, perform searches to answer frequently asked questions and perform a suite of other tasks that would otherwise require staff assistance. What's more, a Revize website will enable you to increase staff productivity and decrease costs by reducing off-line departmental operations.

Some of our great clients in include:

- The City of Largo, FL www.largo.com
- The City of Burlingame, CA www.burlingame.org
- Flagler County, FL www.flaglercounty.org
- The City of St. Petersburg, FL www.stpete.org
- The City of Cedar Rapids, IA www.cedar-rapids.org
- And Many More!

We will work closely with you to design and develop a dynamic, functional and easy to navigate website that will perfectly fit your community. Then we empower you to control your digital presence with the industry's best administrative management applications. Revize training ensures that your team has the skills needed to expertly update and manage website content and delivery.

Government clients select Revize because we can help them

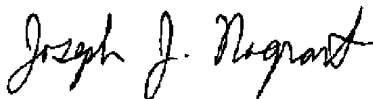
- Effectively engage residents.
- Enhance their web presence and build an online communications center.
- Empower non-technical web content editors and administrators to easily execute changes.
- Implement a scalable solution that allows them to affordably grow their web presence for the long term.

“Revize Websites build engagement
with your constituents.”

We have worked hard to establish a reputation for creating online community websites that engage, inform, and increase participation of your community. With our help, your community’s website can serve your residents better, inspire them more, and get them actively involved in your municipal government.

Please contact me if you have any questions at all.

Sincerely,



Joseph J. Nagrant
Business Development Director
+1 248-766-9562
Joseph.Nagrant@revize.com

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Executive Summary

Thank you for considering Revize Software Systems for your new website project. We understand the importance of this undertaking and know how motivated your government/community is to selecting the right vendor; one who will work with you through all the steps required to build the perfect website featuring a plethora of high quality online services that your constituents will want to use regularly. In more than two decades of working with government leaders, as well as through nationwide surveys, we have learned that the key to choosing a website vendor is finding the right balance between the total cost of the solution and the quality of the design, online apps and user functionality. In simpler terms, you need a solution that works for you and serves your constituents.

About Us

Having launched nearly 1,500 government clients nationwide, Revize Software Systems is one of the industry's leading providers. We credit our rapid growth to our 20-year track record of building award-winning government websites and content management systems. When you work with Revize, you're not just a client, you become part of the Revize family and will receive the service and support you need and expect! We are among the most highly respected government website experts in the United States and we proudly stand by our work.

Our Innovative Responsive Web Design (RWD) and Web Apps

Revize has been a pioneer in implementing the latest trends in design by using Responsive Web Design (RWD). This technology ensures that site visitors have an optimal viewing experience — easy reading and navigation with a minimum of resizing, panning, and scrolling — across a wide range of devices, from desktop monitors to mobile phones. RWD provides flexible and fluid website layouts that adapt to almost any screen. When you implement a dynamic new website powered by Revize, you will not only get an outstanding look, layout and navigation, but you also receive 24/7 access to our Government Communication Center for residents, business and visitors.

Here you will find the communication tools you need such as

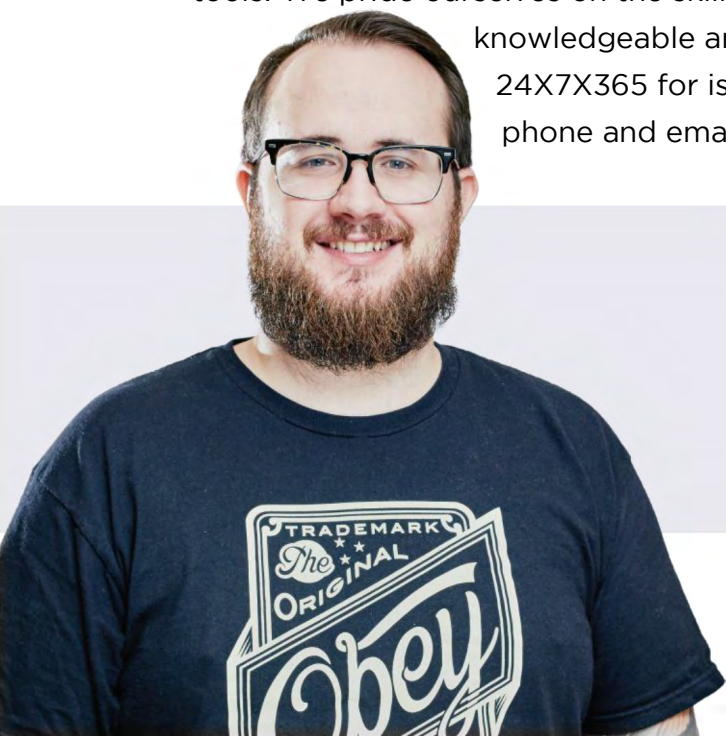
- Public Service Request App
- Calendar of Events
- E-Notification Modules
- On-Line Payment Portal
- Facilities Reservations
- News Center with Facebook/Twitter Integration
- Emergency Alerts
- Online Forms / Survey Tools
- E-Newsletter Applications
- Job Posting and Tracking Module
- Public Records Request Track

Our Award-Winning Government CMS

Revize is renowned as a leader in providing practical, high-value, easy to use content management software Government CMS. This simple-to-use yet powerful solution enables clients to manage their online presence with high functionality and style. With applications such as an online document center, public service request app, public records request tracker, agendas and minutes, frequently asked questions and more, Revize ensures that our clients have the tools they need to make information and services available for website users at the click of a mouse.

Quick Deployment, Personalized Training and Support

Revize addresses time concerns by completing websites in considerably less time than our competitors. And because our software is so easy to use, we are also able to effectively train our clients in less than half the time it takes our competitors. Our training program is customized based on each client's needs, and we provide hands on training the way you want it - either onsite or off site through web conferencing tools. We pride ourselves on the skills of our support staff, who are responsive, knowledgeable and helpful. Our online support portal is available 24X7X365 for issue tracking and management. We also provide phone and email support during regular business hours.



Did you know?

Our technical support staff are trained developers. When you call for tech support, you'll be speaking to staff with direct knowledge of development!

Company Profile

FOUNDED

1995

HEADQUARTERS150 Kirts, Suite B
Troy, MI 48084**PHONE**

248-269-9263

WEB SITEwww.revize.com

Revize Software Systems was founded in June, 1995 as a "new media" development company specializing in the creation of interactive web design, multimedia content delivered on CD-ROM, and video production. Since then, Revize has made an unsurpassed name for itself in the web/internet industry as THE master of government website design, which remains our specialty. We now boast more than 1,500 clients in North America and have created acclaimed website designs for hundreds of municipalities and counties, as well as government departments and agencies. In September, 1996 as the Internet was becoming a world-wide reality, Revize began developing a Web Content Management System (CMS) for the government market to enable non-technical contributors to quickly and easily update content on their websites. The result was the creation of our state-of-the-art Revize Government CMS. Our mission has always been to enhance the communications of government organizations nationwide with their varied and valued audiences. This is based on our vision statement, which reads:

“The empowerment of people
through simplified information
management technologies.”

Focused exclusively on creative web design, government web apps and content management technologies, Revize continues to invest in its technology, continually adding new capabilities and features that manifest our vision. While many municipalities choose Revize to develop and cost-effectively manage their website

content, clients also use Revize as an information-sharing platform. Our suite of Revize Government web-based solutions has proven valuable as a powerful technology that empowers clients to build and maintain sophisticated web sites, all while using the Internet and internal Intranets/Extranets to acquire, analyze, process, summarize and share information – ensuring that the right people always have the right information at the right time.

“We are proud of our award winning web designs, technologies, continued innovations to build government centric modules and apps, web content management, training and support capabilities. We are especially proud of being recognized as one of the industry’s top government website experts and innovators. We are committed to pursuing the continued evolution of all our services to provide increased value to our government clients.”



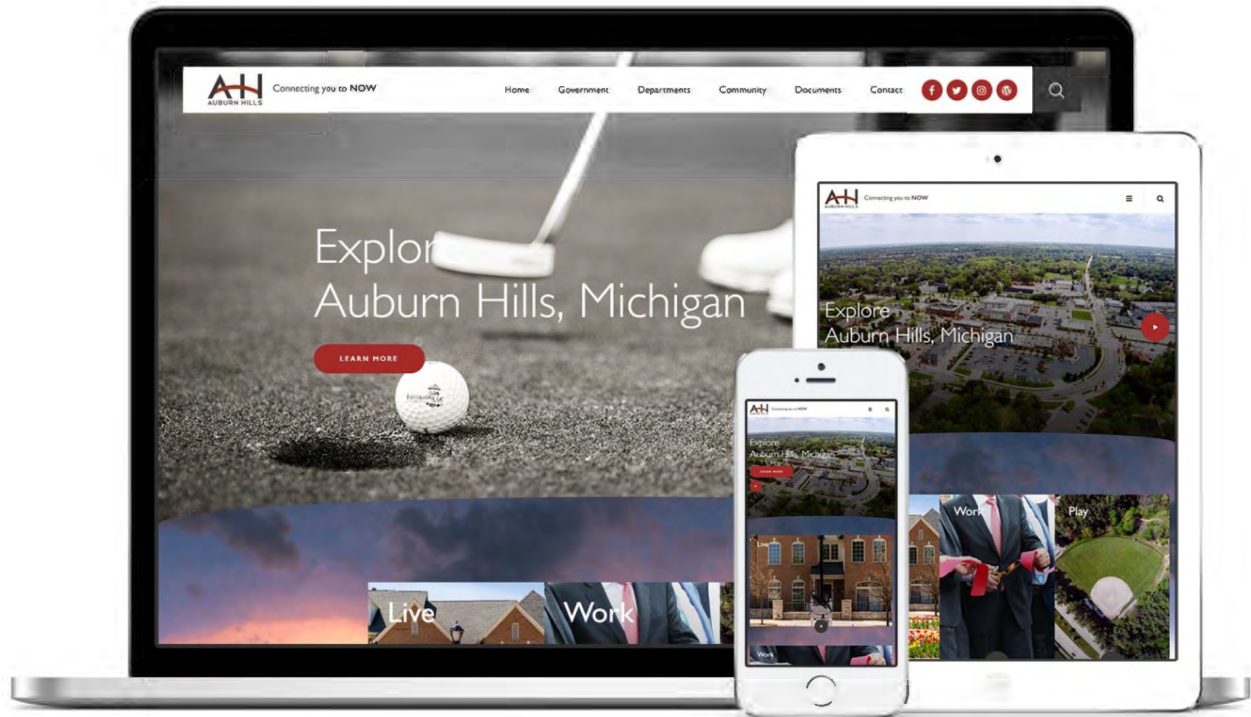
Did you know?

Revize has won national awards for our websites!

Government Project Experience

Auburn Hills, Michigan

www.auburnhills.org



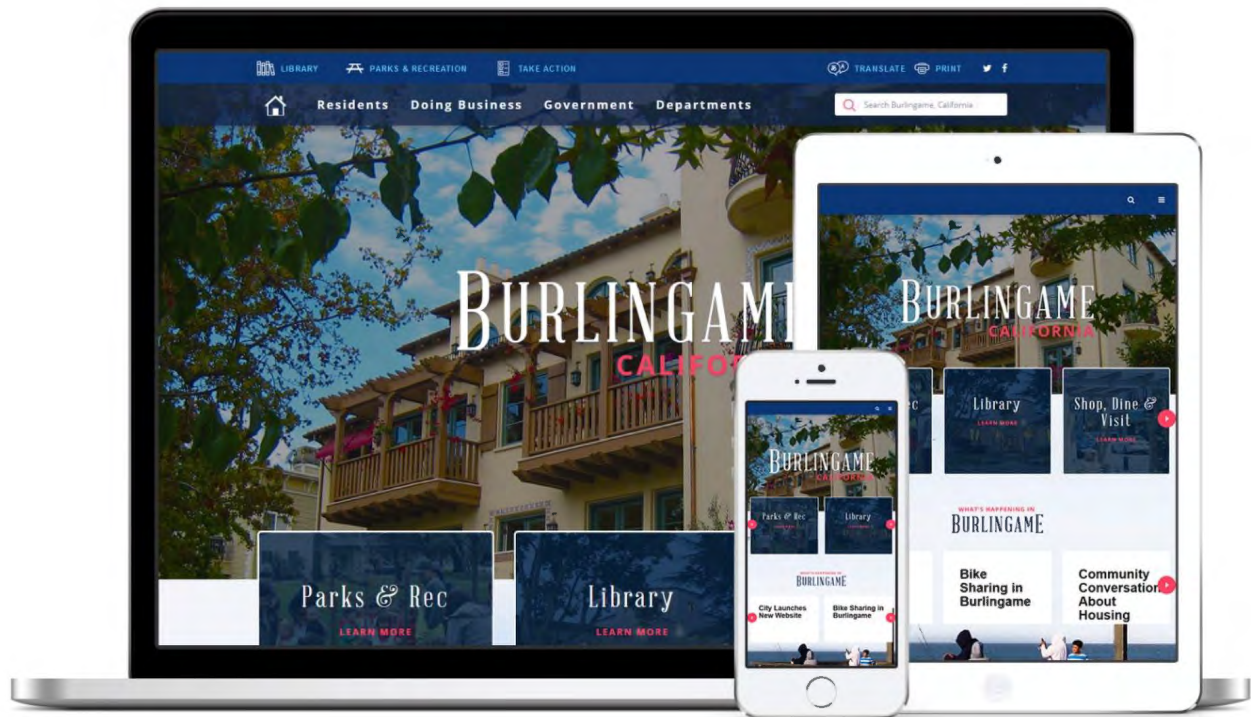
Details:

Another longtime Revize client, Auburn Hills is now up and live with their newly redesigned site. Auburn Hills wanted to rebrand themselves with website design that showed off their great residential environment as well as promote its resources to handle large Corporate World Headquarters and universities. Auburn Hills is known as the home base for Fiat Chrysler Automobiles. Revize create a personal custom design that shows the particular personality of this fine city while creating an information environment for residents to get any piece of information directly from the home page. This website design incorporates all the resident engagement features a city could ever want from a traditional documents center, FAQ center to Social Media walls. Users will notice that they can easily find the most important online services without having to search through line after line of text.

Government Project Experience

Burlingame, California

www.burlingame.org

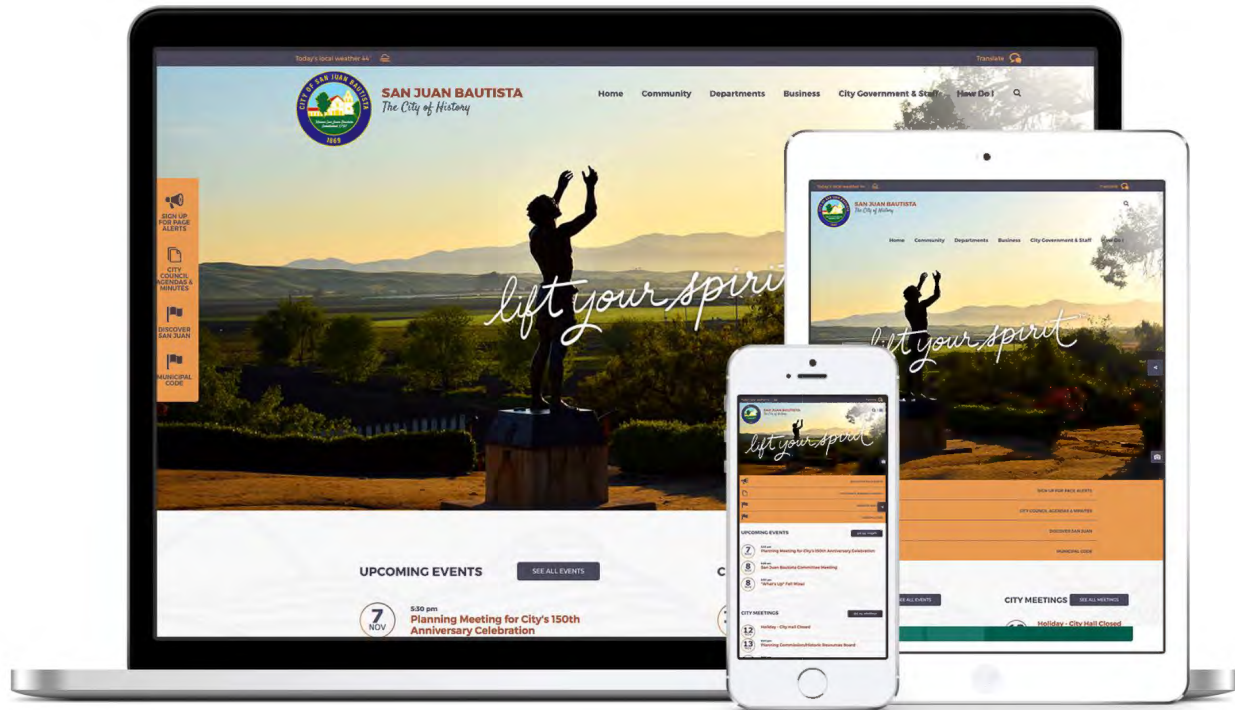


Details:

The City of Burlingame is a City of over 31,000 residents about 17 miles south of San Francisco. Burlingame has many departments with varying levels of needs on the website. The success of any city website relies on balancing these departmental needs, whilst showcasing a unified vision. In this website, we did just that. While respecting the City's history, we also designed the site to towards innovation. Users will notice that they can easily find the most important online services without having to search through line after line of text. All 3rd party applications are integrated in a way that was right for each particular department. This website is the perfect mix of functionality and design!

San Juan Bautista, California

www.san-juan-bautista.ca.us

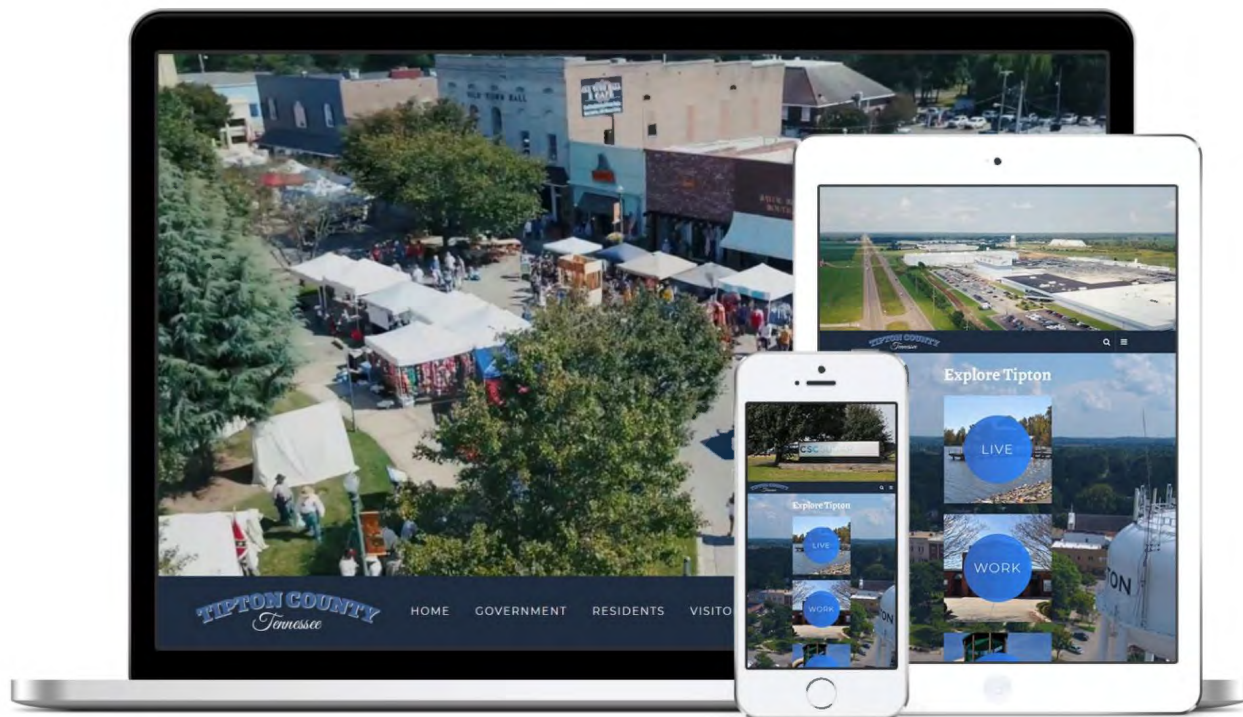


Details:

The City of San Juan Bautista is a new Revize client with a population of 1,917. This website was recently redesigned in 2018 to highlight all of what the City has to offer. The design does not overburden the user with too much content. It separates that content into different focus areas. This lets the residents get information in a way that is much more of an experience. The straightforward news and events feature images that promote click-through. The detailed Mega Menu navigation allow a web visitor to get to any web page in the website in One Click. With the Revize CMS this City is able to quickly and easily update the website in just a few clicks!

Tipton County, Tennessee

www.tiptonco.com



Details:

Tipton County is located on the Mississippi River north of Memphis and is one of the fastest growing counties in the state. Because of this fact, the website needed to refocus its attention. In addition to resident services, this website has a focus on economic development. To achieve this, we started off by integrating a drone video. That video instantly showcases the growth in industry that Tipton is experiencing. **Using video in this manner increases resident return visits by 59% and 93% of first time visitors watch the entire video.** As you scroll down the website, this business-friendly atmosphere is intertwined with resident engagement features. Each department has their own icon that is used to identify them uniquely. The interior pages have distinctive features that make them stand out as if they were stand-alone websites. With its service for residents and its appeal to the business community, this is the next generation of government websites.

The Village of Glencoe, Illinois

www.villageofglencoe.org



Details:

The Village of Glencoe is beautiful community on the shores of Lake Michigan just north of Chicago. This website brings together an amazing design with a full suite of web apps to engage Village residents. Smooth transitions from the home page to interior pages of this website allow users to find exactly what they are looking for easily. The Revize Public Service Request App, Village Manager's Blog, fillable online form database, and a high traffic featured news and headlines area round out this website!

The City of St. Petersburg, Florida

www.stpete.org

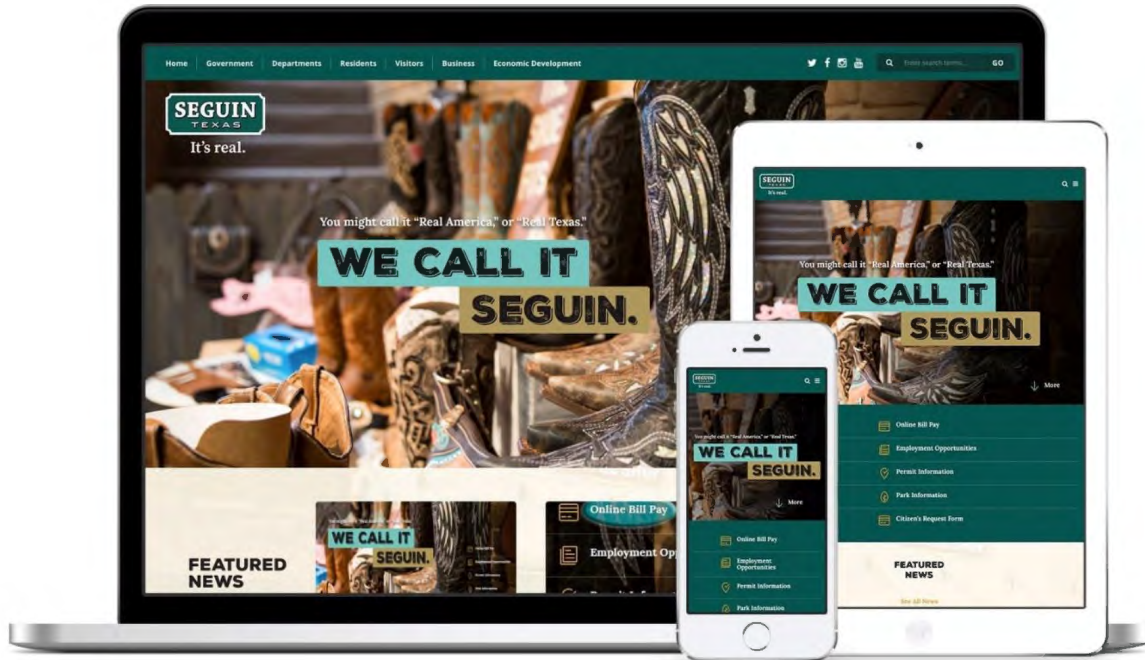


Details:

St. Petersburg is an iconic City in Florida with something to offer everyone. We wanted to make sure their new design was something special for their residents to use on a daily basis. We had a design discovery meeting going over the designs they felt would show off their municipality in the best light. We used our Resident Usability study results to lay out the Home page where a resident can get anywhere on the website in one click in a majority of all cases. Their staff was with us every step of the way. Inner pages are flexible to allow departments to have dedicated pages with a cohesive feel across all pages. This website is an elite representation of the power and beauty of the Revize process.

The City of Seguin, Texas

www.seguintexas.gov



Details:

The City of Seguin, Texas is a clear example of how we adapt to our clients' needs and custom tailor our process. During our on-site discovery meeting in Seguin, we determined that, in addition to the city website, there were some overarching goals of economic development and increasing the library's presence online. Therefore, instead of "shoehorning" those departments in the main City website, we built a new City website, EDC website, Visitors website, and Library website, all with a similar brand but a unique design. Our focus is to help achieve the goals of our clients. While we cannot guarantee this type of addition, we are always looking for ways to deliver more than our clients expect!

- www.seguintexas.gov
- www.seguinedc.com
- library.seguintexas.gov
- www.visitseguin.com

Government Account References

Client: City of Wylie, TX

Craig Kelly, Public Information Officer

Office: (972) 516-6016

Email: craig.kelly@wylietexas.gov

Website: www.ci.wylie.tx.us

Client: San Juan Bautista, CA

Todd Kennedy, Associate Planner

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Email: cityplanning@san-juan-bautista.ca.us

Website: www.san-juan-bautista.ca.us

Client: Pittsfield, MA

Scott Connors, IT Administrator

Phone: (413) 499-9405

Email: sconnors@pittsfieldch.com

Website: www.cityofpittsfield.org

Client: Village of Glencoe, IL

Laura Boll, Management Analyst

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Website: www.villageofglencoe.org

Client: Tipton County, TN

Shawn Anderson, GIS Director

Phone: (901) 476-0234

Email: sanderson@tiptonco.com

Website: www.tiptonco.com

Client: City of Seguin, TX

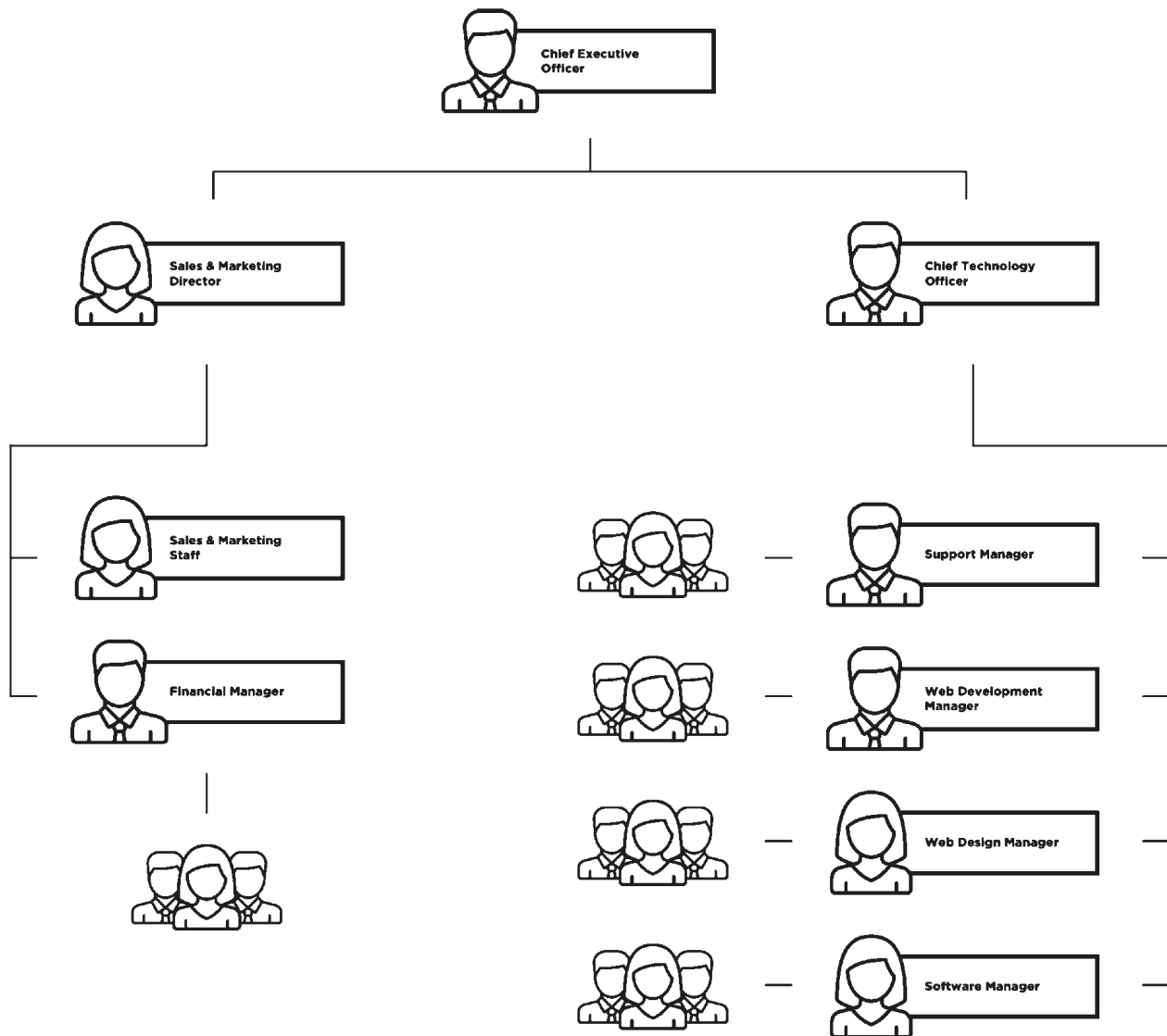
Morgan Ash, Public Information Officer

Office: (830) 386-2590

Email: mash@seguintexas.gov

Website: www.seguintexas.gov

Revize Organization Chart



Why Choose Revize?

We Have Government Specific Experience and Outstanding Client Testimonials

You can rely on Revize and our 20 years of experience building and maintaining websites for municipal, county and government agencies of all sizes throughout North America, to deliver a customized site design that improves layout, navigation, usability and content. Using Revize ensures that your website will be reliable, W3C and ADA compliant, and allow for easy integration with existing or future web applications and third-party software. But there's no need to take our word for it -- we encourage you to peruse our massive file of testimonials from our many satisfied clients.

We Will Build a Government Communication Center that Works for Your Community!

The Revize website design, Government CMS and interactive tool sets have been developed exclusively for our government clients to help them effectively communicate with their key target audiences such as residents, businesses and visitors. Some of our most popular website and Government applications and modules include: a new and improved Online Calendar, the comprehensive Forms Center, our News Center with real-time social media connectivity, Emergency Alerts, E-Notifications, Citizen Request Tracker, Parks & Shelter Reservations System, Document Center, and Online Payment Portal.

**“We Build Superior Technology
into Every Website with CMS
Performance & Reliability That’s
Second to None.”**

What sets Revize apart from other companies? Revize's superior technical architecture, unsurpassed staff expertise and highly effective publishing engine provide our government clients with the most reliable website solutions in the industry today. By ensuring our client's data security and providing redundant server architecture and back-up data centers, Revize has a nearly 100% up-time rate. Plus, our clients never have to worry about data loss or data corruption because of our instantaneous back-up process and our data center's tape back-up processes. Revize believes that investing a higher percentage of our profits into our technology and security makes us the best choice for the short and long term for governments seeking the best value for their community's website.

“We Always Provide Knowledgeable, Friendly and Responsive Service!”

All this, and a reliable IT partner too! Our website development is superior, and our Government CMS and suite of online apps is easy to learn and administer, but our 24/7 technical support will also be there for you to help you get over the hurdles! Our technical support team is widely considered to be among the industry's best. We also provide a sophisticated backup infrastructure which allows us to guarantee 99.99 percent uptime. Plus regular updates and improvements to ensure that your site will remain current with industry standards and keep running smoothly for years to come. The Client Owns the CMS License and the Code!

We often hear the question: “What happens if we want to move the website to another vendor? Do we lose all access or any of our website data?” The answer is 100% NO! As our client, you own the template source code, the CMS, and any data that you put onto the website. We understand that clients may come and they go, but we always make sure they know they are just as important to us at the end of our tenure as they were at the beginning. If you decide to run the CMS in your own server, we can transfer the CMS license and software to your server as you own the license and you can run it from your server as long as you want.

Top Ten Reasons Why Revize gives you the Greatest Value!

- Modern, timeless and unique website design integrated with online Government apps
 - On-time delivery
 - Competitive pricing
 - Responsible stewardship of the organization's stakeholders
 - Full functionality to update and manage your website
 - All the tools/apps needed to increase communications with citizens
 - An easy CMS to train employees quickly
 - Extended phone and email support
 - Unlimited Upgrades: Revize provides unlimited FREE upgrades to new and existing modules at no additional cost to you.
 - Unlimited Upgrades: Revize provides unlimited upgrades to new and existing modules at no additional cost to you. Once you invest in Revize, you will receive free upgrades and feature enhancements for life.
-

“The Revize responsive website design is second to none for us providing an excellent experience for the growing number of residents, visitors and businesses accessing WylieTexas.gov on mobile devices. Our website’s progressive look captures the vibrant culture of our community.

— Craig Kelly, Public Information Officer, City of Wylie, TX



Did you know?

Revize CMS is one of the most advanced CMS in the government web design industry with over 15 years of development.

Awards & Accolades

We were thrilled with the outcome of our website redesign project. The Revize team was professional and responsive throughout the process.

- Tori Mathes, Media Communications, City of Auburn Hills, MI



The Revize Solution

Project Planning and Setup

What makes Revize unique in its project approach and experience is our thorough preparation for each individual community combined with the range of website deployments and creative, customized fit we implement for each client. From small to large, rural to urban, the Revize project management process guarantees a perfect fit between the concept of the deployment and the expectations of the client's level of engagement preferences.

We don't use a "one size fits all" approach because it doesn't make sense.

However we do use a standard, proven effective process methodology. Each client is unique and we tailor our process to fit their unique needs. For as long as you are our client you will have staff dedicated to your account and access to an on-line portal for communication, design process and on-going support.

Dedicated Accounts Manager: Your dedicated Account Manager will handle all issues related to your contract, pricing, future product add-ons, and general account satisfaction. During the initial kick-off meeting, your Account Manager will introduce you to the team, explain roles and responsibilities, and place you in the very capable hands of your Dedicated Project Manager and Designer.

Dedicated Project Manager: Your dedicated Project Manager will handle all issues related to the website design, development, navigation, content, training, timelines and deliverables, as well as ensuring that feedback and communication occurs promptly in order to keep the project on-track. Also, the dedicated project manager will be the point of contact for any future technical support or issues that need to be addressed during the deployment and post deployment of the site.

24/7/365 Project Portal Access: From day one, your project and on-going support is tracked in the Revize On-line Project Portal. The main point of contact you select for the project will receive an invitation to register, including setting up a secure user name and password. The Project Portal serves as a communication tool for any matter pertaining to your website design, development and on-going support even after your website is launched.

“We guarantee the best support in the industry
that’s 24/7 365 by the trained developers &
technicians”



Did you know?

Revize will provide a project portal that allows you to check in on the status of your project at any time!

Timeline

Project Timeline		
Phase	When	Duration
Phase 1: Initial Meeting, Communication Strategy, SOW	Weeks 1 thru 3	3 Weeks
Phase 2: Discovery & Design	Weeks 4 thru 8	5 Weeks
Phase 3: Template Development, CMS Integration	Weeks 9 thru 11	3 Weeks
Phase 4: Module Setup	Weeks 12 thru 14	3 Weeks
Phase 5: Custom Development	Weeks 15 thru 16	2 Weeks
Phase 6: Quality Assurance Testing	Week 17	1 Weeks
Phase 7: Sitemap Development / Content Migration	Weeks 18 thru 20	3 Weeks
Phase 8: Content Editor and Web Administrator Training on your new website, final content changes and Go Live preparation	Week 21	1 Weeks
Go-Live (Average)		17-23 Weeks

Did you know?

The project planning process is designed to fit your needs. We will adapt our timeline if your schedule requires.

Revize Project Life Cycle

Phase 1: Initial Meeting, Communication Strategy, SOW

Your Revize Account Manager will set up the initial internal project planning meeting where we will talk about the overall management of your project, establish a timeline, and devise a Revize-Client Communication Strategy that will keep everyone engaged and up-to-date on the progress of the project. We will also discuss specific technical requirements of the project and determine the phases through which those requirements will be addressed. In addition, Revize will address the content strategy of the new site, any new content that needs to be written and how to fit the existing content into the new site. Additionally, as an optional item, Revize will discuss the process of conducting online surveys to gather feedback from your constituents for the new website layout and requirements. After this meeting, Revize will develop a Statement of Work and provide it to the client for review and approval. Prior to the design kick-off meeting, you will receive our questionnaire to complete with various answers that will help our designers gather information regarding your needs and preferences. Our team will also brainstorm ideas and suggestions with you during the meeting.

The questionnaire addresses various issues such as:

- As a result of a new website design and navigation, what are the main improvements you hope to achieve?
- What are some key points and areas you may want featured on the Home Page?
- Do you need help with logo design? Image? Marketing & branding?
- What key modules do you want featured in your web site, like Document Center, Report a Request, News & Events, Events Calendar etc.
- Do you need social media features need to be highlighted in the new site? etc..

Phase 2: Discovery & Design

If there is client approval, we will collect feedback from the residents on the new design layout by setting up an online survey with a set of standard questions. The survey questions need to be approved by the client prior to our adding a link from your current website. This link can also be distributed through other channels like email, newsletter or any other form of communications you might be using to stay in touch with your residents. Usually there is a 1- to 2-week survey period.

Once survey results have been tabulated and your needs have been determined, you and your Revize team will participate in a Design Kick-Off Meeting. A senior designer and team will conduct an in-depth interview, and brainstorm ideas with you about your vision for the look and feel of your custom website. Our efforts on this project will extend far beyond placement of provided information within a stunning design. It's about uncovering how your audience wants to be informed and applying our 20+ years of web design and development expertise to create the most effective ways of displaying that information and getting users to access and use your website. We always strive for nothing less than an award winning design!

Revize Design Principles

The Revize Web Application Developers are not only responsible for the look, functionality, and performance of your website. They are also responsible for the security of the web content and web-based applications they create. They ensure that the code supports secure authentication and authorization and provides access control mechanisms as required.

Good design principles are always based on readability, taking into consideration appropriate font type and size for headlines and text area, as well as line height – ensuring all page elements are balanced. Our designers also pay meticulous attention to their use of shadows and gradients. To the layman's eye there may not appear to be a shadow, however on the website the font will appear sharper (or maybe softer depending on the amount of shadow used).

Of course, color cannot be overlooked. Our designers first take the client's preferences, official logo colors, and pictures into consideration to create a color scheme consisting of no more than three colors. We then use variants and hues to create visual appeal, contrast, eye-catching allure and invoke the overall feeling that the client desires.

Last but not least is effective use of page elements such as call to action buttons, social sharing icons, email newsletter sign-up, and promotion areas. The ultimate goal is to provide an easy to navigate webpage that is informative without being overwhelming. Therefore, it is the designer's job to guide the client in making appropriate placement choices for needed items.

Revize Design Trends

There are some exciting new design trends, and Revize is always on the cutting edge, implementing the best of these innovations in our websites. We are especially pleased at how effectively they are proving to be in increasing engagement in government websites.

#1 Responsive Web Design – The most important development in website design in years, Responsive Web Design (RWD) automatically conforms and optimizes websites for any screen size. With the substantial increase in smartphone and tablet users today, people are going online using a vast number of devices with wildly different screen sizes. Our websites offer this very important feature of easily and cleanly conforming to computer, tablet and mobile device screens.

#2 Liquified Content – This is another important trend that address the fact that information is no longer static or concrete. Instead, content is specifically customized for each unique user. Liquidity of content enhances the immediacy and flexibility of content. The more liquid your community's content, the easier it is for residents and businesses to access this information in ways and via the channels of their choice: fixed or mobile, interactive and live. Revize is able to effectively make your content liquid. This will make it adaptable to various situations and, therefore, easy to reuse in different contexts distributed for a variety of display formats and communication channels.

#3 Image Tiles – This is a trend that enables developers to display content in a pin board style of display. Revize now offers this feature, which creates a very visually appealing display of content, such as pictures or social streams. Image tiles also help promote engagement by encouraging site visitors to comment or reply to items from directly within the image tile. This is an especially useful option for web pages promoting tourism.

#4 Parallax Scrolling – This is a highly advanced, innovative design technique for sophisticated websites. Parallax Scrolling allows Revize to build websites in multiple layers, with content that moves across the screen at different speeds as visitors scroll. This unique design technique is very visually engaging and can help improve time-on-site metrics.

#5 Innovative Typography – This plays a very important role in website design, image and branding, and is especially important for maximizing the look and feel of the website when accessing it from mobile devices. Our designers are experts in effective typography and take many factors into consideration when selecting the type of fonts, font sizes, and colors to be used for a website.

#6 Social Feeds – With the proven ability to strengthen and deepen interpersonal connections, social networks present a wonderful opportunity for government organizations to increase community engagement and make governments more accessible to the people they serve. One method already mentioned for improving social activity is using pin boards; another is creating a social area or social wall that combines activity from multiple social networks, like Facebook, LinkedIn, YouTube and Pinterest. Revize offers a comprehensive line of popular social media applications and networking.

“Over the past 20 years, Revize has mastered the art of designing government websites.”

Key Phase Objectives & Deliverables:

The following steps are followed while designing new sites

- **Establish Needs and Creative Direction:** Understand your objectives and requirements, and provide recommendations for effective online branding pertinent to your requirements, existing branding and your web audience’s needs. The Revize designer will also conduct his own research in order to capture the character and “feel” of your area, which will inspire ideas for the overall design direction of the website.

- **Main Menu Navigation & Home Page Wireframes:** Work with you to establish a main-level navigational architecture and identify key items accessible from your home page. This establishes a baseline for the navigational structure, as well as the preferred content structure (wireframe*) for the home page.
- **Page Layout and module placement:** We will follow all the best practices to layout the different features and modules so that they can be easily accessed by your residents. For example, on the home page there will be sliding picture gallery and quick link buttons for Notify Me, Report a Concern, Document Center, FAQs etc. Also the news and announcements module and events calendar would be integrated into the website, along with the Social Media Center.

Please Note: The home page “wireframe” will simply serve as a realistic guideline in terms of content placement, but will not include the final text nor final imagery for this phase. Please see a sample wireframe to concept development snapshot in the next page.



Did you know?

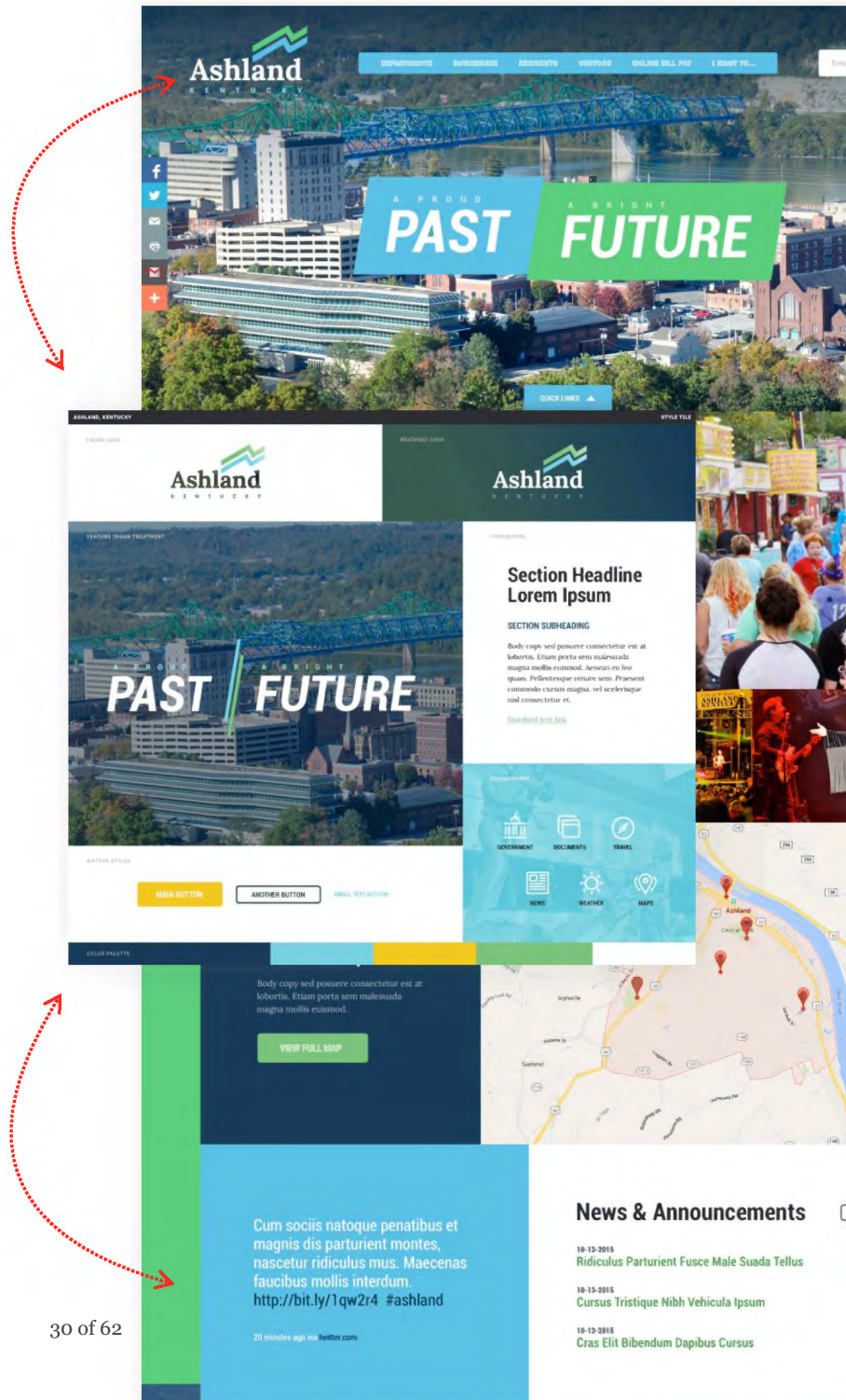
Revize will provide a 100% from scratch design with a satisfaction guarantee!

Wire Frame to Concept

- **Design Deliverable:** The design concepts for this phase will be based on one or possibly two home page layouts. The client will review and provide design feedback to the designer for changes. Revize asks that clients have no more than three iterations of changes up to the point that the final concept is approved.

- **Final Home Page Sign Off:**
When all changes have been made, Revize will present your final home page design and layout for approval. Customer approval is required to proceed to the next phase, the inner pages of the website, and the process repeats itself before the actual HTML & CSS is written.

- **Final Inner Page Sign Off:**
When all changes have been made, Revize will present your final inner page designs and layouts for approval. Customer approval is required to proceed to the next phase, when the actual HTML & CSS is written.



Phase 3: Template Development, CMS Integration

First, the Revize development team will transform the approved designs from mere pictures into fully-functioning HTML/CSS and Revize Smart Tag enabled web page templates using the Revize Dreamweaver Extension. The Revize Smart Tags are fully customizable and allow customers to expand functionality as needed. To maximize this extensibility, the full Revize Java API is provided to clients with our Advanced Training Program.

Phase 4: CMS Modules Setup

In this phase, all of the features and modules the client has requested will be set up, e.g. calendar, document center, picture galleries, alert center, e-Notify, etc. are all brought to life and made functional while also being tested in the Revize CMS. Revize enhances current modules and adds new modules continuously, and you will receive all future updates to modules at no additional cost.

Phase 5: Custom Functionality Development

In this phase and according to your specifications, custom functionality of existing CMS modules, database scripting and programming, as well as any custom application development will be executed. The Revize development team will be interfacing directly with your technical staff to obtain information and test information exchange and application functionality. This phase may overlap phases 2 – 4.

Phase 6: Quality Assurance Testing

In our testing phase, we ensure that your website meets functionality, performance and security standards. Our QA team uses mock data to test navigation and interfaces of the templates, along with any custom developed applications or modules. Additionally, through a series of tests, we perform input validation to ensure that security mechanisms cannot be bypassed if anybody tampers with data he or she sends to the application, including HTTP requests, headers, query strings, cookies, and form fields. We also ensure that when errors do occur, they are processed in a secure manner to reduce or eliminate exposure of sensitive implementation information.

Phase 7: Content Development / Content Migration

Revize will develop all of the pages for your site to make the initial content available upon site deployment. Our content development and migration experts use the latest standard formatting practices to develop the navigation and create the most effective content possible for your website. This includes spelling and style corrections into the new website.

There are no limits to the number of pages you can create after you have gone through training.

Revize will implement an effective website architecture with the latest technology and usability trends so your website visitors can find information in an instant. We will also assess your current website content and incorporate what you currently have with additional content to maximize interest and excitement for your readers. Our content experts are educated in proper writing and terminology, and will use correct grammar, spelling and punctuation.

Our web designers use creative typography which makes the website more visually appealing and also plays a role in defining the hierarchy of content to be placed on the web page. Variations in size and color are used, as well as strategic placement on the page to highlight certain site areas so the visitors can easily navigate the site. Effective typography also ensures that your website will look good on desktop, laptop, mobile and tablet devices.

Phase 8: Training Your Staff (in-person or web based training)

Once your website is ready for you to begin editing, you will be able to easily revise your content as often as needed. Revize will train you on how to operate the Administrative and Content Editor functions so you can manage your website. We typically provide this training on-site; however, we can also provide on-line training for your staff if you prefer. For your convenience, training materials can be downloaded from the Revize website. After training, our friendly and responsive support staff is always here to answer questions and provide training refreshers as needed.

Standard Training Agendas

Basic Administrator Training (How to)

- Sign-in
- Create users
- Assign roles
- Set page level permissions
- Set section level permissions
- Configure and set up workflow approval process

Content Editor Training (How to)

- Sign-in
- Edit page content
- Copy/paste content or add new
- Create a file link
- Create a link to another web page or external web site
- Create a new page and link to it
- Insert/update a picture
- Insert/update a table
- Spell check
- Save and Save as Draft
- History of the page content (content archive)
- Create a survey form or any other type of online web form
- Create navigation pages (top/left menus)
- Create new calendar and create/edit calendar events
- Edit metadata

Advanced Administrator Training (How to)

- Run back-end reports
- Run Google Analytics reports

Training on use of specific Modules included, such as

- Emergency Notification Center
- Public Service Request App
- Web Calendar
- E-Notify
- Quick Links
- Document Center
- Form Center
- News Center
- Frequently Asked Questions

- Request Center
- Bid Posting Center
- Job Posting Application
- RSS
- And more....

Revize Maintenance Covers

- 4 CMS upgrades per year
- Software and modules upgrades (Automatic Install)
- Server Hardware & OS upgrades
- Immediate bug fixes/patches
- Round the clock server monitoring
- Data Center network upgrades
- Security and antivirus software upgrades
- Firewall and router upgrades
- Bandwidth and network infrastructure upgrades
- Remote backup of all website assets
- Tape backup of all website assets
- Quarterly newsletters on major feature updates
- Regular Webinars on CMS features and usage



Did you know?

Revize has launched hundreds of municipal and county websites large and small!

Hosting Service

Revize has four state-of-the-art physical data centers located in Chicago, Detroit, San Diego and Houston with around-the-clock (24/7/365) monitoring of all server activities. Remote data backups are scheduled nightly with Carbonite data backup service. Additionally, Revize utilizes multiple Tier 1 bandwidth providers such as Level 3, Wiltel, and Cogent for redundancy and continuous connectivity. These procedures provide our clients with up to 500Mbps of fast fiber optic up-stream connectivity.

Revize hosts your web services on redundant (1TB Hard Drive, 3.2 GHz CPU and 32 GB RAM) servers in order to provide enhanced performance, as well as accurate security and data restoration for your website. The Revize technology architecture physically separates the CMS from the website in order to provide another layer of redundancy. With this model, we keep an up-to-the-minute exact duplicate of your website in the event your site must be restored. Revize support staff will simply republish your site within a guaranteed two hours (as opposed to the several hours or days timeframe our competitors offer).

“Revize provides clients with unlimited data storage server space for each website.”

Revize will host both your Extranet and Intranet; your Intranet is secure and only accessible by authorized users through a login system.

There are no special software requirements to run a Revize hosted website and CMS solution. We make it all very simple. All you need is an internet connection and a browser. We also provide complete maintenance of your website, which includes but is not limited to: OS patches, intrusion prevention, antivirus, and software upgrades.

Final Phase: You Go Live!

At last, your website content is complete and your staff is sufficiently trained! The final phase in the process is to redirect your website domain name from your old site to your beautiful new one. Once this is completed, Revize will closely monitor the transfer for the first 24 hours to ensure that everything is working properly. Any issues that arise will be immediately resolved.

Marketing & Ongoing Consultation

Revize seizes on every effort to make our clients' sites highly visible. We draft press releases for posting on our website and for distribution locally and will continuously monitor your site after it goes live so that you can take advantage of all marketing opportunities. We also look to submit your site for different awards and recognition competitions to further maximize your site's exposure.

Search Engine Registration and Marketing

Revize will input all the targeted keywords to make your web pages search engine friendly, thus enabling users to find targeted information when they do a Google, Yahoo or any other search on your site.

Security

Revize takes website security very seriously and we provide our clients with the very best website protection protocols. Our data centers are located on secure premises equipped with card-reader access, security cameras and guards on duty 24/7 to ensure the physical protection from unauthorized entry.

Our web and network administrators monitor network activity 24-hours-a-day to ensure system integrity and protection against threats such as Denial of Service (DoS) attacks that could corrupt your website or block user access. Maintaining the secure configuration of our web servers is managed through application of appropriate patches and upgrades, security testing, vulnerability scans, monitoring of logs, and backups of data and OS.

Security Controls, SSL, and Active Directory (LDAP)

- Anti-malware software such as antivirus software, anti-spyware software, and rootkit detectors
- Shield Plus Security Bundle to prevent DDoS attacks
- Intrusion detection and prevention software (such as file integrity checking software)
- Host-based firewalls to protect CMS servers from unauthorized access
- Patch management software
- Security and Authentication Gateways
- Content filters, which can monitor traffic to and from the web server for potentially sensitive or inappropriate data and take action as necessary
- HTTPS (Hypertext Transfer Protocol over SSL), which provides encryption and decryption for user page requests that require more secure online transactions
- SSL (Secure Socket Layer) provides an encrypted end-to-end data path between a client and a server regardless of platform or OS
- If you have an existing SSL Certificate we can transfer it to the new website. Otherwise, if included, we will install a new SSL Certificate upon go live.
- Active Directory (LDAP) is compatible with the Revize CMS. It can be set up in a variety of configurations. As part of the process we will work with you to determine which configuration will best meet your needs.

Application Security Authentication

- Role-Based Security: Role-based authentication to add individual user accounts and assign them system roles like Editor, Developer, Administrator, Workflow Approvers, etc., or department roles and empower the department to assign specific roles to users.
- Permission-Based Security: Ability to set up Content Owners/Editors and restrict which site pages they are authorized to update
 - Global & Department Workflow Management: Create workflow management and approval processes where authorized department personnel become approvers



Did you know?

Revize will host your website and CMS in at least two completely separate geographic locations!

Maximum Response Times

- 1 hour for crisis issues
- 4-6 hours for critical issues
- 24 hours for normal issues

Revize Support

- 8 a.m. – 8 p.m. EST Phone Support (Monday thru Friday)
- 24X7X365 Portal & Email Support
- Dedicated support staff to provide assistance and answer all questions
- New and existing user training
- Training refreshers
- Video tutorials and online training manual
- Automatic integration of enhancements
- E-Newsletter module support
- Automatic upgrades of CMS Modules such as Calendar, Document Center, etc...

Software Maintenance

Revize rolls out two new versions of the Revize CMS, and six to eight product updates every year. The Revize CMS is continuously enhanced to keep pace with cutting edge technologies and industry trends. When a software update or new version is rolled out, Revize will automatically update all servers used by our subscription service clients.

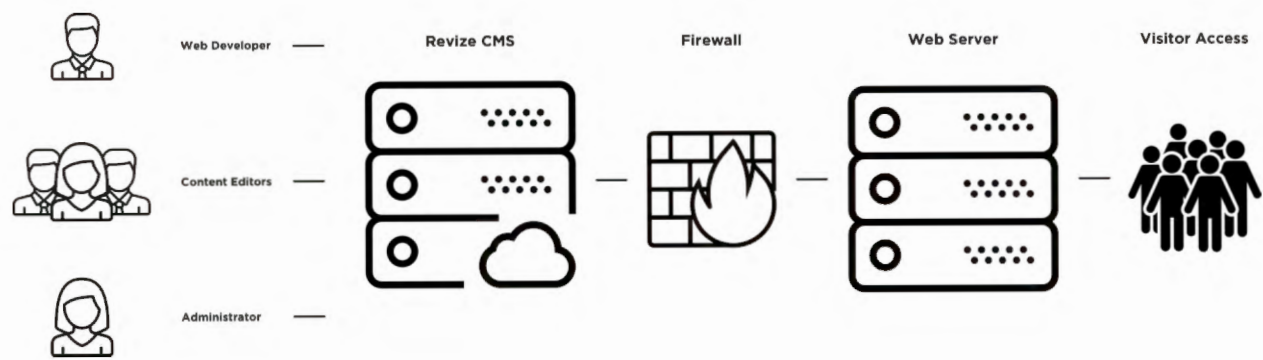
“As a Revize client, you will receive full access to all enhancements to the core components and modules in the Revize CMS at no additional charge.”



Revize Technology Architecture

The Revize Government CMS is a standards-based, open architecture software product without any proprietary restrictions. Revize uses leading technologies to avoid integration problems with existing systems and comes complete with its own Integrated Publishing Engine, Embedded Relational DB, JSP/Servlet Engine, and Application Server.

Revize Intelligent Publishing WCM



“Security, Performance,
Redundancy”



Revize Project Team

Revize understands the importance of having a talented and experienced staff. We are proud of our well-respected team of top notch experts in the field of government website design, development, analysis, content management, training and support. From the first creative concepts through to the design phases, and from site launch to training of personnel and continued support of your website project, we have the right group of seasoned professionals to work with you through the website process and beyond. We are pleased to introduce them:

Thomas Jean

Project Manager

As a project manager, Thomas has brought to Revize a very special skill set. Not only does he manage some of our highest priority projects, he is also a subject matter specialist when it comes to the inner workings of government. As an elected Township Trustee in a Michigan Township, he knows the advantages that come with modernizing the way government does business. Additionally, he serves as President of a registered 501c3 non-profit organization, Genesee Forward, that promotes community development. With his unique background and education from one of the nation's top universities, Thomas is uniquely experienced to give an honest and accurate assessment of your community's website needs.

- **Philosophy:** Learn as much as possible about our clients and use that knowledge to help build an amazing website.
- **Education:** BA degree in Political Science from University of Michigan;
- **Expertise:** Government procedure, special projects, public affairs, community development.
- **Role on your website project:** Project Manager

Joseph J Nagrant

Business Development Director

Joseph is an accomplished professional internet and website design consultant with more than 20 years of successful business development and account management leadership experience. He has worked with well over 500 townships, cities, counties, educational institutions, companies, and non-profit organizations. He's a foremost expert in translating technical solutions into compelling living websites and other online community building opportunities. Additionally, he is a board member for Mott Community College (Flint, MI) MTEC Center, IT Advisory Council, Education Advisory Group. He also participates in many government discussions regarding the Internet for government use, including being a frequent guest on WDET (NPR) public radio and in The Detroit News. He has an excellent reputation for building and sustaining effective, long lasting client relationships.

- **Philosophy:** "Put yourself in the client's shoes and do what is best for them."
- **Education:** BS in Electrical Engineering, Lawrence Tech University, MS in Business, Central Michigan University.
- **Expertise:** 29+ years of project, sales and marketing experience with government, education, corporate, and non-profit organizations.
- **Role on your website project:** Supervisor of account management between client and project team.

Ray Akshaya

Technical Director

Ray has 20+ years of extensive technical experience with internet and website solutions. He has worked on hundreds of government, non-profit and educational websites and has a keen eye for web visitor requirements, information architecture, and usability. He is also a long-time veteran of Revize Software Systems and our clients enjoy working with him. In his career, he has deployed and/or assisted with technical solutions for more than 500 websites. When working on a project, Ray always visualizes himself in the client's chair at the closing stages of the project and makes sure that all decisions made on a project are in alignment with the client's vision and best practices for developing the system.

- **Philosophy:** "Work Hard, Help People and Live Honest."
- **Education:** MS in Engineering Science, Louisiana State University, Baton Rouge

- **Expertise:** Client Management, Project Management, Technology Development for CMS & Web Apps
- **Role on your website project:** Technical Director

Samir Alley

Creative Director

Samir has more than a decade of experience in managing web site design projects. He has deployed 360+ municipal websites and has a solid background in web design and the latest web technologies. Formerly with Google, Samir is a leader equipped to handle any kind of sophisticated web project. He is an exceptional communicator with an innate listening skill that gives him the ability to understand and deploy a client's unspoken needs. Samir's blend of creativity, proficiency, and technical knowledge is unsurpassed in the industry.

- **Philosophy:** "Empathy, Focus, and... Impute"
- **Expertise:** Web Project Management - Adobe Design Premium CS5.5: Photoshop, Illustrator, InDesign, Flash, DreamWeaver, Fireworks, HTML, CSS, CSS3, SEO, PHP, JavaScript, MySQL, JQuery and HTML5.
- **Role on your website project:** Graphic design of website and backup support.

Alec Armstrong

Website Developer / Graphic Designer, Illustrator

Alec is a senior front-end developer and designer with Revize with more than 10 years of experience in website development. He is highly skilled in his ability to leverage the latest technologies to create fast and innovative web solutions. He commands an intense, yet light-hearted creative presence at Revize, producing excellent website development work.

- **Philosophy:** Design and development are constantly evolving, and learning new methods and practices gives me a "geeky" excitement. What I truly enjoy most is that I can create what is considered to be art, but at the same time serves a very functional purpose through website programming.
- **Expertise:** Skilled in Adobe Design Premium CS5.5: Photoshop, Illustrator, InDesign, Flash, DreamWeaver, Fireworks, HTML, CSS, CSS3, SEO, PHP, JavaScript, MySQL, JQuery and HTML5.
- **Role on your website project:** Web development of website templates and backup support.

Denise Brazier

Project Manager/Trainer

Denise is an educator by nature. Her 20 years of experience in the public school system has made her a master of engaging participants during training. She effortlessly builds effective relationships with all clients. Denise has served as Advisory Counselor, Coordinator, Publicity Director, and Project Manager for several organizations in the education, non-profit and public sectors. She has been appointed to the state's quality committee evaluating organizational policies and procedures for recognition.

- **Philosophy:** “Always explain things in the terms of your audience to ensure their understanding”
- **Education & Training:** MS in the Art of Education from Marygrove College. Certification in Secondary Education
- **Expertise:** Training, education, teaching, public affairs and project management.
- **Role on your website project:** Trainer for the Content Management toolset and project manager

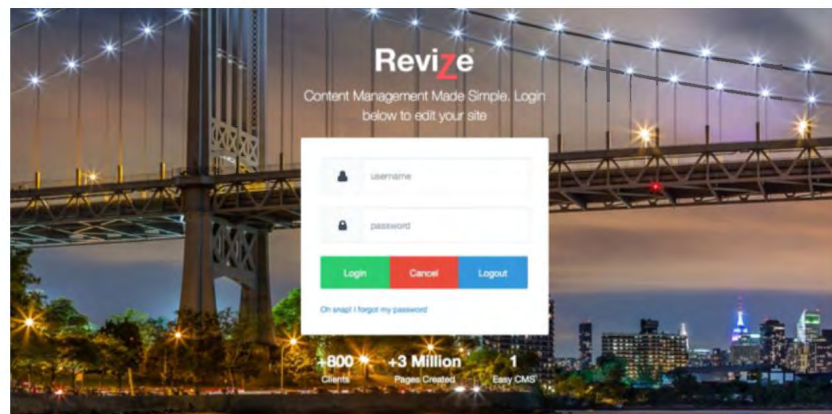


Did you know?

Revize will put together a project team based on the unique needs of your project!

Revize Government CMS User Interface

1. Revize CMS User Interface Home Page

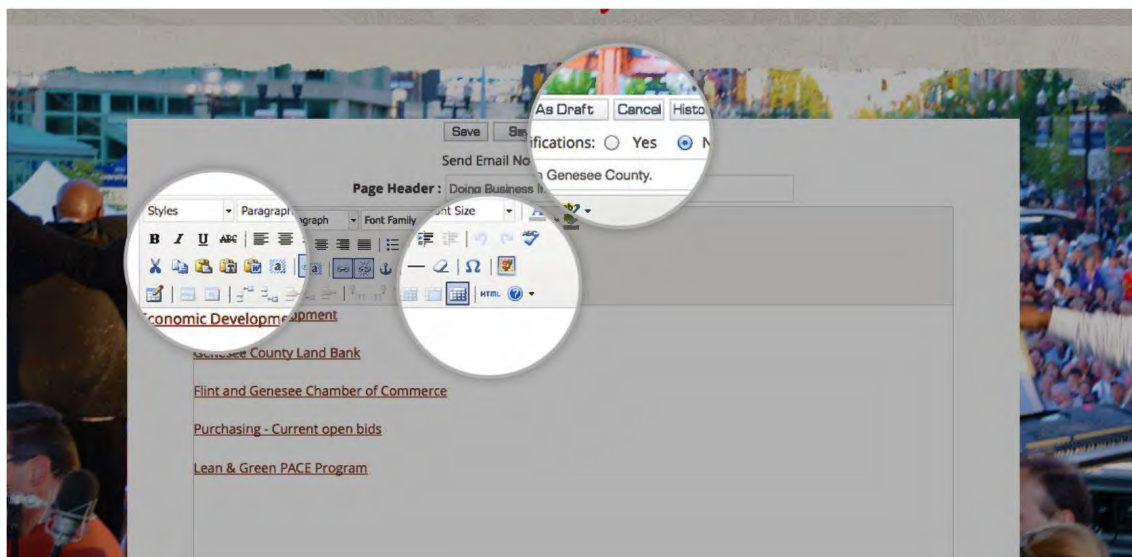


2. Users simply browse to a page that they want to edit, select the Login button, and then insert their Login Name and Password into a login screen as shown below.

3. Edit buttons appear on the page after the Login executes. Based on users roles/permissions, the appropriate buttons are displayed.



The input form appears as shown below. Content Editors can change banner, page heading and the content displayed in the center of the page. Notice the content is changed using a “Word Like” editor.



After the page is “saved”, the page can be sent to an approver for review or immediately published to the web site.

Revize Quote

Phase 1: Project Planning and Analysis, SOW	\$300
Phase 2: Discovery & Design from scratch - One concept, three rounds of changes, home page template, and inner page template, includes Responsive Web Design.	\$1,000
Phase 3 & 4: Revize Template Development - Set-up all CMS modules listed on the following page with I-framing or linking to any additional 3rd party web application. You also receive all updates to all CMS modules for the life of your Revize relationship. And you own the technology, design and content!	\$2,500
Phase 5: QA Testing	\$900
Phase 6: Site map development/content reorganization and migration from old website into new website including spell checking and style corrections - up to 419 webpages and 709 documents (approximate amount on your website today). To help remove stale content and have a fresh content foundation, Revize will not be moving over old event or calendar, or news items.	\$1,100
Phase 7: Content editing and site administration training (one day session up to 8 hours)	\$1,200
Phase 8: Go live!	Included
Revize Annual Fee, pre-paid: Includes Unlimited Tech Support, CMS software updates (Unlimited Users), security software updates, SSL security certificate, and website health checks. Website hosting Included free of charge (50 GB storage space, 100GB month bandwidth limit) with pre-paid annual fee:	\$5,990
Grand Total (1st year) Second year and onward investment	\$12,990 \$5,990/year

Flexible Payment Options Available

3 year minimum agreement. Revize provides a free website design refresh after year four of service if client signs a 5 year locked-in rate agreement

Website Features Included:

The Following Applications & Features will be integrated into Your Website:
In addition to the Government Content Management System that enables non-technical staff to easily and quickly create/update content in the new web site, Revize provides a suite of applications and features specifically designed for government. All of those apps and features are fully described in the following section. The applications and features are grouped into five categories:

- Citizen's Communication Center Apps
- Citizen's Engagement Center Apps
- Staff Productivity Apps
- Site Administration and Security Features
- Mobile Device and Accessibility Features

Citizen's Communication Center Apps

- Home Page Alert
- E-Notification Center with Text/Email Alerts
- Document Center with anticipative search
- FAQs with anticipative search
- News Center with Facebook/Twitter Integration
- "Share This" Social Media App
- Social Media Center or Wall
- Online Web Forms
- Photo Galleries
- Quick Link Buttons
- Revize Web Calendars - unlimited
- Sliding Topic/Feature Bar
- Language Translator - over 90 languages

Citizen's Engagement Center Apps

- Citizen Request Center with Captcha
- Public Records Request App
- Multi-use Listing Directory with picture, phone, email, Google navigator
example: https://www.largo.com/facilities_directory/index.php
- Online Bill Pay via Revize Partner
- RSS Feed

Staff Productivity Apps

- Image Manager
- iCal Integration
- Link Checker
- Menu Manager
- Bid Posting Management System via Vendor Registry
- Online Web Form Builder
- Website Content Archiving
- Website Content Scheduling

Site Administration and Security Features

- Audit Trail
- Drag and Drop Menu Management
- Drag and Drop Picture Management
- Drag and Drop Document Management
- History Log
- URL Redirect Setup
- Roles and Permission-based Security Mode
- Secure Site Gateway
- Unique Login/Password for each Content Editor
- Web Statistics and Analytics
- Workflows by Department

Mobile Device and Accessibility Features

- ADA Compliant WCAG 2.1
- ADA Accessibility Widget
- Responsive Website Design (RWD) for great mobile phone viewing

Revize Support Includes

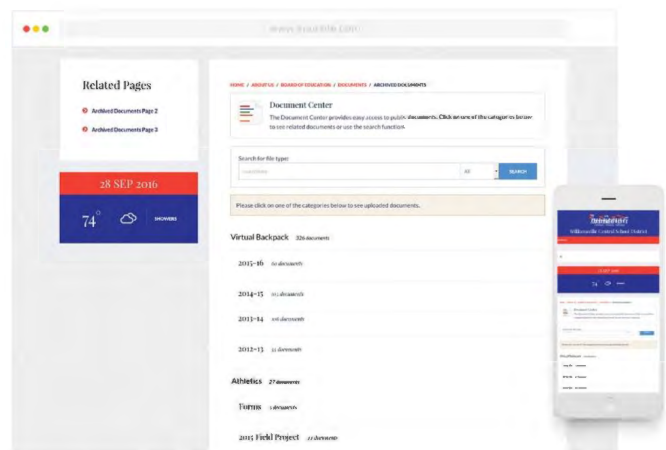
- 5 AM – 5 PM PST Phone Support (Monday thru Friday)
- 24X7X365 Portal and Email Support
- Staff provides assistance and answers all questions
- Dedicated support staff
- New/existing user training
- Free Training Refreshers
- Video tutorials and online training manual
- Automatic integration of enhancements
- Automatic upgrade of CMS modules, such as Calendar, Document Center, etc.
- Four major CMS upgrades per year
- Software and modules upgrades (automatic install)
- Server hardware and OS upgrades
- Immediate bug fixes/patches
- Round the clock server monitoring
- Cloud Data Center Network upgrades
- Security and antivirus software upgrades
- Firewall and router upgrades
- Bandwidth and network infrastructure upgrades
- Remote backup of all website assets
- Tape backup of all website assets
- Quarterly Newsletters on major feature updates
- Regular webinars on CMS features and web site trends



Citizen's Communication Center Apps

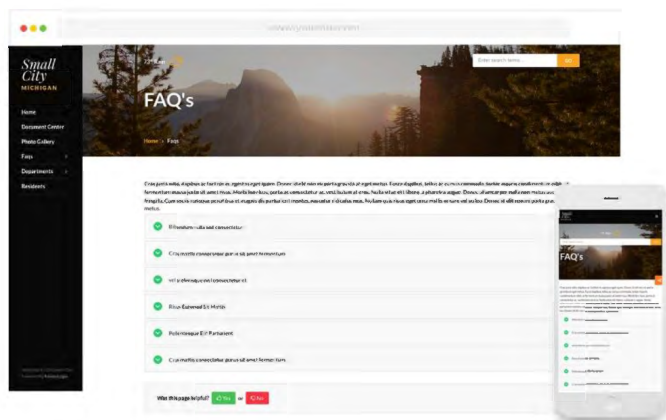
DOCUMENT CENTER APP

Revize helps clients save thousands of dollars each year in employee time and resources with our Document Management Center. Using this module you can create and archive the documents your site visitors need: applications, brochures, manuals, policy and data sheets, research papers, meeting minutes, and more. By providing all of your documents online, your site visitors can access them 24/7 – usually within two clicks -- and you won't incur any printing or postage costs.



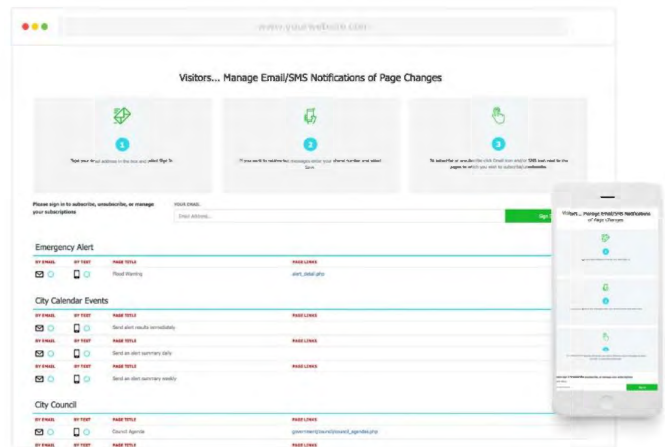
FAQ

FAQ's make it easy for site visitors to find answers to common questions and will greatly decrease the number of calls coming into your switchboard each day. In fact, within six weeks of a Revize website launch, our clients typically experience a significant decrease in the number of daily phone calls... some by as much as 23%!



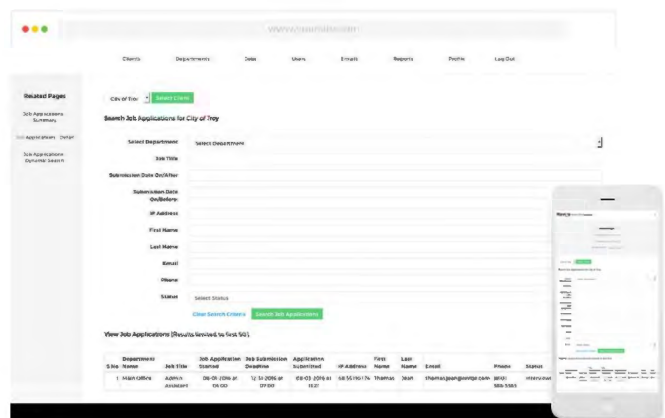
E-NOTIFY CENTER

Many of our municipal clients include an email/text notification option on their Meeting Minutes and Meeting Agendas pages so that interested citizens can sign up for automatic updates anytime there is a new posting.



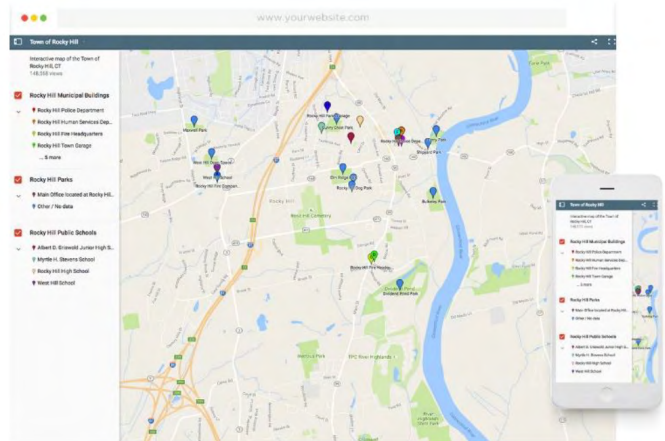
JOB POSTING

Revize's job postings app allows your site visitors to view and apply for open positions online. Postings are removed automatically based on the job expiration date input by your HR personnel. You can provide as much detail as you like and link to or upload any number of files that fully describe the job position. Best of all, with the form fill interface, new openings can be posted in minutes by non-technical staff.



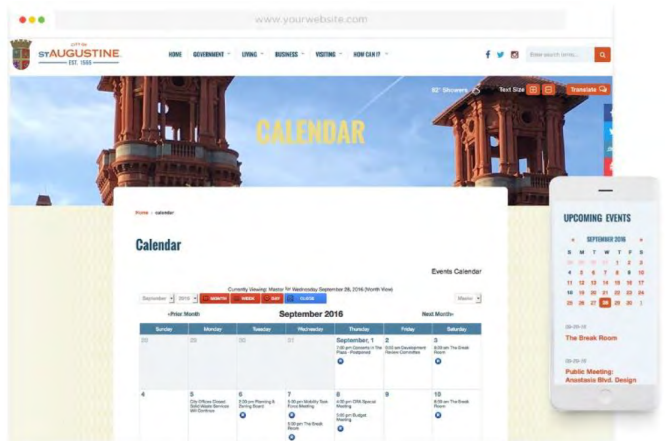
INTERACTIVE MAP

Not only does the Revize CMS ensure that your site is easy for visitors to navigate, we've made it even easier for them navigate the real world surrounding your location. Specific buildings, parks, bike paths, mass transit stations, nearby businesses, tourist attractions, parking lots, voter polling locations, and more are incredibly easy to identify with the familiar Google Maps highlighted with Pins.



CALENDAR APP

The Master/Sub Calendar provides an easy-to-use tool to enhance usability and encourage the communication of events both internally and externally. It provides visibility and transparency into activities, meetings, and events with a visually appealing display and easy to find event contact information. The ability to insert recurring events saves time by allowing you to create the event once then repeat automatically; great for Board and City Council meetings.



HOME PAGE ALERT

You can't fool or control Mother Nature. But you can protect members of your community from her wrath. Posting emergency notifications on your home page, any other page, or throughout your site, this module allows your content editor to accurately explain the situation and instruct members of your community on the next steps to take.

BID POSTING

The Bid Postings App provides a simple and easy-to-use method for organizing and presenting bids, RFPs and RFQs online for vendors or local contractors interested in providing products and services to your community.

BUSINESS DIRECTORY

Ideal for municipalities, chambers of commerce or any membership organization, this module allows you to easily create and maintain a searchable directory for either members or businesses within the website. Listings can be added, removed and categorized by non-technical staff in a simple table interface.

NEWS CENTER WITH FACEBOOK INTEGRATION

Many of our municipal clients include an email/text notification option on their Meeting Minutes and Meeting Agendas pages so that interested citizens can sign up for automatic updates anytime there is a new posting.

ONLINE WEB FORMS

Using this module, you can create -- from scratch -- an unlimited number of online forms on any page of your site using various field options such as long answers, radio buttons, drop-down lists, multiple choice, etc. Having online web forms provides a quick and easy alternative for users to communicate with you and provide important feedback, opinions or complete tasks online. These forms can be used to have web visitors contact you with questions, comments and requests, give feedback, volunteer, or to sign-up for various events, activities or programs.

QUICK LINKS

The Quick Links module allows site visitors to navigate to their areas of interest, much like FAQs. Examples for users: Where do I... Get Registered for Summer Camp Where do I... Get a Marriage License.

SHARING APP

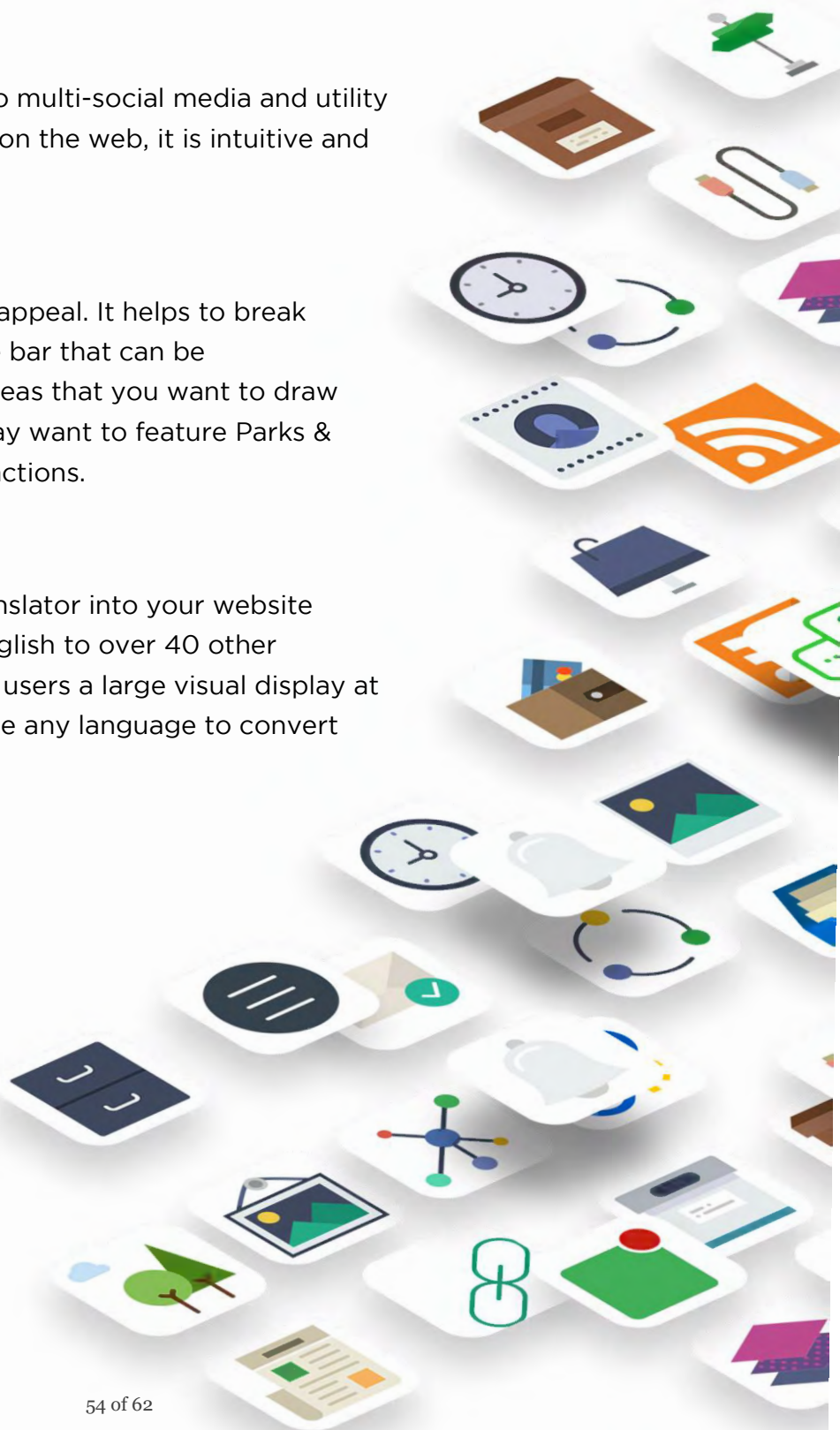
Provides a one click drop down to multi-social media and utility buttons. A common widget used on the web, it is intuitive and easy to use.

SLIDING FEATURE BAR

This feature is a mainly for visual appeal. It helps to break up pages with an interesting slide bar that can be populated with any subjects or areas that you want to draw attention to. For example, you may want to feature Parks & Rec, Landmarks and Tourist Attractions.

TRANSLATOR

Revize integrates the Google Translator into your website templates and translates from English to over 40 other international languages. Provides users a large visual display at the top of the web page to choose any language to convert the text into.



PUBLIC SERVICE REQUEST APP

CITIZEN REQUEST CENTER

PUBLIC RECORDS REQUEST TRACKER

CITIZEN CONNECT BLOG

This app helps open up the lines of communication between administrators and their constituents, increasing transparency and constituent interaction. It is a blog that features the option to allow constituent comments for feedback (comments can be moderated before being published to the website).

This app allows the display of parks shelters and their amenities and to manage their availability to the public. A website visitor can search for facilities by type available, review the amenities for each facility and easily reserve the facility including the option to pay for its use.

Allows clients to set-up secure on-line payment processing for credit card transactions. Can be used for utility and tax payments; Purchasing items on-line; or making donations to non-profit organizations.

Site visitors will be eating out of the palm of your hand with our RSS feeds module. Revize's CMS allows customers to generate RSS (Real Simple Syndication) feeds for any genre of news or events. RSS feeds are a trusted way to communicate important information to site visitors while ensuring that they remain engaged with your organization and regularly return to your site.

Staff Productivity Apps

AGENDA POSTING CENTER

Using this app, you can upload agendas, meeting packets, meeting minutes, proposals for review, and more, all into one area on your website for easy access and review before, during, or after each meeting. Old meeting agendas and information are archived per meeting for quick access at any time.

JOB POSTING APP

This app allows you to post a job and receive resume submissions online. Candidates can fill in all the fields and submit the job application online. Once the job application is submitted, a link to the filled in application form will be emailed to the responsible HR person which they can view, print and file for their records.

IMAGE MANAGER

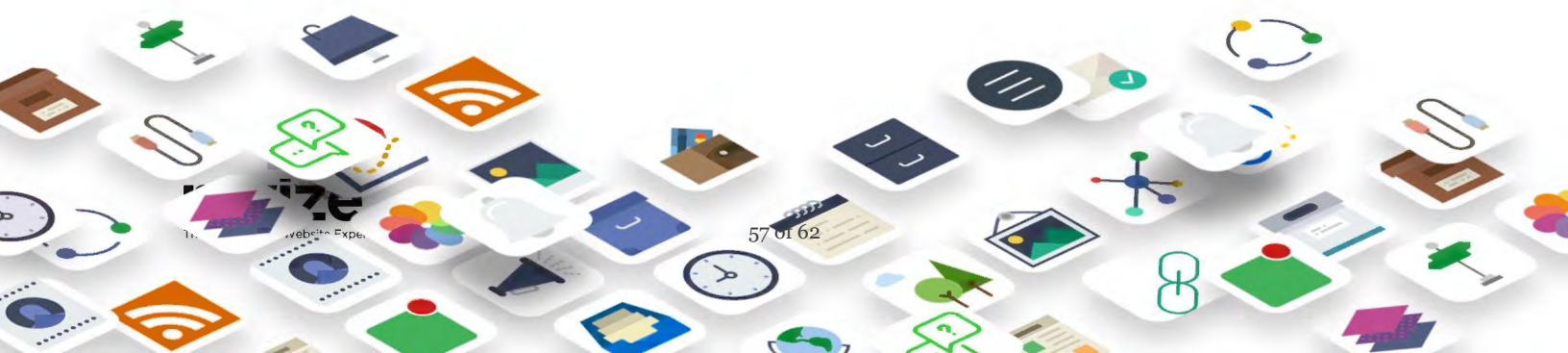
Allows approved staff to upload images from their computer or network folders. This very simple interface allows you to upload new pictures and stores uploaded pictures for reuse. Each department can create their own image folders and organize image libraries by department. Also, obsolete images can be deleted from the image library.

INTRANET

Provides a Dynamic CMS-enabled area with secure login to build out an entire Intranet for employee specific information only. It benefits your employees to have an internal organization landing page that can be updated with news, events, alerts and many of the same modules used on the extranet.

LINK CHECKER

When a new link is created, the Revize system checks if the URL (link) is valid or not. If not, an error message will be displayed. This benefits the Content Editor by double checking bad links before they are saved on your website.



MENU MANAGER

Allows approved content editors to add or edit site-wide top navigation, department or section specific links (e.g. left or right navigation). This feature gives you control to change and update the Navigation menus of your website for continuous improvement.

NEWS LETTER APP

The system allows non-technical staff to build attractive, informative newsletters and disseminate them with one click to everyone on your distribution list. Activity metrics include emails sent successfully to help you validate email addresses. The application provides the ability to import contact lists, upload images, add groups, assign contact lists to groups, as well as export lists.

ONLINE FILLABLE FORMS APP

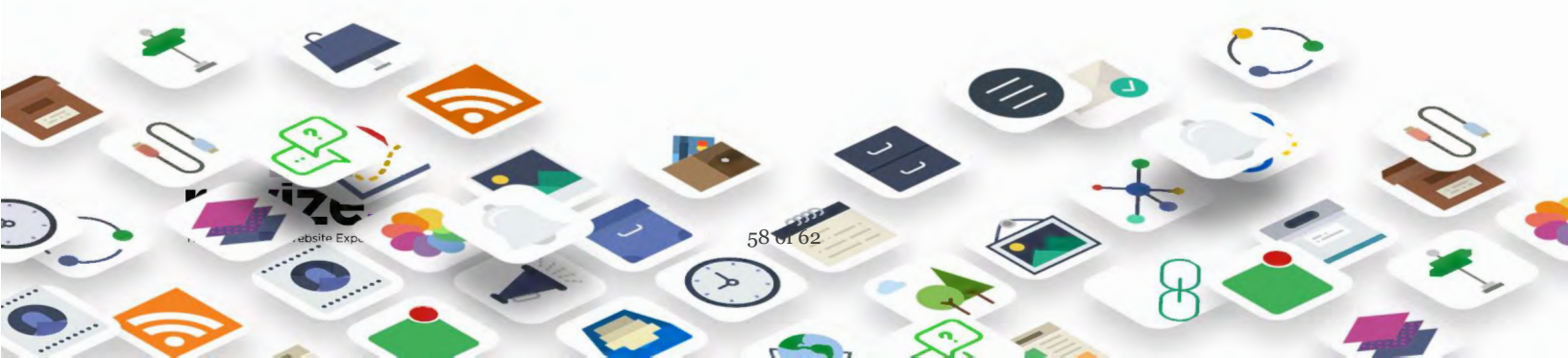
Having online forms that Residents can fill out in their Internet browser provides a quick and easy alternative for users to communicate with you and provide important feedback, complete tasks online, or fill out permit requests and job applications. These forms can be used to have web visitors can apply for a job, permit, or contact you with questions, comments and requests, give feedback, volunteer, or to sign-up for various events, activities or programs.

WEB CONTENT ARCHIVE

Your site history will never be a mystery because all content edits for your site are archived on the Revize CMS database. Your content editors can click on the History button to view previous versions of a particular page or content block from your site.

WEB CONTENT SCHEDULE

This feature eliminates the possibility of having dated or past events being promoted on your site AFTER the event has passed, thus potentially undermining the perceived accuracy and currency of the site's content in the minds of your audience.



AUDIT TRAIL

This is a powerful administrative tracking tool that provides reports on the content change activities of any webpage within the system. The administrator can gauge how often the site is updated, which departments are most active; and also use the audit trail for recovery of data if necessary.

AUTO SITEMAP TOOL

Revize CMS provides this tool to automatically generate a sitemap. Anytime a new page is added or deleted from the system, the sitemap will republish to show the change. An up-to-date sitemap is very critical to boost the ranking of your website in different search engines.

HISTORY LOG

Administrators can view all the archived versions of any web page and restore any old/archived page. It is a very useful feature for referring to any archived legal documents or press releases.

ROLES/PERMISSION SETUP

Our CMS uses a role based authentication system where you can add individual user accounts and assign them system roles like Editor, Developer, Administrator, Workflow Approvers etc., or you can add roles for each department and assign department-specific roles to each user.

SECURE SITE GATEWAY

Provides a secure login area for either users of an intranet or users to access information not available to the general public. Once users are set-up with a secure login ID, they can manage their own password changes as necessary.

WEBSITE STATISTICS

Revize integrates Google's Web Analytics tool to track number of site visits, website traffic sources, etc. Your website administrator can run various reports to collect important data on the usage of your website.

WORKFLOWS BY DEPARTMENT

Provides a method for Supervisory Oversight of content updates. The process allows an authorized “approver” to compare the current page with the proposed new page content (side-by-side) for easy review and comparison.

“Our innovative solutions are custom-tailored to meet the needs of each individual client.”



Did you know?

Revize installs new features into your content management system on a rolling basis!

ALT-TAGS

FONT SIZE ADJUSTMENT

RESPONSIVE WEB DESIGN

Revize uses pixel rendering Responsive Web Design to accommodate better viewing of text and graphics for any size screen, i.e., smart phones, tablets, iPads and iPhones.

Thank you

For Considering Revize

Prepared by Joseph J. Nagrant
150 Kirts Blvd., Suite B, Troy, MI 48084
Ph: 248-766-9562 Fax: 866-346-8880
www.revize.com

Granicus Proposal for Porterville, CA

Granicus Contact

Name: John Redfern

Phone: +1 3102660243

Email: john.redfern@granicus.com

Proposal Details

Quote Number: Q-65891

Prepared On: 11/1/2019

Valid Through: 12/31/2019

Pricing

Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)

Currency: USD

Period of Performance: The term of the Agreement will commence on the date this document is signed and will continue for 60 months.

One-Time Fees

Solution	Billing Frequency	Quantity/Unit	One-Time Fee
govAccess – Website Design and Implementation – Innovator	Milestones - 40/ 20/20/20	1 Each	\$23,000.00
SUBTOTAL:			\$23,000.00

Annual Fees for New Subscriptions

Solution	Billing Frequency	Quantity/Unit	Annual Fee
govAccess - Maintenance, Hosting, & Licensing Fee - Core	Annual	1 Each	\$0.00 <i>first year free</i>
SUBTOTAL:			\$0.00

Remaining Period(s)				
Solution(s)	Year 2	Year 3	Year 4	Year 5
govAccess - Maintenance, Hosting, & Licensing Fee - Core	\$7,600.00	\$7,980.00	\$8,379.00	\$8,797.95
SUBTOTAL:	\$7,600.00	\$7,980.00	\$8,379.00	\$8,797.95

Product Descriptions	
Name	Description
govAccess – Website Design and Implementation – Innovator	govAccess Website Design and Implementation - Innovator provides a citizen focused website and includes: • UX consultation, which may include one (1) or more of the following: 1. One (1) site analytics report 2. One (1) heatmap analysis 3. One (1) internal stakeholder survey • Semi-custom homepage wireframe • Fully responsive design • Custom mobile homepage or standard mobile responsive homepage • Video background or standard rotating image carousel (switchable at any time) • One (1) specialty alternate homepage - Choose from Granicus' library that includes emergencies, election night, special events • One (1) customer experience feature - Choose from Granicus' library that includes service finder or data visualization banner • Programming/CMS implementation • Migrate up to 200 webpages • Five (5) forms converted into the new CMS • One (1) day of web-based training
govAccess - Maintenance, Hosting, & Licensing Fee - Core	The govAccess Maintenance, Hosting, and Licensing plan is designed to equip the client with the technology, expertise and training to keep the client's website relevant and effective over time. Services include the following: • Ongoing software updates • Unlimited technical support (6:00 AM - 6:00 PM PT, Monday - Friday) • Access to training webinars and on-demand video library • Access to best practice webinars and resources • Annual health check with research-based recommendations for website optimization • DDoS mitigation • Disaster recovery with 90-minute failover (RTO) and 15-minute data replication (RPO)

Terms and Conditions

- Link to Terms: https://granicus.com/pdfs/Master_Subscription_Agreement.pdf
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Porterville, CA to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- If submitting a Purchase Order, please include the following language: All pricing, terms and conditions of quote Q-65891 dated 11/1/2019 are incorporated into this Purchase Order by reference.
- Billing Frequency Notes (Milestones - 40/20/20/20):
 - An initial payment equal to 40% of the total;
 - A payment equal to 20% of the total upon Granicus' delivery of the draft homepage design concepts to the client;
 - A payment equal to 20% of the total upon implementation of the main website into the VCMS on a Granicus-hosted development server; and
 - A payment equal to 20% of the total upon completion; provided, however that the client has completed training. If the client has not completed training, then Granicus shall invoice the client at the earlier of: completion of training or 21 days after completion.

Agreement and Acceptance

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Billing Information

Name:

Phone:

Email:

Address:

Porterville, CA

Signature:

Name:

Title:

Date:

Granicus govAccess

A GOVERNMENT WEBSITE TO BETTER SERVE YOUR CITIZENS

Most people come to a government website with one goal – to complete a task – yet most government websites fail to deliver. With Granicus govAccess, user-friendly design, powerful content, accessibility, and secure transactions have never been easier.

DATA-DRIVEN, CUSTOM DESIGN

All govAccess projects start with research into how your website visitors want to engage with you and what services and information is most important to them. This research informs the design, content structure and development of your website – the result: extreme usability whether on desktop or mobile.

SIMPLE, YET DYNAMIC GOVERNMENT CMS

govAccess is a content management system (CMS) that was purpose built for government, allowing your staff to easily create content that informs, engages and serves their communities. Our CMS makes it easy to manage mobile experiences, bring more services online, share content through popular social media channels, create custom interior pages, and more- all while ensuring consistency and control.

ENTERPRISE-CLASS HOSTING + SUPPORT

From our state-of-the-art hosting infrastructure with greater than 99.9% uptime, to a team of certified government experts and tech gurus, the govAccess team relentlessly focuses on client satisfaction. Continuous optimization, regular health checks that include research-based recommendations, and 24x7 support deliver guaranteed success.



Heatmaps help us understand where eyes and clicks are going on your site.



Basing our redesign on science, rather than emotion, helped to keep everyone on the same page as we worked through the process of transforming our web presence from a mere website to a customer service portal.

Kevin Tunell
Communications Director,
Yuma County, AZ



WEBSITE DESIGN + IMPLEMENTATION – INNOVATOR

- ✓ UX consultation including
 - Heatmap analysis, web analytics, internal stakeholder survey
 - Website analytics report
- ✓ Customized homepage wireframe
- ✓ Fully responsive design
- ✓ Custom Mobile Homepage or Standard Mobile Responsive Homepage
- ✓ Video Background or Standard Rotating Image carousel (switchable at any time)
- ✓ One (1) specialty alternate homepage – choose from our library including emergencies, election night, special events
- ✓ One (1) customer experience feature – choose from our library including service finder, geo finder, data visualization banner
- ✓ Website Programming + CMS Implementation
- ✓ Migrate up to 200 webpages
- ✓ Five (5) forms converted into the new CMS
- ✓ One (1) day of remote Web-based Training (typically used for “Writing for the Web” Training, Accessibility Training, and CMS Training).



KEY CMS FEATURES

- ✓ Ongoing software updates (quarterly)
- ✓ Role-based dashboard for easy content updates, approvals + ability to lock down user permissions
- ✓ Mobile management to analyze mobile traffic and customize display on mobile device
- ✓ Interior page builder with drag-and-drop page building, 100+ widgets, save and reuse layouts + more
- ✓ Social media management with ability to schedule + preview posts to multiple social media accounts
- ✓ Form and survey builder with ready-to-use templates for the most common use cases, conditional logic, payment processing, and legally binding digital signatures
- ✓ Flexible search with the ability to define search synonyms, promote page + more
- ✓ Universal API + a vast number of commonly used apps integrated out-of-the-box



SUPPORT + MAINTENANCE

- ✓ 24/7 support
- ✓ Online help, including an extensive library of on-demand training videos
- ✓ Hosting infrastructure with 99.9% uptime
- ✓ Disaster recovery w/ 90 min failover (RTO), data replication every 15 mins (RPO), failover testing every 2 wks.
- ✓ Enterprise grade DDoS mitigation
- ✓ Industry leading data security (advanced threat detection and penetration)



Website Redesign, Hosting, and Support

Quote for Porterville, California



Leon Rogers

PO Box 2235 Tallahassee, FL 32316
360.778.9498 leon@municode.com

LETTER OF INTEREST

October 23, 2019

Dear Website Selection Team:

Thank you for the opportunity to present our quote for website redesign, hosting, and support services. It is our goal to deliver a mobile-friendly website that is professional, easy-to-use, and easy-to-maintain.

Our team has developed a portfolio of online services that are tailored for local government agencies. We have worked with cities, towns, villages, counties and other local government agencies for over sixty-five years continually striving to make your job easier. When it comes to posting content on the web, our solution is simple and straight-forward.

Our websites make it easier for your community to find content by providing multiple navigation paths to each page. Our designs reinforce self-service to enable 24x7 online access to your organization's services.

We create your website using Drupal, an industry-leading content management system. Since Drupal is open-source, your website is truly yours unlike those of many other government redesign companies that use their own proprietary software.

We are thrilled at the opportunity to partner on such an important initiative.

Sincerely,



Brian Gilday
President, Website Division

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COMPANY PROFILE

History, Mission, and Team

With over 65 years of experience, Municode's mission is to connect public sector organizations with their communities. Our solutions promote transparency and efficiency - such as custom website design, meeting and agenda management, online payment portals, the legal codification process, and our robust suite of online legislative search tools.

Municode has been in business for over sixty-five years and partners with more than 4,000 government agencies across all fifty states. Municode is a privately-owned corporation and is financially sound with no debt. Our leadership focuses on improving Municode through investments in its people and its technology. Our culture is conducive to the longevity of our employees; Our clients can establish a long-term partnership with our experienced and stable workforce.

Municode is home to over 230 employees (most of whom enjoy a 10+ year tenure). Our headquarters in Tallahassee, Florida includes four buildings totaling 56,000 square feet. Our West Coast office is in Portland, Oregon. We also have individual team members working in several states across the country.

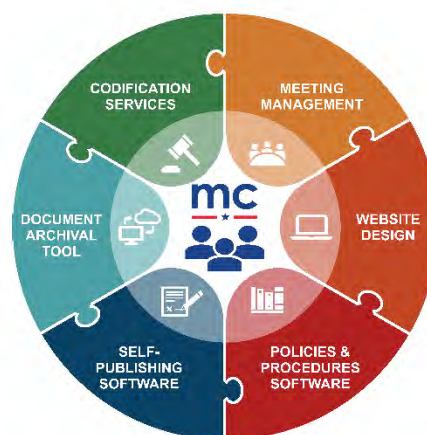


Our Vision: Simple, Seamless Integration

Our vision is to create seamless integration between our service offerings. The goal is to reduce staff workload, while at the same time, increasing the ability for municipalities to connect with their communities.

The following example integration points are either in place today or envisioned in our future strategic roadmap.

- Unified search across all platforms (website, meetings, online codes)
- Auto-publish agendas and minutes from the Meetings platform to the Website
- Ordinance auto-publishing from the Meetings platform to your online code, queued for supplementation, Code of ordinance cross-references to legislative voting history, minutes, and video/audio



Project Team

We have a highly-skilled team with a customer service focus.



Jarrod - Project Sponsorship / Project Management / Customer Service

Jarrod has a Bachelor of Science degree in Mathematics and Business Administration from the University of Oregon. Jarrod is the Director of Professional Services and leads all aspects of project development and customer support.



Dave - Project Management / User Experience

Dave has a Bachelor of Arts degree in Communications from California State University. In addition to project and design leadership, Dave will participate in various analytical, site configuration, content migration, and training activities.



Mary Joy – Project Management / User Experience

Mary Joy has that unique ability to put technical concepts into easy-to-understand terms with clients such as Dunkin Donuts, Gillette, Fidelity, and Osram Sylvania. A Bentley graduate with a Bachelor of Science in CIS, Mary Joy leads our customer support efforts and content migration.



Paul – Development / Systems Architecture / QA

Paul has been working on software systems for years and is a strong member of our team. We will turn to Paul for any custom development work that might be required. In addition, Paul has many years of experience in quality assurance testing, so he will be acting as Municode's lead tester for the engagement.



Drago - Graphic Design

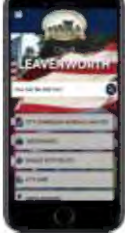
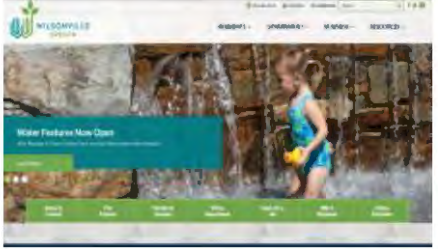
Drago's work speaks for itself. He has the unique ability to capture the essence of your branding and communication requirements and transform them to stunning web designs.

REFERENCES AND DESIGN EXAMPLES

Custom Designs

There is a reason why we have loyal customers! It is because we have a great solution, we take care of our customers, and we are committed to working with you for the long haul. When you pick up the phone and call us, we answer! When you email, we respond quickly – usually within 30 minutes. When you need us, we will be there for you. **But don't take our word for it, ask our clients.**

Royal Palm Beach Florida https://www.royalpalmbeach.com Population: 34,140 Marina Quintero, IS Manager 561-791-7078 mquintero@royalpalmbeach.com [CIVIC PLUS REPLACEMENT]		
Addison Texas https://addisontexas.net Population: 13,056 Mary Rosenbleeth, Director of Public Communications, 972-450-7032 mrosenbleeth@addisontx.gov [IFEA Award winner]		
Los Altos California https://www.losaltosca.gov Population: 30,010 Erica Ray, Public Information Coordinator 650-947-2611 eray@losaltosca.gov [GRANICUS (CIVICA) REPLACEMENT]		
Ketchum Idaho https://ketchumidaho.org Population: 2,689 Jake Losinski, Senior Management Analyst (208) 727-5081 jlosinski@ketchumidaho.org [CIVIC PLUS REPLACEMENT]		
Corvallis Oregon https://www.corvallisoregon.gov Population: 55,298 Patrick Rollens, Public Information Officer 541-766-6368 patrick.rollens@corvallisoregon.gov [NAGW AWARD WINNER]		

Corinth Texas https://www.cityofcorinth.com Population: 19,935 Lee Ann Bunselmeyer, City Manager (940) 498-3241 LeeAnn.Bunselmeyer@cityofcorinth.com [CIVIC PLUS REPLACEMENT]		
Leavenworth Kansas https://www.leavenworthks.org Population: 35,251 Melissa Bower, Public Information Officer 913-680-2610 melissab@firstcity.org		
Wilsonville Oregon http://www.ci.wilsonville.or.us Population: 19,509 Beth Wolf, Systems Analyst 503-570-1513 wolf@ci.wilsonville.or.us [CIVIC PLUS REPLACEMENT]		
Brookhaven Georgia https://www.brookhavenga.gov Population: 52,444 Ann Marie Quill, Communications Manager 404-637-0508 annmarie.quill@brookhavenga.gov [Granicus (Vision Internet) REPLACEMENT]		
Great Falls Montana https://www.greatfallsmt.net Population: 58,505 Rachel Arms, Webmaster 406 455-8445 rarms@greatfallsmt.net		
Marco Island Florida https://www.cityofmarcoisland.com/ Population: 16,413 Jordan Turek, CIO, Director of IT 239-205-3434 jturek@cityofmarcoisland.com		

Specialty Sub-Site Graphic Designs

We also offer the option of having graphic designs for sub-sites that require specialized branding. We call these 'specialty sub-sites'. We leverage your main CMS and database, which allows us to offer these sub-sites with the same functionality as your main site yet with a completely different look and feel.

Economic Development

www.choosewoodstock.com
<https://www.fluvannacounty.org/ced>



Parks & Recreation

www.cprdnewberg.org
www.cityofvancouver.us/parksrec



Festivals

www.wintermusicfestival.org



Libraries

www.woodstockpubliclibrary.org



Police and Fire

www.mvfpd.org
www.quincypd.org
www.co.benton.or.us/sheriff



Event Centers / Cultural Centers

www.eventcenter.org
www.woodstockoperahouse.com
www.sherwoodcenterforthearts.org



Golf Courses

www.meadowlakesgc.com



Tourism

www.gofruita.com



WEBSITE CONTENT MANAGEMENT SYSTEM (CMS) FEATURES

Municode Web was designed for local governments by experts in local government. It utilizes Drupal, an open source platform, that powers millions of websites and is supported by an active, diverse, and global community. We are the Drupal experts for local government!

Key Project Deliverables

- ★ WEBSITE DESIGN
- ★ CONTENT MIGRATION
- ★ TRAINING
- ★ HOSTING
- ★ SUPPORT

Standard Features

- ⦿ Responsive Mobile Friendly Design
- ⦿ Simple Page Editor
- ⦿ Best-in-Class Search Engine
- ⦿ ADA/WCAG 2.1 AA HTML Compliance
- ⦿ Social Media Integration
- ⦿ Web Page Categories - create a page once, have it show up in multiple places
- ⦿ Department Micro-sites (sites-within-a-site)
- ⦿ Rotating Banners and Headline Articles
- ⦿ Online Job Postings
- ⦿ Online Bid/RFP Postings
- ⦿ Photo Album Slideshows
- ⦿ Google Maps Integration
- ⦿ Resource/Document Center
- ⦿ Image auto-scaling and resizing
- ⦿ Site Metrics (Google Analytics)
- ⦿ Scheduled Publish On/Off Dates
- ⦿ Unlimited User logins
- ⦿ Unlimited Content
- ⦿ Word-like WYSIWYG Editor
- ⦿ Private Pages – staff view only
- ⦿ Email Subscriptions / Notifications
- ⦿ Projects Directory
- ⦿ Unlimited Online Fillable Forms
- ⦿ Emergency Alerts
- ⦿ Meeting Agendas/Minutes/Videos
- ⦿ Event Calendar
- ⦿ Page Versioning / Audit Trail
- ⦿ Latest News / Press Releases
- ⦿ Anti-spam controls
- ⦿ Email Harvesting Protection
- ⦿ Broken Link Finder
- ⦿ Dynamic Sitemap
- ⦿ Support for Windows, Mac, Linux
- ⦿ Video integration (YouTube, Vimeo, etc.)
- ⦿ Client owns rights to all data
- ⦿ Organization/Staff Directory
- ⦿ Frequently Asked Questions (FAQs)
- ⦿ Ordinances and Resolutions
- ⦿ Share This Button (Facebook/Twitter)
- ⦿ Secure Pages / SSL
- ⦿ Printer Friendly Pages
- ⦿ RSS Feeds Inbound/Outbound
- ⦿ Property Directory (Commercial/Industrial)
- ⦿ Parks and Trails Directory

Optional Features/Services

- ⦿ Facility Reservations
- ⦿ Business Directory
- ⦿ Specialty Sub-site Graphic Designs
- ⦿ Custom Feature Development

MEETING AND AGENDA MANAGEMENT (OPTIONAL)

Municode Web includes a standard feature to post meeting agendas and minutes. Many organizations seek the additional features of an agenda management solution such as agenda item approval workflow, auto-generated PDF/Word agendas, live council voting/roll call, and audio/video integration.

Municode Meetings is the easiest-to-use and most modern agenda management system in the industry. It is a 100% cloud-based offering that will greatly reduce the staff time and effort required to create and publish online agendas and minutes.

Key Project Deliverables

- ★ BOARD/COMMITTEE SETUP - configure as many boards as you need - no limit
- ★ MEETING TEMPLATE DESIGN - design one or more meeting templates to your custom specifications
- ★ TRAINING
- ★ WORKFLOW - setup custom agenda item approval workflows
- ★ USERS/ROLES/PERMISSIONS - create and configure unlimited user accounts
- ★ ANNUAL SERVICE - 99.95% up-time guarantee, data backups, disaster recovery
- ★ SUPPORT - 8AM to 8PM Eastern phone and email support; 24x7x365 emergency support

Standard Features

- Unlimited Meetings and Agenda Templates
- Unlimited Meeting Agenda Templates
- Unlimited Users
- Create Meetings
- Submit/Add Agenda Items
- Attach agenda item files
- Create Agendas
- Create Agenda Packets
- Create Meeting Minutes
- Approve Items with Approval Workflow
- Auto Publishing Agenda, Agenda Packet, Minutes to the web
- Self-service YouTube video time stamping
- Integration with Swagit Video (coming soon)
- Voting/Roll Call
- Integration with Municode Web calendar

Service and Support

We will guarantee service uptime of 99.95%. In the event this service level is not met within a given month, you will receive a credit for that month's service.

We will provide you contact numbers to reach us 24x7x365 for catastrophic site issues. We will also be available from Monday to Friday 8AM-8PM EST via email and phone to handle routine questions from staff.

We will perform security upgrades and other optimizations during off-hours, typically between the hours of 12-3AM PST, if such work requires your meetings to be off-line. We will provide at least 14 days' notice for any non-emergency maintenance that requires down-time.

Our auto-monitoring software continually monitors performance and instantly alerts us when problems occur. We act as soon as possible and no later than two hours after problems are detected.

POLICIES AND PROCEDURES MANAGEMENT (OPTIONAL)

Municode Web includes a standard feature to post policy and procedure documents. Many organizations seek the additional features of a policy and procedures management solution, such as approval workflow, automated PDF generation, and historical tracking. Examples of policy and procedure manuals include fire codes, general plans, financial reports, and proclamations. Municode's Self-Publishing Software facilitates these needs.

Key Project Deliverable

- ★ SOFTWARE LICENSE – Annually, includes up to five (5) authorized users
- ★ CONVERSION – Convert your current Word/Folio manuals to our software database for in-house publication, updates and maintenance
- ★ WORKFLOW – Provides organized, systematic execution of updates, corrections, new clauses, new codes, etc.
- ★ ONLINE BOOK HOSTING – Published in HTML format
- ★ SERVICE LEVEL - 99.95% up-time guarantee, data backups, disaster recovery
- ★ SUPPORT - 8AM to 8PM Eastern phone and email support; 24x7x365 emergency support

Standard Features

- ⦿ Policy/Amendment drafting tool
- ⦿ Automated code, policy and publication updates
- ⦿ Automated approval and signature workflow
- ⦿ Automated PDF generation for backup/printing
- ⦿ Historical tracking tool
- ⦿ Online training and customer service

Service and Support

We will guarantee service uptime of 99.95%. In the event this service level is not met within a given month, you will receive a credit for that month's service.

We will provide you contact numbers to reach us 24x7x365 for catastrophic site issues. We will also be available from Monday to Friday 8AM-8PM EST via email and phone to handle routine questions from staff.

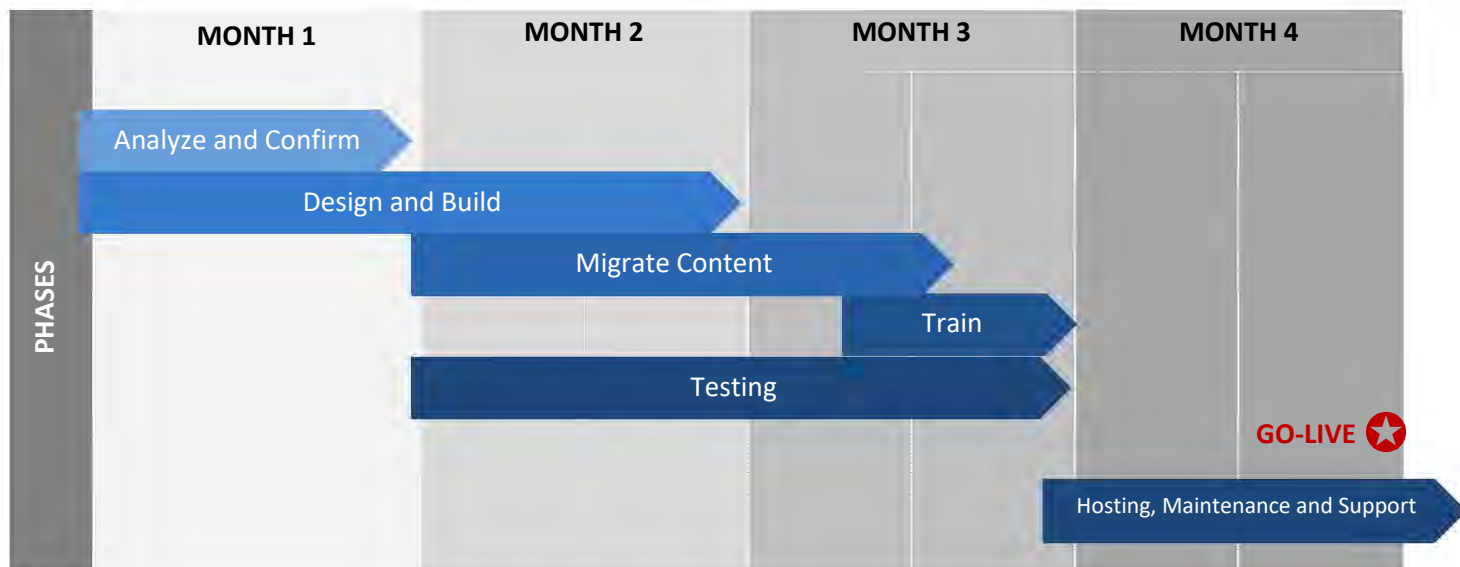
We will perform security upgrades and other optimizations during off-hours, typically between the hours of 12-3AM PST, if such work requires your meetings to be off-line. We will provide at least 14 days' notice for any non-emergency maintenance that requires down-time.

Our auto-monitoring software continually monitors performance and instantly alerts us when problems occur. We act as soon as possible and no later than two hours after problems are detected.

PROJECT TIMELINE AND APPROACH

The typical project takes from 3 to 7 months. The high-level timeline below is an approximation. We will finalize the schedule once we meet with you:

Project Timeline Sample



Client Responsibilities

The client's responsibility and the key to a smooth on-time deployment is providing the initial information and approving proofs quickly.

- ☑ The Client will make available to Municode relevant images, photos, logos, colors, and other branding material as well as an inventory of existing applications, websites, and content at the start of this effort. The Client will create new content copy as needed.
- ☑ The Client will assign a single point of contact for Municode to interact with that will be responsible for coordinating the schedules of other project stakeholders.
- ☑ The Client will review any deliverables requiring formal approval within 5 business days and return all comments/issues at or before those 5 days have elapsed.
- ☑ The Client will assign one person who will act as the "ultimate decision maker" in the case where consensus among the team cannot be reached.
- ☑ The Client must agree to applicable terms of services for Google related services such as Google Analytics and Google Maps to access those features. Municode is not responsible for Google's decisions related to discontinuing services or changing current APIs.

Project Phase Descriptions

Phase 1: Analyze and Confirm Requirements

Website Assessment:

Municode will complete an analysis of your current website(s) to assess the existing navigation, features/functions, and quality of content.

Organizational Overview Inventory/Survey:

Municode will provide an organizational overview document for you to complete as part of this assessment.

Website Design Meeting:

Municode will conduct a design meeting with a client-defined web advisory team. We recommend the advisory team be limited to a maximum of 6 members. This design meeting will allow the website advisory team to provide input regarding the overall design of the new website, including the site branding as well as high-level site navigation. This team will act as the initial review team for website design concepts. In addition, this team will act as the final review team for the website before it is approved for go-live.

Deliverables

- ① Summary assessment sheet
- ① Organization Survey
- ① Website design specification sheet (graphic design and information / navigation design)

Phase 2: Design and Build phase

Design Concept Creation and Approval (Custom Designs):

Municode will complete home page design concepts for the Home Page and inner pages. These design concepts will incorporate all the graphical elements as well as the high-level sitemap. You will select a winning concept after going through a series of iterative design revision meetings. We allow for a total of 6 revisions.

Website Setup, Configure, and Customization:

Municode will create a fully functional website that includes the functional elements described in this proposal. As part of the website setup, Municode will finalize any remaining elements to the approved design and navigation.

Deliverables

- ① Design concepts
- ① Finalized design (Photoshop PSD)
- ① Functional beta website with approved design
- ① Content migration

Phase 3: Migrate Content

Content Finalization and Departmental Acceptance

Municode migrates initial content and your trained staff finalizes prior to go-live. See pricing section for specific number of included pages.

Meeting Agendas and Minutes: Client completes an excel template with information regarding each meeting plus corresponding files. Municode will then auto-import that content. Files must be provided with a standard naming convention to allow for auto parsing of date. (i.e. minutes_061516.pdf, etc.)

Standard Web Pages: A standard web page is defined as a page that contains a title, body text, and up to a total of 5 links, file attachments, or images. If you require migration of more complex pages, we can provide a custom quote.

Directory pages (Staff Directory, Projects, Commercial/Industrial Properties, Business Directory, Ordinances/Resolutions): Client completes manually or may request a custom quote. For custom quotes, client completes an excel template with directory data and Municode auto-imports directory content.

Deliverables

- ⦿ Content creation and migration
- ⦿ Departmental content 'signoff'

Phase 4: Staff Training

Staff Training

Throughout the development and after launch, our customers have access to training, resources and educational opportunities that help them thrive. Our initial training is offered to administrators and content contributors.

Deliverables

- ⦿ On-site (if applicable)
- ⦿ Web teleconference
- ⦿ Videos and User guides

Phase 5: Testing

Municode Functional Testing

Municode will perform a series of tests across multiple browser and operating system versions to confirm site functionality. These tests will confirm proper functionality of all features documented in this proposal.

Acceptance Testing

Staff will review the website for completeness. Municode will have completed functional testing and cross-browser compatibility testing.

Deliverables

- ⦿ Completing Testing Checklists
- ⦿ Site acceptance by client

Go Live ★

Go-Live

We will work with you to make the appropriate 'A' Record DNS entry changes to begin the process of propagating the new production web server IP address.

Deliverables

- ⦿ Accepted Final Live Website

HOSTING, MAINTENANCE, AND CUSTOMER SUPPORT

Hosting

We provide first-class hosting services in a secure data center. We take cyber security seriously. Your website will be secure from multiple perspectives:

Data Center

We host your website in a secure data center. The data center is manned 24x7x365. Your website is maintained using firewalls, load balancers, multiple web application servers, and a database server. We apply security updates to the entire web server stack on a regular basis.

Data transmission

We guarantee up to 1 Terabyte of data transfer per month.

Redundant high-availability failover (optional):

We have the capability of providing premium hosting service levels by offering a mirrored copy of your site on a separate infrastructure and geographic location. We would need to talk through the required service levels and bandwidth to provide pricing for this item.

Web CMS software security

We apply security updates to your Drupal-based CMS whenever updates are posted. Your website is built on Drupal software that has the confidence of millions of websites in both the private sector and public sector, including whitehouse.gov, the City of Boston and the City of Los Angeles. Several built-in security mechanisms are in place to prevent cross-site scripting attacks.

Web transmission security

Your website is secured with SSL to encrypt transmission of data. We SSL-enable every page on your website for maximum security.

User authentication security

Our solution is configured with granular role-based permissions, and each user is required to login with a unique user id and password. We also offer a [two-factor authentication option](#) using Google Authenticate if that should be something you are interested in pursuing.

Data Backup

We back up your data in multiple geographic locations. We backup daily, weekly, monthly, and up to 7 years of annual data backups.

Guaranteed Uptime

Municode guarantee web server uptime of 99.95%. In the event this service level is not met within a given month, you will receive a credit for that month's service

Maintenance and Customer Support

24x7 Customer support:

We will provide you contact numbers to reach us 24x7x365 for catastrophic site issues. We will also be available from Monday to Friday 8AM-8PM EST via email and phone to handle routine website operation questions from staff.

Security upgrades:

Municode will apply security upgrades to your solution's core and contributed modules ensuring that your website stays secure. Municode will perform security upgrades and other web server and website optimizations during off-hours, typically between the hours of 9PM-3AM Pacific, if such work requires taking the website off-line. We will provide at least 14 days' notice for any non-emergency maintenance that requires down-time.

Site Monitoring and Site Recovery:

Municode will install auto-monitoring software routines that continually monitor website performance and alert us when problems occur. We will act as soon as possible and no later than two hours after problems are detected.

Free feature upgrades:

As we update our base Municode features, you receive those upgrades for FREE.

PROJECT COSTS

Design, Development, and Implementation Phase

\$34,500

- Fully functional Municode CMS with all base features
- Responsive mobile-friendly website with **custom** design
- Content migration; up to 1,500 pages and 5 years meeting minutes
- Training: on-site 2 day, web teleconference, video, user guides

Annual Hosting, Maintenance, and Customer Support

\$7,500/year

- 80GB disk space and up to 1 terabyte data transfer per month
- 99.95% up-time guarantee, telephone support 8AM-8PM Eastern
- Email support with one-hour response time during working hours
- Emergency 24x7 support
- Up to 3 hours' webinar refresher trainings per year

Total Year 1 Costs

\$42,000

Select Additional Website Options

☐ Facility Reservations	\$1500 setup + \$900 per year
☐ Business Directory	\$750 setup + \$600 per year
☐ Specialty sub-site graphic designs	\$3500 + \$600 per year (per design)
☐ Site graphic redesign every 4th year	\$600 per year (per design)
☐ Additional on-site visits (training, consultation, etc.)	\$1500 day 1, \$1000 per day (days 2+)
☐ Custom Feature Development	\$150 per hour or fixed bid quote
☐ Meeting and Agenda Management (Municode Meetings)	\$8,000 per year
☐ Policies and Procedures Management	ask for quote

PAYMENT SCHEDULE

Year 1

Sign contract	50% of one-time costs
Implement design and features	50% of one-time costs
Conduct training (site moved to production / annual support begins)	annual hosting and support

Notes

- No long-term commitments required. We will earn your trust. You may cancel service at any time.
- Guaranteed pricing. Hosting and Support fees will not increase for first three years.
- Annual hosting and support fees starting year four will increase according to the previous year-ending *Consumer Price Index (CPI) for All Urban Consumers*.
- Payment schedule will be adjusted accordingly based on selected optional features.
- 2, 3, or 4-year interest-free payment plan available upon request

SERVICES AGREEMENT

This agreement ("AGREEMENT") is entered between Porterville, California ("CLIENT") and Municipal Code Corporation ("CONSULTANT").

1. Term of AGREEMENT. This AGREEMENT shall commence effective the date signed by the CLIENT. It shall automatically renew annually. This AGREEMENT shall terminate upon the CLIENT's providing CONSULTANT with sixty (60) days' advance written notice.

2. Compensation. It is understood and agreed by and between the parties hereto, that the CLIENT shall pay the CONSULTANT for services based on the payment schedule provided as set forth in the section marked "Payment Schedule". Payment will be made to CONSULTANT within thirty (30) days of the receipt of approved invoices for services rendered.

3. Scope of Services. CONSULTANT's services under this AGREEMENT shall consist of services as detailed in the attached proposal including appendices ("SERVICES"). SERVICES may be amended or modified upon the mutual written AGREEMENT of the parties.

4. Integration. This AGREEMENT, along with the SERVICES to be performed contain the entire agreement between and among the parties, integrate all the terms and conditions mentioned herein or incidental hereto, and supersede all prior written or oral discussions or agreements between the parties or their predecessors-in-interest with respect to all or any part of the subject matter hereof.

5. Warranty. CONSULTANT warrants that any services provided hereunder will be performed in a professional and workmanlike manner and the functionality of the services will not be materially decreased during the term.

6. Liability. CONSULTANT's total liability arising out of any acts, omissions, errors, events, or default of CONSULTANT and/or any of its employees or contractors shall be limited by the provisions of the AGREEMENT and further limited to a maximum amount equal to the fees received by CONSULTANT from CLIENT under this AGREEMENT.

7. Termination. This AGREEMENT shall terminate upon the CLIENT's providing CONSULTANT with sixty (60) days' advance written notice. In the event the AGREEMENT is terminated by the CLIENT's issuance of said written notice of intent to terminate, the CONSULTANT shall pay CLIENT a pro-rated refund of any prepaid service fees (for the period from the date of the termination through to the end of the term). If, however, CONSULTANT has substantially or materially breached the standards and terms of this AGREEMENT, the CLIENT shall have any remedy or right of set-off available at law and equity.

8. Independent Contractor. CONSULTANT is an independent contractor. Notwithstanding any provision appearing in this AGREEMENT, all personnel assigned by CONSULTANT to perform services under the terms of this AGREEMENT shall be employees or agents of CONSULTANT for all purposes. CONSULTANT shall make no representation that it is the employee of the CLIENT for any purposes.

9. Confidentiality. (a) Confidential Information. For purposes of this AGREEMENT, the term "Confidential Information" means all information that is not generally known by the public and that: is obtained by CONSULTANT from CLIENT, or that is learned, discovered, developed, conceived, originated, or prepared by CONSULTANT during the process of performing this AGREEMENT, and relates directly to the business or assets of CLIENT. The term "Confidential Information" shall include, but shall not be limited to: inventions, discoveries, trade secrets, and know-how; computer software code, designs, routines, algorithms, and structures; product information; research and development information; lists of clients and other information relating thereto; financial data and information; business plans and processes; and any other information of CLIENT that CLIENT informs CONSULTANT, or that CONSULTANT should know by virtue of its position, is to be kept confidential.

(b) **Obligation of Confidentiality.** During the term of this AGREEMENT, and always thereafter, CONSULTANT agrees that it will not disclose to others, use for its own benefit or for the benefit of anyone other than CLIENT, or otherwise appropriate or copy, any Confidential Information except as required in the performance of its obligations to CLIENT hereunder. The obligations of CONSULTANT under this paragraph shall not apply to any information that becomes public knowledge through no fault of CONSULTANT.

10. Assignment. Neither party may assign or subcontract its rights or obligations under this AGREEMENT without prior written consent of the other party, which shall not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this AGREEMENT in its entirety, without consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of its assets.

11. Cooperative Purchasing. CONSULTANT and CLIENT agree that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without CONSULTANT or CLIENT incurring any financial or legal liability for such purchases.

12. Governing Law. This AGREEMENT shall be governed and construed in accordance with the laws of the State of California without resort to any jurisdiction's conflicts of law, rules or doctrines.

Submitted by:

Municipal Code Corporation

By: Brian Gilday

Title: Brian Gilday - President, Website Division

Accepted by:

By: _____

Title: _____

Date: _____



CITY COUNCIL AGENDA – DECEMBER 17, 2019

SUBJECT: Request for Approval to Migrate the City's Telecommunication Network from Shore Tel On-Site to the Parent Company Mitel Cloud Platform

SOURCE: Finance

COMMENT: In 2014, the City moved from the AT&T Centrex telephone line services to Shore Tel Voice-Over IP (VOIP) phone system. The lease on the Shore Tel equipment is set to expire in May 2020. The Information Technology (IT) Division received a proposal from Mitel Cloud Services, Inc. (Mitel), parent company of Shore Tel. Mitel has a VOIP cloud solution just like the existing system but the infrastructure, hardware and software is serviced by Mitel. The City will benefit from migrating to Mitel by having automatic software updates, quicker scalability, video conferencing, consolidation of services (local and long distance), and eliminate future cost of replacing aging hardware infrastructure and third party support.

The City currently pays \$2,661.67 per month for local and long distance services to TelePacific (may vary based on call usage by \$100 to \$300), \$3,239.26 per month for the equipment lease to Shore Tel and \$8,682.00 annually for hardware and technical support to Global CTI (did not renew for 2019/2020). The migration to Mitel will consolidate all these costs into one monthly payment of \$4,953.23, plus any applicable taxes, surcharges and usage fees. Mitel is discounting their full cost of the implementation charges amounting to \$10,850, except for the shipping costs for the hardware. In addition, the migration to Mitel will reduce thousands of kilowatt hours needed to run on-site equipment and reduce the impact on City IT staff.

If approved, IT staff plan to start the implementation in February 2020 and go live in May 2020 when the current equipment lease with Shore Tel will expire.

The IT Division requests authorization to contract with Mitel Cloud Services, Inc. to replace the City's existing Voice-Over IP phone system for a term of 36 months and a monthly cost of \$4,953.23.

RECOMMENDATION: That the City Council:

1. Approve the migration of the City's telecommunication network - VOIP phone system and contract with Mitel Cloud Services, Inc. for a term of 36 months and a monthly cost of \$4,953.23 plus any applicable taxes, surcharges and usage fees;

and

2. Authorize the IT Manager to sign all related documents.

ATTACHMENTS: 1. Mitel Cloud Services Proposal

Appropriated/Funded: MB

Review By:

Department Director:

Final Approver: John Lollis, City Manager



Order Form

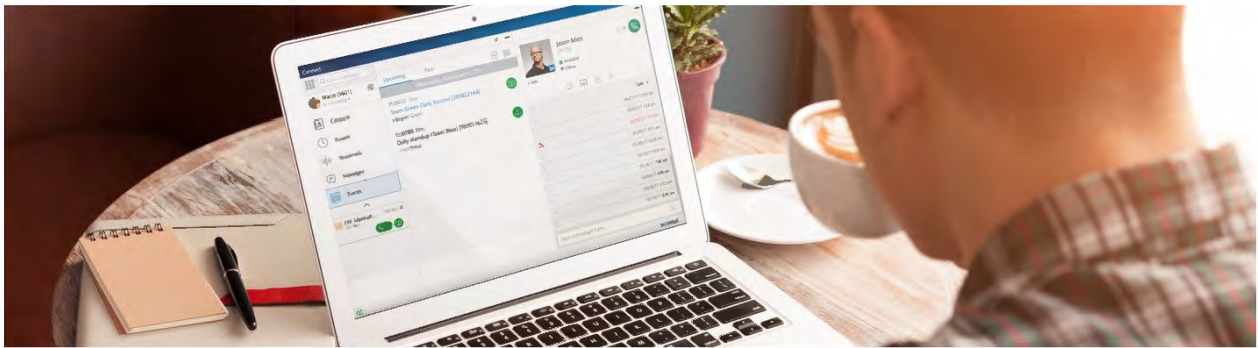
Prepared for City of Porterville

November 19, 2019

Prepared by:
Marty Graffi

Marty.graffi@Mitel.com

Quote# 11830149



For more than 45 years, Mitel has been trusted by businesses around the world to help them navigate the communications and technology challenges they face in a rapidly evolving marketplace. Our broad, built-in-house portfolio gives you the power to choose the solution right for you and the flexibility to consume it at a pace that fits your unique business needs.

MiCloud Connect Benefits

All-in-one, seamless communications

MiCloud Connect delivers a complete communications and collaboration solution with Mitel-built telephony, collaboration, contact center and IP phones so you can communicate seamlessly from a single provider.

Intuitive user experience

Spend less time figuring out how to make the software work and more time being productive. MiCloud Connect's easy-to-use interface streamlines the user experience with integrated features such as cross-launching, single click-to-join buttons and consolidated views.

Robust management portal

Manage your communications in house or have a partner do it for you. The MiCloud Connect Portal gives you real-time tools to manage users, permissions, billing and insights – no telecom experience needed! Plug-and-play provisioning makes it easy to get new locations and users up and running fast.

Reliability you can count on

Deployed out of highly secure, Tier 4 data centers with several layers of redundancy and encryption, so you don't have to worry about a thing. We back our reliability with 99.995% uptime and SLAs with financial penalties if we don't deliver. MiCloud Connect also supports HIPAA and SOC2 compliance for businesses who need to protect sensitive data.

Simple, flexible pricing

What you buy today isn't what you're stuck with tomorrow. MiCloud Connect's flexible service plans give you the power to add functionality, mix and match profiles and upgrade permissions as business needs change.

Help within arm's reach

With Mitel, you can always rest assured knowing you have access to help 24/7. Use our online knowledge base, chat with us or leverage the help button within our service to get your questions answered fast. With years of cloud migration expertise, we'll make your transition effortless and minimize disruption to your business.

Additional Services & Products

IP phones

Our modern, built-in-house IP phones provide a purpose-built, integrated experience and give us full control over functionality and user experience. With the 6900 series phones, you'll get cordless and Bluetooth options, plus our MobileLink functionality so you can talk in ways that you prefer, from anywhere, easily. Choose from three expansive models and a large assortment of accessories to increase mobility, streamline workflows and enhance productivity.

Native integrations and advanced apps

MiCloud Connect offers a wide-variety of native integrations so users can work in the systems they prefer, stay proactive and deliver positive customer experiences. Our native solutions with leading third-party providers minimize professional services and get you up and running fast. Choose the right one for your specific users so they can work from the systems they already do such as CRMs, ERPs, calendars, web dialers and more.

Enhance your customer experience

Engage with your customers when and how they want to communicate with phone, email, chat, SMS and social media capabilities. Whether you're looking for an integrated contact center or the flexibility of an over-the-top solution, we have you covered.

Trusted by Leading Companies & Analysts

The Netflix logo, featuring the word "NETFLIX" in a bold, red, sans-serif font.The Gartner logo, featuring the word "Gartner" in a bold, blue, sans-serif font.

MiCloud Connect Service Plans

Features	Essentials	Premier	Elite
Direct Dial (DID) Phone Number	✓	✓	✓
Minutes Per Month (domestic outbound)	Unlimited	Unlimited	Unlimited
PBX Features (different for each plan)	✓	✓	✓
Admin Portal	✓	✓	✓
Desktop Client *features provided by this app	✓	✓	✓
Voicemail / Voicemail-to-Email*	✓	✓	✓
Audio Conferencing*	8 Party	25 Party	100 Party
Web Conferencing / Desktop Sharing*	4 Party	25 Party	100 Party
Instant Messaging (IM)*	✓	✓	✓
Presence / Availability State*	✓	✓	✓
Peer-to-Peer Video Calling*	✓	✓	✓
Video Conferencing*	8 Party	12 Party	24 Party
Softphone*	✓	✓	✓
Outlook® & G Suite Integration	✓	✓	✓
Find Me Call Routing / Mobile Extension*	✓	✓	✓
Mitel Teamwork / Business SMS ¹	✓	✓	✓
Web Dialer	✓	✓	✓
Connect for Mobile (Android & iOS)	✓	✓	✓
Voicemail-to-Email Transcription	\$	✓	✓
Salesforce® & Other CRM Integrations	\$	✓	✓
² On-Demand Call Recording	n/a	✓	✓
Operator*	n/a	n/a	✓
² Always-On Call Recording	\$	\$	✓
³ Archiving (7 years for IMs, audio/web conferences & call recordings)	\$	\$	✓
⁴ Email-to-Fax	\$	\$	\$
⁴ MiCloud Connect Contact Center	\$	\$	\$

¹ Business SMS is not available for current ShoreTel Sky customers migrating to MiCloud Connect at this time

² On-Demand and Always-On Call Recording cannot co-exist for the same user (must select one)

³ For users without Archiving feature, Mitel provides access to instant messages for 18 months, audio and web conference recordings for 3 months and call recordings for 1 year

⁴ MiCloud Connect Contact Center is purchased separately. MiCloud Connect Fax is also purchased separately per fax number and is not dependent on any type of profile

* Feature provided by desktop client

Order Form

Customer: City of Porterville

Install Locations

- 291 N. Main Street, Porterville, California, 93257, United States

Date: November 19, 2019

Term of Service: 36 months

Total Profiles: 217

Total Agents:

291 N. Main Street, Porterville, California, 93257, United States

Service Monthly Commitment

	Regular Price	Qty	Extended Regular Price	Discounted Price Per Unit	Discount	Total
Mitel Services						
Profiles						
MiCloud Connect Essentials Profile	\$29.99	217	\$6,507.83	\$17.39	\$2,733.29	\$3,773.63
Hardware						
6930 IP Phone Rental	\$8.00	186	\$1,488.00	\$4.80	\$595.20	\$892.80
6920 IP Phone Rental	\$6.00	7	\$42.00	\$3.60	\$16.80	\$25.20
6910 IP Phone Rental	\$4.00	24	\$96.00	\$2.40	\$38.40	\$57.60
Polycom IP6000 Rental	\$34.00	6	\$204.00	\$34.00		\$204.00
Implementation Services						
JumpStart	\$0.00	217	\$0.00	\$0.00		\$0.00
Service Monthly Commitment Total:						\$4,953.23

One-Time Charges

	Regular Price	Qty	Extended Regular Price	Discounted Price Per Unit	Discount	Total
Mitel Services						
Profiles						
Hardware						
Implementation Services						
JumpStart	\$50.00	217	\$10,850.00	\$0.00	\$10,850.00	\$0.00
One-Time Total:						\$0.00

Business Terms and Conditions (“Business Terms”):

1. This Service Order is Mitel Confidential Information and is valid for acceptance by Customer for thirty (30) days from the date issued.
2. During the Service Term, Customer may increase the number of Entitlements for the Cloud Services described in this Service Order as set out in Section 7.3 of the Global Terms of Service (“GTOS”), at the Services Fees set out on the Service Order. To add Entitlements for Cloud Services not originally quoted on the Service Order, such additions will be at Mitel’s list price for such, or as otherwise accepted by Customer in the online portal at the time such Entitlements are added. A one-time implementation fee of \$50.00 will be assessed per User (as defined in the GTOS) added.
3. During the Service Term, Customer shall not be allowed to decrease Entitlements for Cloud Services below the quantity contracted on this Service Order, unless Customer terminates this Service Order (which may incur an early termination fee) and enters into a new Service Order to reflect the updated number of Entitlements and associated Service Fees, if applicable agrees upon new terms, including pricing, on a new Service Order.
4. Implementation Packages include Local Number Porting (LNP) for the first two (2) invoices for each Site. LNP for each additional invoice is \$250 USD per Site.
5. Customer acknowledges that the Service Fees described in this Service Order do not include, and Customer is responsible for:
 - a. Taxes. Any and all applicable taxes and surcharges as described in the GTOS.
 - b. Shipping. Shipping costs for Hardware, which shall be invoiced separately.
 - c. Usage. Calls outside contiguous United States and Canada, premium-rate telephone numbers (e.g., Directory assistance calls, 900 numbers, etc.) and toll-free inbound calls are billed on a usage basis.
6. Customer will be invoiced in advanced for non-usage based Service Fees and in arrears at the end of each month for usage-based Service Fees.
7. Promotional credit is applied at the start of the term of Initial Service Term, if ordered by December 31, 2019, and does not apply to contract renewals. The promotional credit will be in the amount of three times the contracted MRR, excluding MiCloud Connect CX license MRR, for a total credit of \$14,859.69. Upon application of this credit to your account, subsequent bills will be charged against the credit until the amount is depreciated to \$0, at which time you will be billed the full monthly charges on the following month. If the credit does not sufficiently cover the monthly recurring costs of a month, customer will be billed the remaining balance for that month.
 - a. 3 Months Free promotion does not apply to any non-recurring costs associated with the contract. Upon early termination of contract, the credited amount of \$14,859.69 will be charged back to the customer as part of the early termination fees.
8. All products and services described in this Service Order are subject to the GTOS detailed at <https://www.mitel.com/legal/mitel-cloud-services-terms-and-conditions>, and incorporated herein by reference. Execution of this Service Order by Customer shall constitute Customer's acceptance of such GTOS and notice to Mitel to proceed as described in this Service Order.

For a full description of the Implementation Services included in JumpStart, please reference the [JumpStart Service Description](#)

Agreed and Accepted

Customer

Authorized Signature*

Date

Name and Title

*I confirm I am authorized to sign on behalf of Customer.

EMERGENCY SERVICES NOTICE

Definitions. Terms not otherwise defined in this notice are as defined in the Global Terms of Service located at: <https://www.mitel.com/legal/mitel-cloud-services-terms-and-conditions>.

Limitations Relative to Enhanced Emergency Services; Cost. Because of the unique nature of VoIP telephone calls, Emergency Services through your Cloud Services will be handled differently than traditional phone service. You acknowledge and agree that the Emergency Services provided hereunder have limitations relative to the enhanced (or similar) emergency services that are available on most traditional telephone services. Subject to the limitations set out herein, Emergency Services can be accessed, free of charge.

Emergency Services Devices and Initiation: Emergency services will only function if your User(s) are using an approved device, equipment or software and after your Service Order has been processed and you have received an emergency service confirmation. If your Users use non-approved equipment or software or attempt to call Emergency Services prior to confirmation, the Emergency Services may fail or may be forwarded to a non-public, backup emergency answering service.

Emergency Services Registration. You acknowledge and agree that it may not be possible for emergency operators and authorities to identify the actual location of a User(s) who dials Emergency Services through the Cloud Services. Where you purchase Entitlements that include our SIP Services, we will register the following as the addresses where your Users will use Cloud Services and to which Emergency Services should be dispatched by default: (i) the address(es) listed on your Service Order, and (ii) if an online portal is made available with the Cloud Services, the address(es) entered in the online portal. It is your responsibility to ensure that such default address(es) are accurate and, if changed, that you notify us of such changes either through our online portal, where available, or by contacting our support organization at least ten (10) days in advance. If emergency addresses registered are not accurate, emergency personnel (e.g. police, fire, ambulance) may be sent to the wrong address. In certain cases, an Emergency Services call may be routed to a telephone emergency dispatch center that may not normally receive Emergency Services calls from the User's registered location instead of a "traditional" wireline Emergency Services dispatch center. In this case, emergency personnel may not have the User's registered location and/or phone number on file. Regardless of whether an emergency address has been registered, Users dialing Emergency Services should always be prepared to state their location and phone number promptly and clearly to ensure that emergency operators have complete and accurate information. This is particularly important as in certain circumstances technical limitation may prevent this information from being made available to the dispatch center. If the User's registered address is different than the User's actual location, delays in handling of Customer's emergency call may be introduced and, consequently, result in fire, police or emergency personnel either not being able to find a User(s) location or significantly delay response time. Finally, you may incur additional costs, fines or other penalties, including service provider charges, resulting from improper dispatch of Emergency Services or calls to emergency service dispatchers where you and/or your Users have failed to update us with the User's correct address.

Emergency service limitations: Emergency Services will not function if (a) a VoIP device fails or is not configured properly, (b) the Cloud Services are not working for any reason including without limitation a power outage, broadband service outage, network congestion, suspension or disconnection of your Cloud Services, broadband connection failure, use of a non-native telephone number, electrical power loss, or your failure to meet our minimum technical service requirements, if applicable, or (c) where your Entitlements do not include our SIP Services, failure or disconnection of third party SIP Services. Following a power outage, you or your Users may need to reset or reconfigure your equipment prior to being able to use the Cloud Services, including dialing Emergency Services. Emergency operators and/or authorities may be unable to identify a User's phone number in order to call them back if (a) their call is unable to be completed, is dropped or is disconnected, (b) the User is unable to communicate their phone number, or (c) the Cloud Services are not operational for any reason. In such circumstances, and provided the Cloud Services are available, the User should redial Emergency Services. For technical reasons, including network congestion, it is possible that Emergency calls will produce a busy signal or will take longer to connect when compared with traditional emergency calls. When calling Emergency Services Users should not hang up until told to do so by emergency operators as emergency operators and authorities may also be unable to hold the line open in the event the User hangs up. You further acknowledge and agree (and you will cause your Users to do same) that we do not have any control over whether, or the manner in which, emergency calls using the Cloud Services are answered or addressed by any local emergency response center and we rely on third parties to assist us in routing emergency calls to local emergency response centers. Emergency services are available only within the jurisdiction in which the User is registered and the Cloud Services cannot be used to make emergency calls outside of same.

Inform other users: You are responsible for notifying, and you agree to notify, any User or potential Users of your Cloud Services of the nature and limitations of Emergency Services on the Cloud Services as described herein.

Acceptance of Limitations. You acknowledge that you have received the information regarding the limitations of our Emergency Services, understand them, and assume the risks associated with such limitations. Where your Entitlements do not include our SIP Services, you should consult your SIP Services provider to further understand Emergency Service limitations.

Accepted and Agreed

Customer:

Authorized Signature*

Printed Name and Title

Date

*I confirm I am authorized to sign on behalf of Customer

Authorized Contacts for City of Porterville:

Good communication is the foundation of a great relationship. We ask that you tell us about your team so that we may begin our relationship communicating with the correct individuals. Your team may include people inside and outside your organization. Mitel partners often fill these roles for their clients.

There are five roles that must be assigned to one or many individuals on your Mitel account. Each role conveys a specific set of permissions and responsibilities for installing and managing your Mitel service. For more information on the specific roles and the permissions conveyed please visit:

Roles:
<https://oneview.mitel.com/s/article/Account-AuthorizedContacts>

Company	Full Name	Email Address	Phone Number	DM *Super User	PM	Billing	Technical	Emergency

By signing this agreement, I authorize the listed individuals to perform the assigned roles for the indicated locations both current and future. I understand as the default Decision Maker I can change or rescind role assignments at any time within my Mitel portal or by contacting Mitel.

Further, I understand that depending on the specific role designed I am granting the assignee access to data within our corporate phone system including, but not limited to, billing data, call detail records, call recordings, as well as authorization to make changes to call routing, configurations and contracted services.

Authorized Signature

Date

Name and Title

*I confirm I am authorized to sign on behalf of Customer.

City of Porterville
November 19, 2019
Term of Service: 36 months

Summary by Location	Monthly Charges	One-time Charges
291 N. Main Street, Porterville, California, 93257, United States	\$4,953.23	\$0.00
	\$4,953.23 Total Monthly Charges	\$0.00 Total One-Time Charges

Summary by Services	Monthly Charges	One-time Charges
Circuits	\$	\$
Profiles	\$3,773.63	\$
Options	\$	\$
MiCloud Connect CX	\$	\$
Implementation Services	\$0.00	\$0.00
Hardware	\$1,179.60	\$0.00
Credits	\$	\$
Third Party Applications	\$	\$
	\$4,953.23 Total Monthly Charges	\$0.00 Total One-Time Charges

Agreed and Accepted

Authorized Signature*

Date

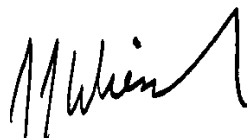
Name and Title

*I confirm I am authorized to sign on behalf of Customer.

CONFIDENTIALITY & COPYRIGHT STATEMENT: This quote tool includes information and pricing that is highly confidential data. The tool, information, and pricing (i) is not intended for distribution except as expressly permitted herein; (ii) is and remains the proprietary property of Mitel Networks Corporation on behalf of itself or its subsidiaries or divisions (collectively "Mitel"); (iii) may not be copied except as may be necessary to fulfill the intended purpose of the tool; and (iv) is the copyright of Mitel and/or its licensor(s), with all rights reserved to the copyright owner. Any breach of confidential data or unauthorized use (of any kind) of the tool, information, or pricing will be considered an infringement of rights and may result in termination of any Mitel agreement.



BUSINESS ASSOCIATE AGREEMENT

Mitel Cloud Services, Inc. ("Mitel")	City of Porterville ("Covered Entity")
Principal Place of Business (Address): 1146 North Alma School Road Mesa, Arizona, 85201	Principal Place of Business (Address): 291 N. Main Street , Porterville, CA 93257, United States
Signature: 	Signature:
Name: Jeff Wiessler	Name:
Title: VP, UCaaS Business Architecture	Title:
Date: November 19, 2019	Date:

Mitel and Covered Entity agree to the terms and conditions below and have caused this Business Associate Agreement (the "Agreement") to be executed by their respective duly authorized representatives on the date first appearing above ("Effective Date").

WHEREAS,

- a) Mitel and Covered Entity are parties to an underlying agreement under which Covered Entity agreed to purchase certain HIPAA compliant features within the services as set forth at Schedule A hereto from Mitel ("Services") in accordance with the terms thereof ("Underlying Agreement");
- b) HIPAA requires Mitel and Covered Entity to agree in writing to certain mandatory provisions regarding the acquisition, access, use and disclosure of PHI; and
- c) This Agreement provides Covered Entity with the express written authorization under section 6.4 of the Global Terms of Service (that form part of the Underlying Agreement) to upload or transmit PHI to the HIPAA compliant features within the Services listed at Schedule A.

NOW THEREFORE, in consideration of the mutual promises, and covenants contained herein, the parties agree as follows:

- 1. Definitions.** The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Electronic Protected Health Information, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

The specific definitions used in this Agreement are:

- (a) "Business Associate" shall generally have the same meaning as the term "business associate" at 45 C.F.R. 160.103, and in reference to the party to this agreement, shall mean Mitel.
- (b) "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 C.F.R. 160.103, and

in reference to the party to this agreement, shall mean Covered Entity.

- (c) "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules contained in the Health Insurance Portability and Accountability Act of 1996 or its relevant regulations at 45 C.F.R. Part 160 and Part 164.

2. **Term.** This Agreement shall be effective as of the Effective Date and shall be terminated when (i) all PHI provided to Mitel by Covered Entity or created or received by Mitel on behalf of Covered Entity, is destroyed or returned to Covered Entity or (ii) upon expiration of the Underlying Agreement, whichever occurs later.
3. **HIPAA Assurances and Obligations of Mitel.** Mitel has agreed to enter into this Agreement in the event that Mitel receives, maintains, stores, transmits, uses, or otherwise is exposed by the Covered Entity to information, on more than an infrequent or random basis, that is defined as Protected Health Information ("PHI") by the HIPAA Rules.

Mitel agrees to:

- (a) Not use or disclose PHI, except as permitted or required by the Agreement or as required by law;
- (b) Use appropriate safeguards (including implementing administrative, physical, and technical safeguards for electronic PHI), in compliance with Subpart C of 45 C.F.R Part 164 with respect to ePHI, in order to prevent use or disclosure of PHI other than as provided for by this Agreement;
- (c) Comply with the applicable requirements of 45 C.F.R. Part 162 if Mitel conducts Standard Transactions for or on behalf of the Covered Entity;
- (d) Report promptly to Covered Entity any use or disclosure of PHI not provided for by this Agreement of which Mitel becomes aware, including breaches of unsecured PHI, as required at 45 C.F.R. 164.410, and any security incident of which Mitel becomes aware;
- (e) Ensure that any subcontractors or agents who create, receive, maintain, or transmit PHI on behalf of Mitel are explained Mitel obligations under this paragraph and agree to the same restrictions, conditions and requirements that apply to Mitel with respect to such information;
- (f) Make available PHI in accordance with the individual's rights as necessary to satisfy the Covered Entity's obligations under 45 C.F.R. 164.524 ;
- (g) Make any amendment(s) to PHI in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 C.F.R. 164.526, or take other measures as necessary to satisfy the Covered Entity's obligations under 45 C.F.R. 164.526; and
- (h) Make its internal practices, books, and records that relate to the use and disclosure of PHI available to the U.S. Secretary of Health and Human Services for purposes of determining compliance with HIPAA.

4. **Permitted Uses and Disclosures by Mitel.** Mitel agrees to:

- (a) only use or disclose PHI:
 - i. as necessary to perform the Services and/or Supplies delivered by Mitel to the Covered Entity that are subject to the HIPAA Rules; or as required by law;
- (b) make any use, disclosure or request for PHI consistent with the Covered Entity's minimum necessary policies and procedures;
- (c) not use or disclose PHI in a manner that would violate Subpart E of 45 C.F.R. Part 164, if done by the Covered Entity; and
- (d) use or disclose PHI for the proper management and administration of Mitel or to carry out Mitel's legal responsibilities.

5. **Provisions for the Covered Entity to Inform Mitel of Privacy Practices and Restrictions.** The Covered Entity agrees to:
 - (a) notify Mitel of any limitation(s) in the notice of the Covered Entity's privacy practices under 45 CFR 164.520, to the extent that such limitation may affect Mitel's use or disclosure of PHI.
 - (b) notify Mitel of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect Mitel's use or disclosure of PHI.
 - (c) notify Mitel of any restriction on the use or disclosure of PHI that the Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Mitel's use or

disclosure of PHI.

6. **Termination upon Breach of Provisions.** Covered Entity may give written notice to Mitel in the event of a breach and give Mitel twenty (20) business days to cure such breach. Covered Entity shall also have the option to immediately stop all further disclosures of PHI to Mitel if Covered Entity reasonably determines that Mitel has breached its obligations under this Agreement. In the event termination of this Agreement and the Agreement is not feasible, Mitel hereby acknowledges that the Covered Entity shall be required to report the breach to the Secretary of the U.S. Department of Health and Human Services, notwithstanding any other provision of this Agreement or Agreement to the contrary.
7. **Liability.** The limitations of liability in the Underlying Agreement (the "LOL") shall apply to this Agreement. Subject to the LOL, in the event of an actual data breach caused by Mitel not complying with the terms of this Agreement, Mitel shall reimburse and pay Covered Entity for all reasonable and necessary costs and expenses (including reasonable attorney's fees) incurred in any legally required response and as otherwise legally required to notify individuals or any third parties about such data breach, including costs for credit reports, fraud monitoring or other software or services as required under applicable laws. In the event of such a data breach, Mitel will provide reasonable cooperation to Covered Entity, but will not directly notify third-parties.

Mitel disclaims any express or implied warranty or condition that the Services provided under the Underlying Agreement by Mitel shall prevent unauthorized access, loss or theft of electronic data, or invasion of privacy, (collectively, "Fraudulent Activity"). Except in the event of Mitel's fraud or Mitel's gross negligence, Mitel shall have no liability to Covered Entity in the event of such Fraudulent Activity.

8. **Obligations of Mitel upon Termination.** Upon the termination of this Agreement for any reason, and unless otherwise directed by Covered Entity, Mitel shall either return or destroy all PHI received from the Covered Entity or created or received by Mitel on behalf of the Covered Entity in which Mitel maintains in any form. Mitel shall not retain any copies of such PHI. Notwithstanding the foregoing, in the event Mitel determines that returning or destroying the PHI is infeasible upon termination of this Agreement, Mitel shall provide to Covered Entity notification of the condition that makes return or destruction infeasible. To the extent that it is not feasible for Mitel to return or destroy such PHI, the terms and provisions of this Agreement shall survive such termination or expiration and such PHI shall be used or disclosed solely as permitted by law for so long as Mitel maintains such PHI.
9. **No Third-Party Beneficiaries.** The parties agree that the terms of this Agreement shall apply only to themselves and are not for the benefit of any third-party beneficiaries.
10. **De-Identified Data.** Notwithstanding the provisions of this Agreement, Mitel and its subcontractors may disclose non-personally identifiable health information provided that the disclosed information does not include a key or other mechanism that would enable the information to be identified.
11. **Amendment.** Mitel and Covered Entity agree to amend this Agreement to the extent necessary to allow either party to comply with HIPAA Rules and any other applicable law. All such amendments shall be made in a writing signed by both parties.
12. **Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits compliance with the then most current version of HIPAA Rules.
13. **Survival.** The obligations imposed by this Agreement shall survive any expiration or termination of this Agreement.
14. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona and the federal laws of the U.S. A. applicable therein.
15. **Counter-parts:** This Agreement may be executed in counterparts and shall become operative when each Party has

executed and delivered a copy to the other Party. A signature on this Agreement by one party communicated to the other by electronic transmission, such as by PDF, e-mail or facsimile, will constitute execution of this Agreement.

SCHEDULE A

Supported features within MiCloud Connect Services (HIPAA compliant)

- PBX features
- Connect client (desktop app)
- Softphone
- Voicemail
- Audio Conferencing (a.k.a. Collaboration)
- Web Conferencing (desktop sharing)
- Instant Messaging (IM)
- Teamwork
- Call Recording
- Contact Center
- Connect for Mobile

NOTE: Any feature(s) not listed above are considered unsupported. Mitel disclaims any express or implied warranty or condition that any unsupported feature(s) within the Services complies with HIPAA. Covered Entity acknowledges and agrees that it shall not upload or transmit to the Services any PHI to any feature(s) of the Services not listed above.



CITY COUNCIL AGENDA – DECEMBER 17, 2019

SUBJECT: Approval of Reorganization within the Engineering & Project Management Department

SOURCE: Public Works

COMMENT: With the ongoing development and amendment of various State laws and regulations, the recent adoption of the City's Measure I tax measure, and continued development growth within the city of Porterville, the City's Engineering and Project Management Department is faced with a new series of upcoming infrastructure projects and future operational needs. While much of the anticipated infrastructure needs have already been identified in the 10-year Capital Improvement Plan, the current staffing configuration lacks the necessary support staff to facilitate timely project completion, public response, and permit and plan review. In response, the Engineering and Project Management Department has evaluated a modification to the organizational structure of the Engineering and Building Divisions. Attached are the current and proposed organization structures of these two (2) divisions.

The programs and projects that this new organizational structure would support include:

- Implementation of updated master plans for water, storm water, and sewer systems
- Implementation of a storm water resource master plan and a recycled water feasibility study
- Design of a wastewater treatment facility upgrade to allow wastewater re-use
- Completion of the water main replacement program
- Completion of the citywide sewer main installation program
- Design and design support of Measure I and Measure R funded projects
- Implementation and management of the updated Pavement Management Program
- Increased number of daily inspections
- Increased responsiveness with the development community
- More proactive pursuit of grant funds

The new structure creates the position of Chief Building Official within the Building Division; reclassifies the existing Clerical Assistant II position to the brand new classification of Engineering/Building Technician; creates a second Engineering/Building Technician position; reclassifies the existing Administrative Analyst I/II position to the position of Project Manager (a reactivated classification); creates a position and designates it as the brand new classification of Assistant Project Manager within the Engineering

Division; and eliminates the existing Associate Engineer/Surveyor position. The additions and changes of various positions remain General Fund budget neutral due to the capital funding associated with the new assignments. Only the City Council has the authority to create new positions, and staff requests approval of the proposed positions, with job descriptions as identified and attached.

The addition of the Chief Building Official position creates a much needed fourth position within the Building Division to assist with permit reviews, inspections, and technical input for projects. Creating this position will allow increased upward mobility and it will afford the Department the opportunity to obtain, and retain, staff with extensive qualifications and experience.

The creation of the Engineering/Building Technician positions allows the Department to fully staff the front counter and be better equipped to handle the increased responsibilities and expectations of the Department as well as the community. Both positions would assist the Building Permit Technician with day-to-day processes of the counter and building permits, process engineering related permits and documents, and would provide entry level planning and zoning information to the public as necessary. The existing Building Permit Technician job description would be reclassified as an Management/Confidential Series position as they will be supervising the new Engineering/Building Technician positions.

The reclassification of the existing Administrative Analyst I/II position to a new Project Manager position is to better reflect the added and increased responsibilities of the existing position in regards to the management of the office related portions of projects. In addition to this reclassification, and to help facilitate the needs of the Department in regards to new development, the new position of Assistant Project Manager is being created. This position would help the Project Manager to bridge the gaps between the different departments involved with new development projects, as well as the developer, and would help to facilitate a smoother interaction and quicker review times.

Upon approval of the reorganization, management would begin recruitments and processes necessary to proceed with the proposed reorganization.

RECOMMENDATION:

That the City Council:

1. Approve the creation of a new Chief Building Official classification at Salary Range 225 (\$6,181-7,544);
2. Approve the creation of a new Engineering/Building Technician classification for one new position and allocated to an existing position at Salary Range 163 (\$3,334-4,068);
3. Approve the reactivation of the Project Manager classification at Salary Range 215 (\$5,595-6,828);
4. Approve creation of a new Assistant Project Manager at Salary

Range 204 (\$5,014-6,119);

5. Approve the elimination of the Associate Engineer/Surveyor position; and

6. Authorize Administrative Services staff to amend such personnel documents and commence meet and consult activities as may be necessary to effectuate such proposed changes.

ATTACHMENTS:

1. Current Department Organization Chart
2. Proposed Department Organization Chart
3. Chief Building Official
4. Building & Engineering Technician
5. Assistant Project Manager

Appropriated/Funded:

Review By:

Department Director:

Javier Sanchez, Engineering & Project Management Director

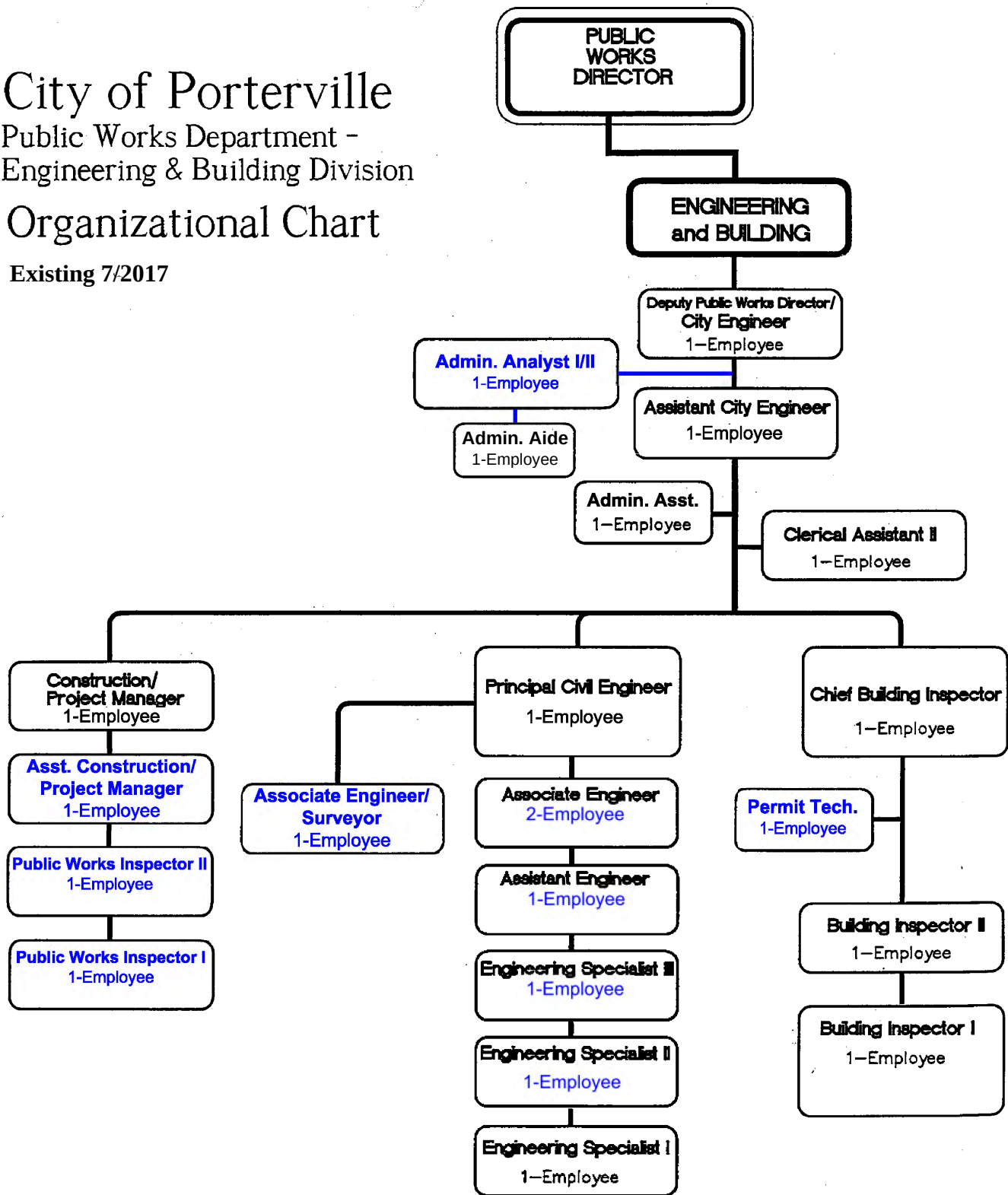
Final Approver: John Lollis, City Manager

City of Porterville

Public Works Department - Engineering & Building Division

Organizational Chart

Existing 7/2017

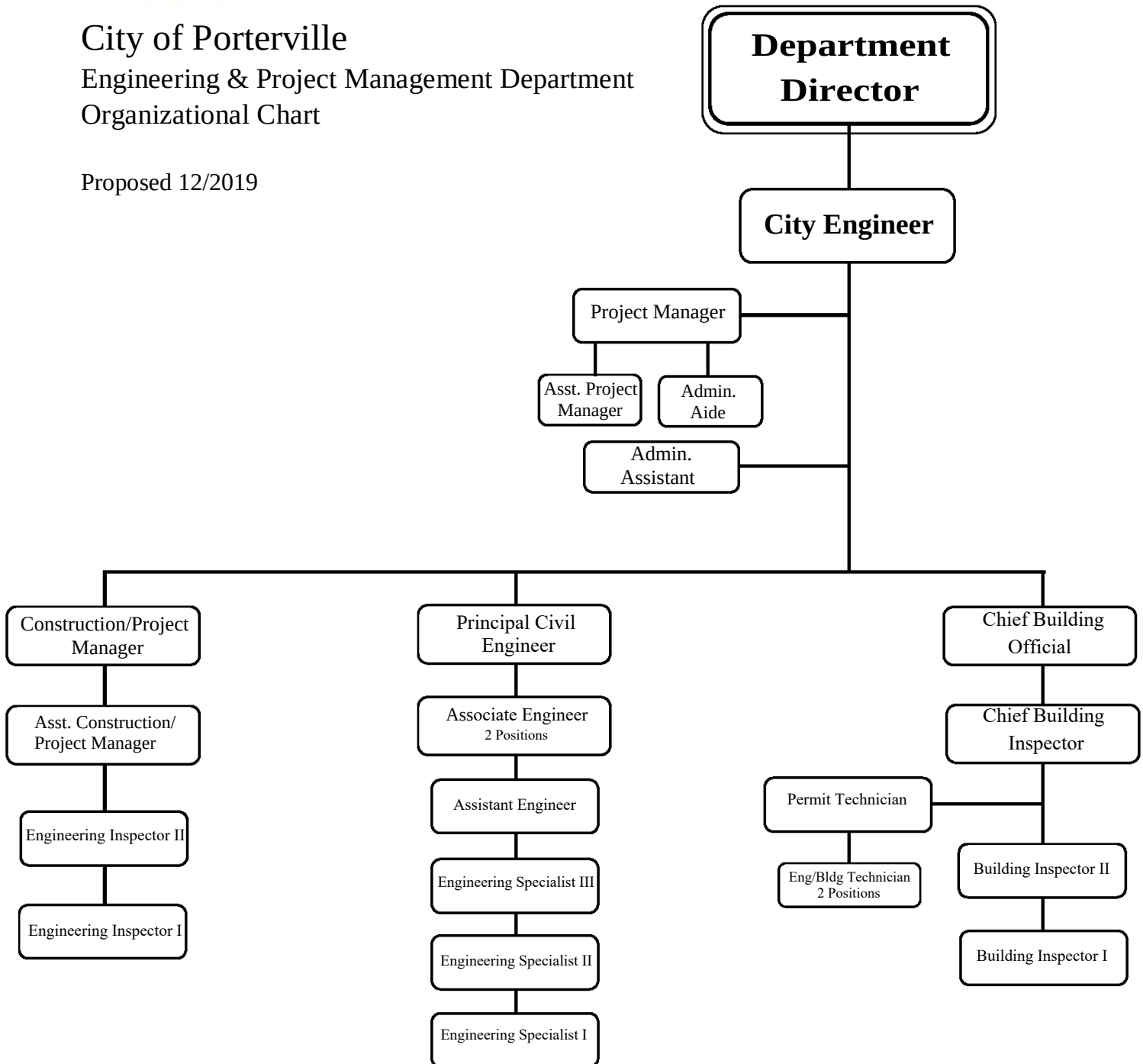


Total Positions = 22



City of Porterville
Engineering & Project Management Department
Organizational Chart

Proposed 12/2019



Total Positions = 24

CHIEF BUILDING OFFICIAL

DEFINITION

This class series performs comprehensive construction related duties including managing the building inspection activities of the City; prepares building ordinances for adoption by the City Council; inspects residential, commercial, and other types of buildings and structures in all stages of construction, alteration, and repair; enforces safety regulations and applicable building codes; per contract administration of improvement projects and field personnel supervision; performs related duties as required.

DISTINGUISHING CHARACTERISTICS

This is the journey level class in the Chief Building Official technical series and is distinguished from the entry level class by the assignment of the full range of duties, certifications obtained, and overall experience in this field. Receiving general direction from management staff, the incumbent performs a variety of technical and management work of considerable difficulty, supervises subordinate professional and/or technical staff involved in the investigation, quality control, quality assurance, and/or inspection of construction projects.

REPRESENTATIVE DUTIES

The duties listed below are examples of the work typically performed by the employee of this class. Not all assigned duties may be listed. Marginal duties are those which are non-essential job functions for this class.

1. Manages, organizes, and directs the building inspection activities in the City; coordinates building activities with other divisions and departments; assists in the selection of employees; trains and evaluates personnel; implements disciplinary actions.
2. Makes field inspections of residential, commercial and other types of building projects at various stages of construction or alteration for conformance to applicable zoning, plumbing, electrical, structural, and building codes, city ordinances, and state laws and permit applications; performs final inspections.
3. Reviews permit applications; reviews building plans for compliance with code; explains departmental procedures and policies; calculates fees; performs final review before issuance of permit.
4. Investigates complaints of substandard buildings and possible noncompliance with laws, codes, or ordinances related to zoning and building; meets with owner or representative to review corrective actions.
5. Acts as an information source in the interpretation of building and safety codes; assists the public and City crews in matters related to bringing building problems into compliance with codes; prepares ordinances for adoption by the City Council.
6. Assists with redevelopment projects; reviews proposed rehabilitation projects; inspects houses applying for housing loans; reviews projects for seismic and code compliance.

7. Keeps detailed records and prepares reports; assists public at counter and in the field on matters regarding building safety and inspection.
8. Represents and supports the policies and procedures established by the City Council, City Manager, Department Heads and Division Chiefs.

EMPLOYMENT STANDARDS

Education and/or Experience

Education, training, and/or experience that demonstrate possession of the knowledge, skills and abilities listed above. Required education and experience:

1. Four (4) years of progressively responsible experience inspecting buildings and/or building plan review and enforcing municipal, county, and/or state building codes: with two (2) of the four (4) years performing the most complex inspection including, but not limited to, commercial or multi-story buildings, tracts, apartments and condominiums; OR,
2. Four (4) years of progressively responsible experience performing building inspections for a California municipal agency.

Experience specific to access compliance plan review and inspection is desirable.

Knowledge of:

Principles and practices of building inspection, building materials, and accepted safety standards; modern methods of building construction; building, plumbing and electrical codes, ordinances and laws; disabled access laws and regulations; supervision practices.

Ability to:

Read blueprints; inspect construction according to submitted documents and appropriate codes; analyze, interpret and accurately check building plans and specifications; establish and maintain effective public relations; work cooperatively with builders, contractors and other members of the public; understand and follow verbal and written directions; communicate effectively, both verbally and in writing; prepare reports and records.

Exercise sound administrative judgment and initiative in the development of new methods and procedures and in the solution of difficult problems; direct inspections and archive compliance with construction plans, materials, and specifications; contact owners, contractors, and the general public, and effectively establish and maintain good working relationships; prepare clear, concise and competent reports, correspondence and other written materials and make clear oral presentations; work effectively in a fast paced environment; be decisive and work under pressure particularly when faced with unexpected occurrences and delays.

Required License:

Certification must be obtained within six (6) months of hire date. However, it is highly desirable that the incumbent will already possess this certification upon hire:

1. Certification as a Chief Building Official.

Notes:

Certificates must be issued by one of the following organizations: the International Conference of Building Officials (ICBO), the International Code Council/Council of

American Building Officials (ICC/CABO), the Building Officials and Code Administrators (BOCA), or the Southern Building Code Congress International (SBCCI). Pursuant to California Health and Safety Code, building officials employed by the City of Porterville to perform the above duties, must meet certification requirements and continuing education requirements.

Positions in this classification require incumbents to possess and maintain a valid California driver's license, Class C or higher, to carry out job related duties.

Physical Demands

Sitting, standing, walking, some climbing, stooping and bending. Dexterity and coordination to handle files and single pieces of paper; occasional lifting of objects up to 25 lbs., such as files, stacks of paper and other reference materials. Moving from place to place within the office; some reaching for items below and above desk level. Physical ability to perform complete and thorough building inspections.

WORKING CONDITIONS

Environment is generally clean with limited exposure to conditions such as dust, fumes, odors, and noise. A computer is used on a moderate basis. Temperature fluctuations due to both seasonal extremes and working in and out of doors. Independent travel throughout the area is required.

Date Adopted:

BUILDING & ENGINEERING TECHNICIAN

DEFINITION

Under direction, performs a variety of complex and responsible technical administrative duties as required in the department; performs related duties as required.

DISTINGUISHING CHARACTERISTICS

This classification is distinguished from both general clerical and technical series by the degree of compound specificity, knowledge and abilities required to complete assignments, comprehensive knowledge of the technical subject matter and clerical functions involved, accountability to potential seriousness of error, and degree of independent decision-making.

REPRESENTATIVE DUTIES

The duties listed below are examples of the work typically performed by the employee of this class. Not all assigned duties may be listed. Marginal duties are those which are non-essential job functions for this class.

1. Performs complex clerical/technical work involving the examination of a variety of source materials and thorough knowledge of the policies, procedures and applicable building regulations to complete work; processes documents such as permit applications checking for completeness and accuracy.
2. Operates as immediate support to the Building Permit Technician.
3. Performs a variety of routine and complex administrative and clerical processes which requires a thorough knowledge and understanding of department policies, procedures, and regulations.
4. Acts as receptionist by screening calls and visitors, referring inquiries as appropriate and responding to complaints and information requests.
5. Provides information to the public regarding activities and functions including explanations of rules/regulations, policies, and/or procedures.
6. Types, formats, edits, proofreads, files, gathers, follows-up on and compiles correspondence, reports, forms, and a variety of other documents related to the functions of the department and duties of the position.
7. Performs data entry; updates and maintains various records. Prepares a variety of documents from written and recorded sources or verbal instructions.
8. Issues and processes a variety of permits, applications, licenses, and other forms once approved by the necessary staff members and receives payments or deposits from customers.

9. Provides general planning information to the public regarding zoning classifications and setback requirements for the building permit process.
10. Maintains familiarity with ordinance and procedural changes and may assist in the implementation of said changes.
11. Performs related duties as required and/or assigned.

EMPLOYMENT STANDARDS

Education and/or Experience

Any combination of education, training, and/or experience that demonstrate possession of the knowledge, skills, and abilities listed above. A typical way of obtaining the required qualifications is to possess a high school diploma or equivalent, and three years of increasingly responsible administrative experience in an engineering, building, or similar office OR an Associate's Degree in architecture, planning, construction technology, business administration, administration of justice, or a closely related field and one year of experience involving frequent, fast paced public contact.

Knowledge of:

Office methods and practices; office equipment operation; English usage, spelling, grammar and punctuation; public contact techniques; letter composition and report writing; basic bookkeeping; arithmetic calculations; City and program organization, policies, and procedures applicable to the assigned work unit; data collection and evaluation methods; presentation techniques.

Ability to:

Apply technical knowledge and follow proper technique to perform a cursory review of building plans and read and interpret building plans, specifications, codes, and ordinances; communicate effectively and tactfully with individuals and small groups verbally and in writing; handle multiple customers in a fast-paced environment; enforce necessary regulations with firmness and tact; establish and maintain effective working relationships with associates, officials, and the general public.

Skill in:

Typing/keyboarding operation at a rate of 45 wpm.

Required License:

Positions in this classification require incumbents to possess and maintain a valid California driver's license, Class C or higher, to carry out job related duties.

WORKING CONDITIONS

This position is typically situated in a standard office environment but requires standing, bending, walking, reaching, squatting, lifting, and repetitive hand movement in the performance of the daily duties. The incumbent will often work with constant interruptions. Environment is generally clean with limited exposure to conditions such as dust, fumes, odors, and noise. A computer is used on a moderate basis. Periodic contact with angry and upset individuals.

ASSISTANT PROJECT MANAGER

DEFINITION

This class performs advanced administrative analytical work in support of Engineering and Project Management Department activities; provides administrative management support for assigned capital improvement projects; assists with coordinating various operational activities within the department; may supervise subordinate staff; and performs related duties as required.

DISTINGUISHING CHARACTERISTICS

This is the entry level class for the Project Manager technical series. Positions in this class will work under immediate supervision providing direct support and assistance to the Project Manager with the administration and implementation of processes and responsibilities of the Engineering and Project Management Department; other duties may apply as required.

REPRESENTATIVE DUTIES

The duties listed below are examples of the work typically performed by the employee of this class. Not all assigned duties may be listed below. Marginal duties are those which are non-essential job functions for this class.

1. Serves as the assistant administrative manager for assigned engineering and/or development projects; structures, assigns, schedules and participates in administrative work tasks; monitors work progress and reviews completed work; and coordinates with other staff, consultants and contractors.
2. Establishes and maintains communication with various parties involved with and/or impacted by project activities; meets with managers and others to review and update project status; may serve on committees, task forces, commissions and/or other entities.
3. Conducts research into administrative issues and concerns; works with City officials, other employees and various parties to obtain information, clarify details and understand the issues/concerns under study; compiles information for reports; evaluates alternatives and makes recommendations.
4. Oversight of surveying activities including legal descriptions and exhibits.
5. May be assigned other professional and/or management responsibilities.

EMPLOYMENT STANDARDS

Education and/or Experience

Any combination of education and experience that provides the required knowledge and abilities below is qualifying. A typical way to obtain the required knowledge and abilities would be:

Education - Graduation from an accredited college or university with a Associate's degree in business or public administration, construction management, engineering, or a closely related field.

Experience – Two years performing administrative support work involving construction and/or development projects.

Knowledge of:

Typical municipal organization and programs, local government relationships, and community relations; basic steps and processes involved with development and construction projects; principles and practices of customer relations and public contact; advanced administrative and office methods, procedures, terms, and equipment; methods of data collection and evaluation; research methods, letter composition, and report writing; techniques for presenting information; operation of varied office equipment, including computer hardware, software, and peripherals.

Ability to:

Work at a professional level to research, understand, explain and apply complex rules, regulations, ordinances, policies and procedures; coordinated various construction/development related processes; independently evaluate and resolve situations, including those that fall within established policies and procedures and those that require substantial judgment; exercise tact and discretion in dealing with public and handling sensitive information; organize and conduct research; analyze data, draw logical conclusions and make appropriate recommendations; summarize narrative information; prepare narrative and statistical reports; devise new methods and streamline procedures; communicate effectively, both orally and in writing; establish and maintain effective working relationships with superiors, subordinates, other City staff, outside organizations/individuals and the general public; prioritize and organize work to meet deadlines; lead, coordinate and/or supervise others if assigned; use computers effectively to accomplish work objectives.

Special Requirements

Possession of or ability to obtain and maintain a valid California Driver's License may be required at the time of appointment.

Physical Demands

Sitting, standing, walking, some stooping and bending. Dexterity and coordination to handle files and single pieces of paper; occasional lifting of objects up to 25 lbs. such as files, stacks of paper and other reference materials. Moving from place to place within the office and occasional field inspections; some reaching for items below and above desk level.

WORKING CONDITIONS

Work environment is generally clean with limited exposure to conditions such as dust, fumes, odors, or noise. A computer is used on a daily basis. Occasional contact with angry and upset individuals.



CITY COUNCIL AGENDA – DECEMBER 17, 2019

SUBJECT: Repealing and Replacing Resolution 31-2019 Concerning the Order of Business to be Followed at Regular City Council Meetings

SOURCE: Administrative Services

COMMENT: At its meeting of December 3, 2019, the City Council considered several revisions to its Procedural Handbook, including a change in the order of business conducted at regular City Council meetings to relocate "Oral Communications", as well as changes to the Proclamation process which included the removal of Proclamations from the agenda. Council directed staff to amend the order of business so as to relocate "Oral Communications" to occur immediately following "Presentations." Based on Council's action concerning the new Proclamation process, "Proclamations" has now been removed.

Because the Council's Order of Business is established by Resolution, it is necessary to repeal Resolution No. 31-2019 and replace it with the draft Resolution provided herein for Council's consideration.

RECOMMENDATION: That the City Council adopt the draft Resolution to repeal and replace Resolution No. 31-2019 concerning the order of business for regular City Council Meetings; and direct staff to make the necessary revisions in the City Council's Procedural Handbook concerning same.

ATTACHMENTS:

1. Resolution 31-2019
2. Draft Resolution re: Order of Business

Appropriated/Funded:

Review By:

Department Director:

Patrice Hildreth, Deputy City Manager

Final Approver: John Lollis, City Manager

RESOLUTION NO. 31-2019

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF PORTERVILLE RESCINDING RESOLUTION 101-2010
AND ESTABLISHING NEW ORDER OF BUSINESS TO BE FOLLOWED
AT REGULAR MEETINGS OF THE CITY COUNCIL**

BE IT RESOLVED by the City Council of the City of Porterville that Resolution No. 101-2010 is herein rescinded.

BE IT FURTHER RESOLVED that the following is the order of business to be followed in conducting the regular meetings of the City Council:

- MEETING CALLED TO ORDER
- ROLL CALL
- ORAL COMMUNICATIONS (closed session items only)
- CLOSED SESSION
- RECONVENE OPEN SESSION
- REPORT ON ACTION TAKEN IN CLOSED SESSION
- PLEDGE OF ALLEGIANCE
- INVOCATION
- PROCLAMATIONS/PRESENTATIONS
- COMMITTEE & COMMISSION REPORTS
- AB 1234 REPORTS
- STAFF INFORMATIONAL REPORTS
- ORAL COMMUNICATIONS (on any matter of interest)
- CONSENT CALENDAR – to include:
 - Approval of Minutes
 - Claims Against the City
 - Payment of Bills
 - Payments on Public Works Projects
 - Authorization to Purchase
 - Authorization to Call for Bids
 - Award of Bids
 - Acceptance of Projects
 - Acceptance of Dedications/Property
 - Approval of Final Tract Maps
 - Annexations
 - Requests for City Services
 - Reports
 - Other Routine Matters
- PUBLIC HEARINGS
- SECOND READINGS
- SCHEDULED MATTERS

- ORAL COMMUNICATIONS (on any matter of interest)
- COUNCIL COMMENTS
- ADJOURNMENT

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


Martha A. Flores, Mayor

ATTEST:

John D. Lollis, City Clerk


By: Patrice Hildreth, Chief Deputy City Clerk

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 21st day of May, 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: Fernando Gabriel-Moraga, Acting Deputy City Clerk

RESOLUTION NO. ____-2019

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF PORTERVILLE RESCINDING RESOLUTION 31-2019
AND ESTABLISHING NEW ORDER OF BUSINESS TO BE FOLLOWED
AT REGULAR MEETINGS OF THE CITY COUNCIL**

BE IT RESOLVED by the City Council of the City of Porterville that Resolution No. 31-2019 is herein rescinded.

BE IT FURTHER RESOLVED that the following is the order of business to be followed in conducting the regular meetings of the City Council:

- MEETING CALLED TO ORDER
- ROLL CALL
- ORAL COMMUNICATIONS (closed session items only)
- CLOSED SESSION
- RECONVENE OPEN SESSION
- REPORT ON ACTION TAKEN IN CLOSED SESSION
- PLEDGE OF ALLEGIANCE
- INVOCATION
- PRESENTATIONS
- ORAL COMMUNICATIONS (on any matter of interest)
- REPORTS
- CONSENT CALENDAR – to include:
 - Approval of Minutes
 - Claims Against the City
 - Payment of Bills
 - Payments on Public Works Projects
 - Authorization to Purchase
 - Authorization to Call for Bids
 - Award of Bids
 - Acceptance of Projects
 - Acceptance of Dedications/Property
 - Approval of Final Tract Maps
 - Annexations
 - Requests for City Services
 - Reports
 - Other Routine Matters
- PUBLIC HEARINGS
- SECOND READINGS
- SCHEDULED MATTERS

- ORAL COMMUNICATIONS (on any matter of interest)
- COUNCIL COMMENTS
- ADJOURNMENT

PASSED, APPROVED AND ADOPTED this 17th day of December, 2019.

Martha A. Flores, Mayor

ATTEST:

John D. Lollis, City Clerk

By: Patrice Hildreth, Chief Deputy City Clerk



CITY COUNCIL AGENDA – DECEMBER 17, 2019

SUBJECT: Cancellation of January 7, 2020, City Council Meeting

SOURCE: Administrative Services

COMMENT: The City Council has cancelled the first Council Meeting in January for the past sixteen (16) years in consideration of staff workloads and efforts to conform to the vacation and administrative leave policies for applicable management and support personnel. In light of this, this item is again being presented for Council's consideration.

If the January 7th meeting is not held, the next regularly scheduled meeting would be January 21, 2020. However, should the necessity arise, a special meeting could be scheduled to expedite any item which might require immediate action.

RECOMMENDATION: That the City Council cancel the January 7, 2020, City Council Meeting.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:

Patrice Hildreth, Deputy City Manager

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – DECEMBER 17, 2019

SUBJECT: City Council Member Requested Agenda Item - Quarterly Reporting of Council Member Attendance at Appointed Board and Committee Meetings

SOURCE: City Manager's Office

COMMENT: During Other Matters of the City Council's meeting of December 3, 2019, Council Member Gurrola requested that the Council consider the quarterly reporting of Council Member attendance at appointed board and committee meetings. Pursuant to the City Council Procedural Handbook, should the Council approve to consider Council Member Gurrola's request, the subject would be considered as a Scheduled Matter at the Council's next regular meeting.

RECOMMENDATION: That the City Council approve Council Member Gurrola's request to consider the quarterly reporting of Council Member attendance at appointed board and committee meetings as a Scheduled Matter at its next regular meeting.

ATTACHMENTS:

Appropriated/Funded:

Review By:
Department Director:

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – DECEMBER 17, 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 December 3, 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 were 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 initial 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 eighty (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 forty (40) homes that are located along existing City water mains. Subsequently, the State officially requested that the City approve the connection of an additional thirty (30) residences as part of the first immediate connections, for up to a total of seventy (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 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 continues to work 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.

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 began on the project. At its meeting on October 1, 2019, the Council accepted the public works segment of the project in the installation of water mains as complete, with Self-Help and CSET continuing to collaborate on the completion of the individual private connections. City staff has recently been made aware that there may be additional residences whose wells are dry that are located along existing City water mains or may require further extension of water mains, which Self-Help may request the City allow the placement of temporary water tanks at the residences for up to six (6) months so that the affected residents would be eligible for State-funded connections. Staff is coordinating with State staff on addressing these new needs.

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. At its meeting on October 1, 2019, the Council directed staff to proceed with the amendment of the UDB to facilitate annexation, which a public meeting with the affected residents was conducted on Wednesday, October 9, 2019.

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 fourteen (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.

DDW has further reported to the City that the Beverly Grand Mutual Water Company water system, located north of West North Grand Avenue, is experiencing problems with its existing well and water quality issues, and desires its connection to the City's system to serve the 31 residences the system serves. 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 has agreed to pay appropriate fees toward developing a capacity development project, which at its meeting of October 3, 2017, the Council approved a purchase agreement with Smee Homes, Inc. for the acquisition of property along the Tule River for the development of a new municipal well. At its meeting of October 1, 2019, the Council approved proceeding with the consolidation of the Beverly Grand water system.

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

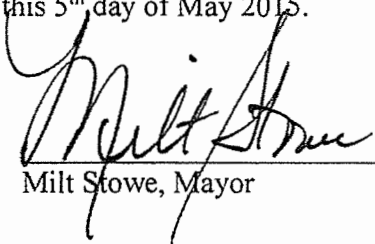
WHEREAS: the long-term ramifications of the current drought will have a significant impact on the city of Porterville and potentially pose a danger to the health and welfare of its residents; and

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

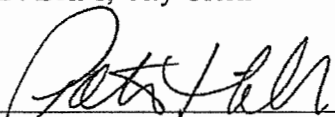
BE IT FURTHER RESOLVED: that the City Council of the City of Porterville requests the Governor and California Department of Water Resources make available California Disaster Assistance Act funding for the State of Local Emergency proclaimed on May 5, 2015, and seek all available forms of Federal assistance,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

Legend

 East Porterville Project

East Porterville Proje

Parcels Within Project

CityLimits

UDB

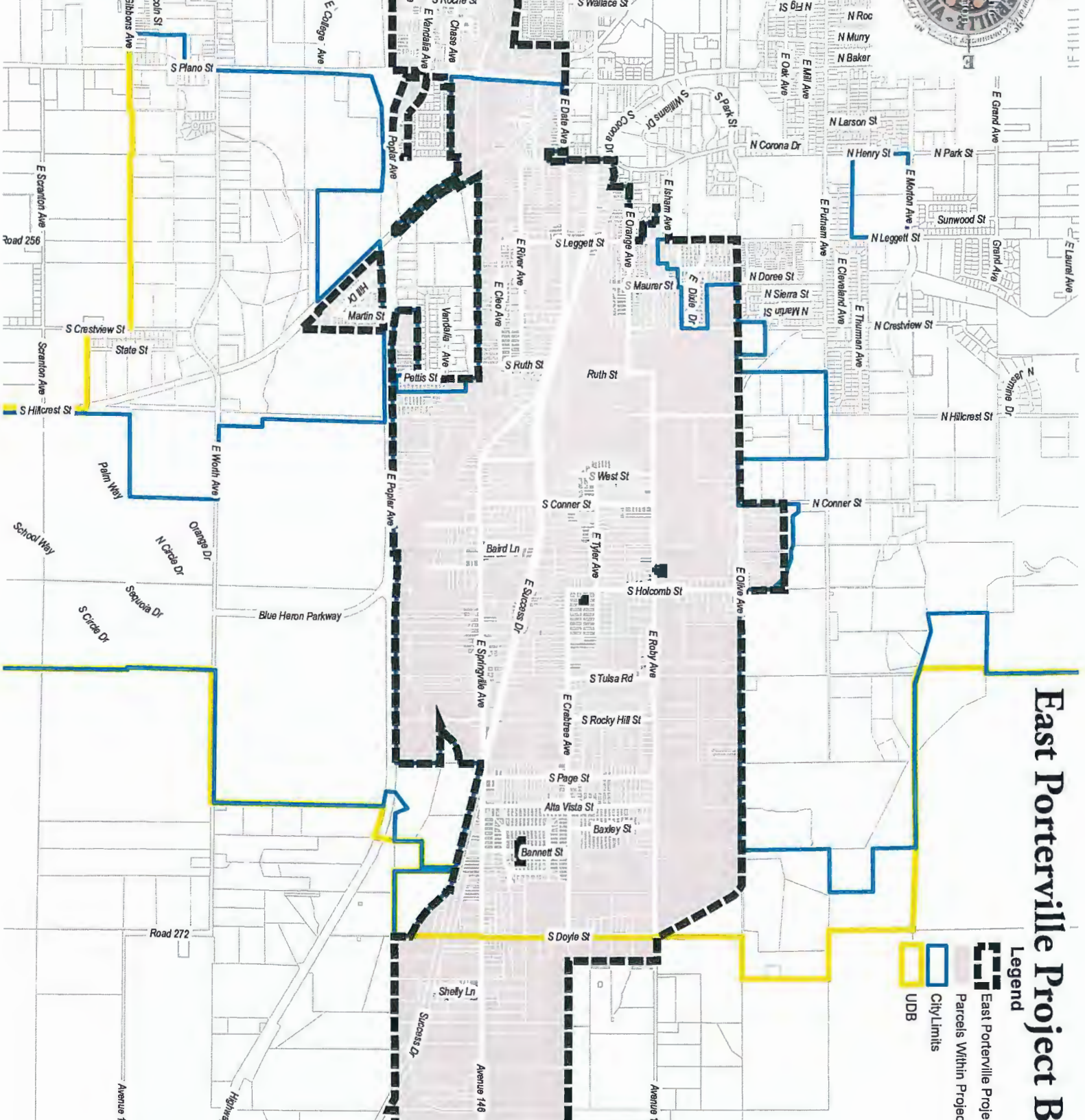


EXHIBIT 'B'

RESOLUTION NO. 74 -2014

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE DEFINING OBJECTIVES AND POLICIES FOR ANNEXATIONS AND MUNICIPAL SERVICES

WHEREAS: The City of Porterville established a policy concerning annexation and provision of municipal services in 1986, noting that “the City, in order to grow for reasons of economies of scale and quality of services must expand its boundaries within reason, generally encourages the owners of properties contiguous to the city of Porterville to annex to said City of Porterville”; and

WHEREAS: Since 1990, the population of the city of Porterville has increased 53% according to the California Department of Finance, and the land area of the city proper has increased by 38% according to City annexation records; and

WHEREAS: The City of Porterville accepts its responsibility to provide municipal services to those residents, businesses, and other land uses within the limits of the city. The City of Porterville has taken the position that the costs of all physical improvements within the city have been paid by property owners, and other taxes derived in the city, and, therefore, these same people should not be required to bear the expense of additional physical improvements needed to serve newly annexed areas.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Porterville does hereby define the following objectives related to annexations and municipal services:

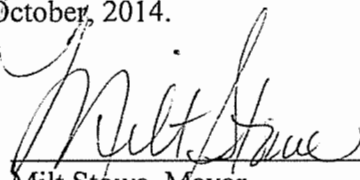
1. To promote orderly development while discouraging urban sprawl, preserving open space and prime agricultural lands, and efficiently extending government services.
2. To honor the City’s fundamental responsibility to provide efficient and sustainable public services to the inhabitants of the city, and where appropriate, to provide those services beyond the limits of the city within the Urban Development Boundary, and only in extreme cases to those properties beyond the Urban Development Boundary within the Urban Area Boundary.
3. To provide for land development and growth in a manner consistent with the General Plan, particularly as it relates to land use and circulation.
4. To consider an application upon its own merits, and identify what benefits would accrue to the City as an agency and service provider, to the residents of the city of Porterville, and to the applicant.
5. To identify the problems involved in any proposal considered for annexation or request for extra-territorial services and resolve them in the manner most beneficial to the properties within the city of Porterville.
6. To develop factual information to permit informed discussion between City representatives and property owners/residents of unincorporated territories.

BE IT FURTHER RESOLVED, that the City Council of the City of Porterville does hereby establish the following policies for consideration of annexations and municipal services:

1. It shall be the policy of the City of Porterville to consider annexation proposals only within the Urban Development Boundary, which is defined as the City of Porterville Annexation Boundary, as adopted by Tulare County Local Area Formation Commission (LAFCo).

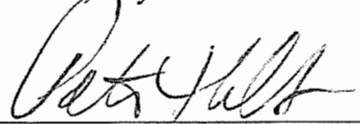
2. It shall be the policy of the City of Porterville to consider extra-territorial service requests primarily within the Urban Development Boundary, which is defined as the City of Porterville Annexation Boundary, as adopted by Tulare County LAFCo.
3. It shall be the policy of the City of Porterville, only where necessary in order to respond to an existing or impending threat to public health or safety of affected residents, to consider extra-territorial service requests within the Urban Area Boundary, as adopted by City Council and identified on the City of Porterville Zoning Map.
4. It shall be the policy of the City of Porterville to consider annexation proposals and extra-territorial service requests in a manner consistent with the policies and regulations adopted by the Tulare County LAFCo and the State of California, as applicable.
5. It shall be the policy of the City of Porterville to discourage single-family one (1) lot annexation proposals that may have an adverse fiscal impact on the City of Porterville.
6. It shall be the policy of the City Council that territory shall not be annexed to the city of Porterville, which as a result of such annexation, unincorporated territory is completely surrounded, or substantially surrounded by the city of Porterville.
7. It shall be the policy of the City of Porterville that annexation proposals shall be in conformance with the Cortese-Knox-Hertzberg Act of 2000, as amended.
8. It shall be the policy of the City Council to consider each petition/consent for annexation upon its relationship to what economic benefits will accrue to the City of Porterville, and to the area residents/property owners.
9. It shall be the policy of the City Council that the costs of all physical improvements will be borne by the property owners/resident or developer.
10. It shall be the policy of the City of Porterville to maintain the viability of agricultural productivity; i.e. protecting and conserving as much agricultural land as possible in the area surrounding the Porterville community.
11. It shall be the policy of the City of Porterville that the applicant for annexation present proposals to the Project Review Committee and explain the particulars of the area under consideration for possible annexation, including a plan for services.
12. It shall be the policy of the City of Porterville to consider any requests for annexation or extra-territorial services in a manner consistent with the procedures adopted by resolution of the City Council.

PASSED, APPROVED AND ADOPTED this 21st day of October, 2014.


Milt Stowe, Mayor

ATTEST:

John D. Lollis, City Clerk

By: 
Patrice Hildreth, Chief Deputy City Clerk

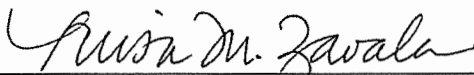
STATE OF CALIFORNIA)
CITY OF PORTERVILLE) SS
COUNTY OF TULARE)

I, JOHN D. LOLLIS, the duly appointed City Clerk of the City of Porterville do hereby certify and declare that the foregoing is a full, true and correct copy of the resolution passed and adopted by the Council of the City of Porterville at regular meeting of the Porterville City Council duly called and held on the 21st day of October, 2014.

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

Council:	REYES	WARD	STOWE	HAMILTON	GURROLA
AYES:	X		X	X	X
NOES:		X			
ABSTAIN:					
ABSENT:					

JOHN D. LOLLIS, City Clerk


By: Luisa M. Zavala, Deputy City Clerk

RESOLUTION 19-2016

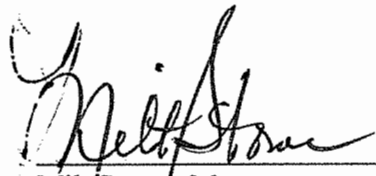
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
ESTABLISHING PROCEDURES FOR ANNEXATIONS AND EXTENSION OF
MUNICIPAL SERVICES

WHEREAS: On October 21, 2014, the City Council of the City of Porterville adopted two resolutions that defined objectives and policies, and established procedures for annexations and municipal services, respectively; and

WHEREAS: The on-going, severe drought of the past few years has created a situation where hundreds of parcels in the East Porterville area are experiencing dry wells, or wells of substandard water quality. State and regional agencies have come together with the City to identify and develop a long-term solution to this crisis, which will involve a significant infrastructure project to allow extension of municipal water services to the area. Not all parcels within the subject area meet the mandatory findings for extra-territorial service agreements as identified in the City's current procedures.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Porterville does hereby amend existing procedures to submit application for municipal services, and to have said application(s) processed as outlined in Exhibit "A", attached. The exemption identified for the East Porterville Feasibility Study Project Area will apply to the area represented in Exhibit "B".

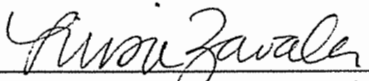
PASSED, APPROVED AND ADOPTED this 19th day of April, 2016.



Milt Stowe, Mayor

ATTEST:

John D. Lollis, City Clerk

BY 

Luisa Zavala, Deputy City Clerk

All properties requesting annexation or extraterritorial services are subject to the procedures established below unless otherwise stated. Compliance with City of Porterville procedures does not guarantee approval by LAFCo of annexations or extra-territorial service agreements. Upon request for an annexation or extraterritorial services request, staff will evaluate whether the applicant's property is within the City's Urban Development Boundary or Urban Area Boundary and explain the process.

ANNEXATION APPLICATION PROCEDURE

1. A complete annexation application packet includes: fees, an Irrevocable Agreement to Annex, information as needed to define a deed restriction specific to land use and zoning, Application for Annexation, and other materials as required with those applications respectively.
2. On receipt of an application as outlined above, all materials will be considered by the Project Review Committee, who will coordinate in a pre-consultation process with LAFCO staff and the County Public Works Department for review and recommendation.
3. During review by the Project Review Committee of the necessary application and data, staff will prepare a report and findings on all aspects of the proposed action(s).
4. An environmental document will be prepared pursuant to the California Environmental Quality Act (CEQA), reviewing the potential environmental effect of the proposed activities. The Zoning Administrator will make an initial determination of the level of environmental review required.
5. After proper noticing, a public hearing will be held for the City Council to hear comments related to the project at a regularly scheduled meeting. The Council will authorize staff to initiate the application with LAFCo. Documents will be filed in accordance with the Cortese-Knox-Hertzberg Act of 2000, as amended, and submitted to the Local Agency Formation Commission for its review, recommendation and action.
6. On consummation by the City Council, the City Clerk shall submit the necessary materials to the State Board of Equalization with the appropriate acreage fees, which are paid by the Applicant.
7. In the event the annexation fails, either by dissenting votes of the City Council or at hearing at LAFCo, the City Council may approve an extraterritorial service agreement within the Urban Development Boundary, subject to conditions identified in the deed restriction.

ANNEXATION EXEMPTION PROCEDURE

Where a certain property meets all of the following criteria, they may proceed with an Extraterritorial Service Agreement for water or storm-water drainage without first attempting annexation, subject to the conditions of Extraterritorial Service Agreements as defined below.

1. Previously developed single family residences on parcels 24,999 square feet or smaller, OR a school developed by a State funded school district.
2. The parcel requesting services must be immediately adjacent to a municipal main providing the requested service, or the property owner shall provide for the extension of the main line to City standards at their expense.

EXTRATERRITORIAL SERVICES APPLICATION PROCEDURE

Extraterritorial Service connections may be made subject to the following conditions. Note specific parameters and the required findings for connections in the Urban Development Boundary and the Urban Area Boundary.

1. Application: A complete extraterritorial services application packet includes: fees, an Irrevocable Agreement to Annex, information as needed to define a deed restriction specific to land use and zoning, and other materials as required with those applications respectively.
2. General Plan Consistency:
 - a. Proposed Uses and Improvements: Service connections are to be withheld from proposed uses and improvements that would not be consistent with the adopted Land Use Element of the Porterville Area General Plan and the City of Porterville General Plan.
 - b. Existing Uses and Improvements: Service connections to existing uses and improvements which are not consistent with the adopted Land Use Element of the Porterville Area General Plan and the City of Porterville General Plan shall be considered at the discretion of the City Council, and may be subject to other restrictions.
3. Agreements and covenants:
 - a. A deed restriction specific to land use and zoning must be approved by the property owner and the City Council, and recorded with the County of Tulare upon the property, at the applicant's cost.
 - b. An irrevocable agreement to annex must be signed by the property owner and recorded with the County of Tulare upon the property, at the applicant's cost.
4. Time limitations: The City Manager or his designee, or the City Council may condition the approval of applications for service connections by establishing a time frame within which connections must be made to avoid re-application.
5. Improvement Plans: Applications for service connections, which necessitate the extension of one or more municipal facilities to property in order to make such connections, shall be conditioned by the City Manager or his designee, or the City Council to require that Construction Drawings of the intended public improvements be submitted to the City Engineer for plan check and approval. Costs incurred for the preparation of improvement plans, and certain off-site construction and/or installation costs related to extending facilities, shall be the responsibility of the applicant.
6. Fees: Prior to the issuance of a Connection Permit, payment must be made to the City of Porterville of all fees pertinent to the respective service connection, or connections, approved by the City Manager or his designee, or the City Council.

Within the Urban Development Boundary:

For connection of water or storm-water facilities, the requesting party must fully fund the extension of infrastructure if it does not already exist in order to connect. The City of Porterville Wastewater Facility is a regional facility and as such, an extraterritorial service request cannot be denied; however, the requesting party must fund a fair share of the extension of infrastructure if it does not already exist in order to connect. Contract services for police, fire, or building inspection services shall be approved by resolution of the City Council.

For connection of water or storm-water facilities, the following findings must be made in order for the Council approve an extraterritorial service connection:

- That the subject property is a previously developed single family residence on a parcel 24,999 square feet or smaller, OR a school developed by a State funded school district.
- That failure to connect to municipal services would result in a threat to public health or safety of affected residents.
- That connection of the subject property would not result in a negative impact to the City of Porterville water and/or storm-water system.
- That the subject property is not within an island as defined by Tulare LAFCo.
- That an attempt to annex the subject site is not realistic given current city limit boundaries. Specifically, the parcel is too far removed from the city limit, and/or the number and valuation of adjacent parcels would result in a failed annexation effort.

Within the Urban Area Boundary:

For connection of water or storm-water facilities, the requesting party must fully fund the extension of infrastructure if it does not already exist in order to connect. The City of Porterville Wastewater Facility is a regional facility and as such, an extraterritorial service request cannot be denied; however, the requesting party must fund a fair share of the extension of infrastructure if it does not already exist in order to connect. Contract services for police, fire, or building inspection services shall be approved by resolution of the City Council.

For connection of water or storm-water facilities, the following findings must be made in order for the Council approve an extraterritorial service connection:

- That the subject property is a previously developed single family residence on a parcel 24,999 square feet or smaller, OR a school developed by a State funded school district.
- That failure to connect to municipal services would result in a threat to public health or safety of affected residents.
- That connection of the subject property would not result in a negative impact to the City of Porterville water and/or storm-water system.

EXEMPTIONS AND EXCEPTIONS

1. PVPUD: Connections to Porterville Regional Sewage Treatment Facilities serving uses and improvements to property within the boundaries and jurisdiction of the Porter Vista Public Utility District (PVPUD) are exempted from application to the City of Porterville. Interested parties should contact the PVPUD for information on connection requirements and fees pertaining

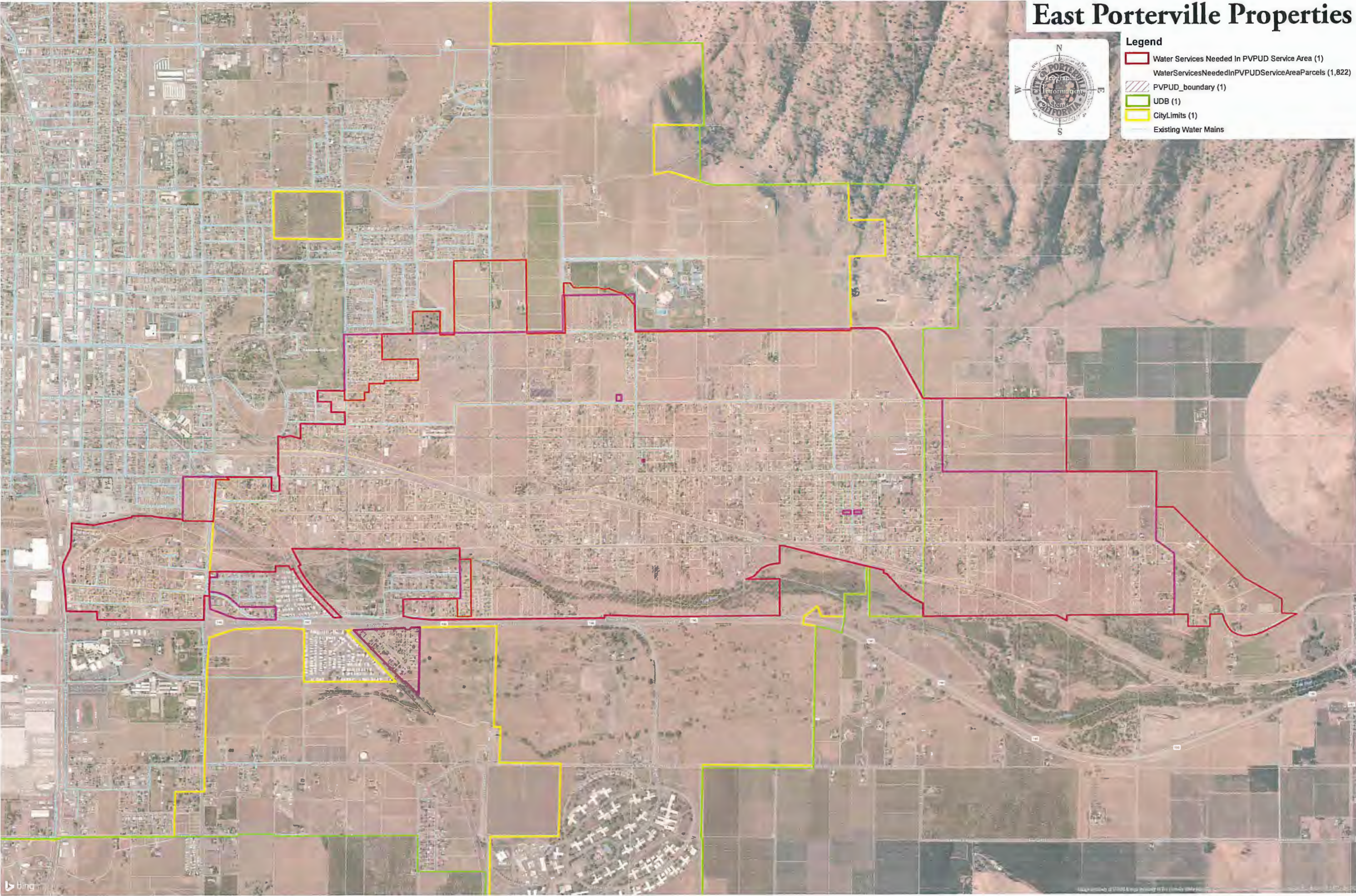
to sewer services. This exemption does not apply to requests for connection to Municipal Water and/or Master Storm Drain Facilities.

2. PRIOR APPROVALS: Porterville City Council approval of requests for connection to Regional Sewage Treatment, Municipal Water and/or Master Storm Drain Facilities as authorized prior to the adoption and effective date of the respective policies set forth herein shall remain valid and in force according to the terms and conditions initially specified at the time of approval, and re-application will not be required.

3. PROPERTIES WITHIN THE EAST PORTERVILLE FEASIBILITY STUDY PROJECT AREA: The California State Water Resources Control Board, in coordination with the Department of Water Resources Drought Task Force, is charged with preparing a feasibility study to define a long-term solution to the water related issues in East Porterville. Properties within that boundary would be permitted to apply for connection, whether in association with DWR, SWRCB, or at a later date, on their own. Such connections would be subject to the mandatory findings as outlined in this procedure, with the following exceptions:

- Rather than require that the subject property be a developed single-family residence on a parcel 24,999 square feet or smaller, neither the land use nor the parcel size would be restricted neither the land use nor the parcel size would be restricted for legal and legal non-conforming structures and land uses existing as of April 29, 2016.
- Further, properties within certain islands in the EPFS Project Area would not be required to annex prior to connection. This exception does not limit the City of Porterville's authority to pursue annexation in the future, but rather waives the requirement that annexation must be approved prior to connection.

East Porterville Properties



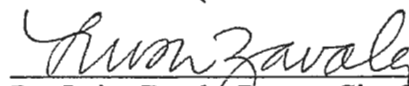
STATE OF CALIFORNIA)
CITY OF PORTERVILLE) SS
COUNTY OF TULARE)

I, JOHN D. LOLLIS, the duly appointed City Clerk of the City of Porterville do hereby certify and declare that the foregoing is a full, true and correct copy of the resolution passed and adopted by the Council of the City of Porterville at regular meeting of the Porterville City Council duly called and held on the 19th day of April, 2016.

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

Council:	REYES	WARD	STOWE	HAMILTON	GURROLA
AYES:	X	X	X	X	
NOES:					
ABSTAIN:					
ABSENT:					X

JOHN D. LOLLIS, City Clerk



By: Luisa Zavala, Deputy City Clerk

EXHIBIT 'C'



EXHIBIT 'D'

Scope of Work

Task	Description	Cost
1.2	Prepare Well Drilling Plans, Specifications, and Estimates	\$468.00
3.2	Prepare Well Equipping Plans, Specifications, and Estimates	\$1,526.00
5	Ph. 1 Preconstruction Meeting	\$1,357.43
Total:		\$3,351.43

Consulting Engineering work will be reimbursed directly to Dee Jaspar & Associates under Tulare County Agreement No. 1276, including the following Tasks:

Task 4.1	Project Evaluations and Field Surveying	\$58,326.00
Task 4.2	Prepare Well Equipping Plans, Specifications, and Estimates	\$30,000.00
Task 4.3	Prepare and Assist with SCE Application & Telephone Service	\$5,000.00
Task 4.4	SCE Costs	\$15,000.00
Total:		\$108,326.00

Discussion Draft

Subject to Additional Review and Modification by the Parties

Porterville MOU
Draft 2
June 15, 2016
PortervilleEmergencyMOU061516



Memorandum of Understanding (MOU)

Regarding the Provisions of Emergency Water Supplies to East Porterville

by the California Department of Water Resources (DWR), California Office of Emergency

Service (OES), the State Water Resources Control Board (SWRCB),

the County of Tulare (County), and City of Porterville (Porterville),

which are collectively known as the “Parties”

Recitals

Whereas, some residents living in an unincorporated area of Tulare County, commonly known as “East Porterville,” have experienced loss of adequate water supply to their homes and properties as a result of severe drought conditions, which has caused significant hardship for the residents;

Whereas, Governor Edmund G. Brown Junior has directed all State agencies to assist these residents who are in need of water supplies with emergency and long-term assistance;

Whereas, Governor Edmund G. Brown Junior signed Assembly Bill 685 in 2012, adding Water Code section 106.3, which recognizes that every human being has the right to safe, clean, affordable, and accessible water adequate for human consumption, cooking, and sanitary purposes, and which requires all relevant state agencies to consider this right when revising, adopting, or establishing pertinent policies, regulations, and grant criteria;

Whereas, the Parties have provided emergency water supplies to some residents of East Porterville that are without an adequate household water supply;

Whereas, the Parties to this MOU seek an emergency and long-term solution to the lack of adequate household water supply by developing and providing continuous water supplies to these residents;

Whereas, East Porterville is located east and adjacent to Porterville, which has an existing municipal water system that serves residents within the incorporated area of Porterville;

Whereas, some of the residents of East Porterville without an adequate household water supply could be connected to Porterville's municipal water system provided certain arrangements and projects are carried out by the Parties;

Whereas, Vandalia is a neighborhood located within Porterville, and some Vandalia residents lack adequate household water supply and these households could be connected to Porterville's municipal water system;

Whereas, the Parties have met and have discussed alternative plans and projects that would provide an emergency water supply from Porterville to some residents of East Porterville and Vandalia in an expeditious manner;

Whereas, to advance these projects, DWR has provided funding, as reflected in the agreement between DWR and Tulare attached as Exhibit 1, for a municipal well designated as "Well C1" located in Tulare County that ultimately could be used to supply water to these residents of East Porterville;

Whereas, the SWRCB has also provided funding for Well C1, as reflected in the agreement between the SWRCB and the County attached as Exhibit 2;

Whereas, the County and Porterville intend to execute an agreement, a draft of which is attached as Exhibit 3, that will connect Well C1 to Porterville's municipal water system and that will provide for an adequate household water supply for some residents of East Porterville; and

Whereas, the Parties have reached an understanding on how best to implement the project alternative that will provide an adequate household water supply to some residents of East Porterville and Vandalia, and alleviate the hardships in an expeditious, cost-effective manner.

Understanding

A. Description of Emergency Project and Long-Term Plan

1. The purpose of this MOU is to set forth in writing the intentions of the Parties of how best to move forward with plans to complete an emergency water supply project (Project) to some residents in the East Porterville and Vandalia areas, which are represented in Exhibit 4. (Map showing East Porterville and Porterville). The goal of the Project is to provide an adequate household water supply to some of the residents and properties in these areas that do not have one presently, and to end the need of the Parties to provide temporary water supplies to those residents through tanks and bottles.

2. The Parties intend to develop the Project in two phases. Phase 1 will make municipal water connections to the properties in East Porterville that have dry wells and are adjacent to Porterville's existing municipal water distribution system. It is estimated that this phase will serve 40 properties with dry wells that are currently receiving temporary household water supplies.

3. The Parties intend that Phase 2 of the Project will provide municipal water supply to approximately 500 properties in East Porterville and in Vandalia that have dry wells or otherwise lack an adequate source of water and have not been connected by Phase 1. In order to complete Phase 2, the residents of these properties will likewise need to connect to Porterville's municipal water system.

4. As soon as possible, Porterville and DWR will undertake Phase 1 of the Project and connect the properties in East Porterville that are adjacent to Porterville's existing municipal water distribution system. These connections will be accomplished as described in Water Installation Diagram attached as Exhibit 5 and based on the cost estimate, which is attached as Exhibit 6. In order to make these connections, a property owner desiring to receive public water supply will need to execute the Extraterritorial Service Agreement, a sample of which is attached as Exhibit 7, and the SWRCB's Water Connection Agreement, a sample of which is attached as Exhibit 8. Necessary signatures and agreements with property owners will be sought through SWRCB's outreach carried out with the assistance of all Parties to this MOU.

5. The Parties intend that Well C1 will be used to provide the emergency water supply in Phase 2 to about 500 properties without adequate household water supplies. The Parties presently understand that there are about 423 properties in East Porterville and approximately 80 properties in Vandalia where connections may be needed to provide emergency water supplies.

6. The Parties have created a Technical Workgroup consisting of engineers and planners, which work cooperatively on the technical issues described in this MOU. Based on recommendations of the Technical Workgroup, the Parties intend to provide the emergency water supply contemplated by this MOU.

7. The Parties intend to develop a Long-Term Water System Plan (Long-Term Plan) for the East Porterville area, which will serve other residents in the area besides those served by the Project. The Parties intend that the Project will be designed consistent with the Long-Term Plan to ensure that all water facilities constructed as part of the Project will be incorporated into the facilities ultimately developed through the Long-Term Plan. The first work product produced by the Technical Workgroup will be a Feasibility Study for the Long-Term Plan. The outline of the Feasibility Study is attached as Exhibit 9.

8. The Parties intend to use best efforts to complete both phases of the Project by December 31, 2016. The completion date of the Long-Term Plan is dependent on the completion of the Feasibility Study carried out by Technical Workgroup and on Porterville and/or the County applying for and securing sufficient funding from the SWRCB or from other sources. The Parties desire to complete the Long-Term Plan as expeditiously as possible.

B. Project Contributions of the Parties

9. Working in cooperation with the other Parties and the Technical Workgroup, DWR will prepare all environmental compliance for the Project, and design and construct the Project, both Phases 1 and 2. DWR will provide funding for Phases 1 and 2 of the Project through Emergency Drought Funding. DWR intends to serve as California Environmental Quality Act (CEQA) lead agency for the Long-Term Plan and will prepare any necessary CEQA documentation and any other necessary environmental review documents, unless the Feasibility Study recommends another lead agency.

10. SWRCB will provide the community outreach to assist in obtaining necessary property owner acceptance before proceeding with Project. SWRCB will also work with Porterville and/or County to secure funding of the Long-Term Plan. SWRCB will provide certain reviews and approvals for the permitting of the Project and the Long-Term Plan.

11. OES will coordinate all of the State's efforts under the Governor's Drought Task Force in the Project area and will be provided at no cost by Porterville up to 3,000,000 gallons of emergency water per month as needed as a result of this MOU and the agreement that Porterville and the County are in the process of considering for execution, a draft of which is attached as Exhibit 3, with regard to the Well C1.

12. Porterville will provide the needed water service to the residents of East Porterville without an adequate household water supply after they are connected to Porterville's municipal water system as described in the Project. The water service will be accomplished per the Extraterritorial Service Agreement, which requires that property owners served pay the monthly water bill. DWR is funding the residents' connection to the Project, and as a result, some of the normal connection fees will be waived provided that connection is made during Phase 1 or Phase 2. Porterville will install the water meters for each connection, which will be paid for by DWR.

13. The County intends to execute an agreement with Porterville that is consistent with this MOU and Exhibit 3, which will allow Well C1 to serve as a water supply for the Project. The County will inspect the work of the Project and the property connections at no cost to the residents.

14. The Parties to the MOU will cause the removal of all temporary water tanks from the properties upon completion of the Project and the appurtenances necessary for the receipt of municipal water service. The work for removing the water tanks will be carried out by the County under an agreement between the County and OES.

C. General Provisions

15. The Parties intend to use their best efforts to carry out this MOU. This MOU is not a binding agreement, and is not intended to create contractual rights and remedies among the Parties. However, the Parties have entered into and intend to enter into certain binding agreements in the future necessary to develop and complete the Project and the Long-Term Plan.

16. This MOU will become effective upon the signature of the all Parties. The MOU will terminate on December 31, 2016, unless extended by all of the Parties in writing.

[Signatures on following page]

This MOU has been executed by:

California Department of Water Resources

State Water Resources Control Board

California Office of Emergency Services

County of Tulare

City of Porterville

List of Exhibits

1. DWR and Tulare County Executed Well C1 Agreement
2. SWRCB and County Executed Well C1 Agreement (Water Board Grant #D-15-11-902)
3. ~~County and~~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
THE DEPARTMENT OF WATER RESOURCES

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:

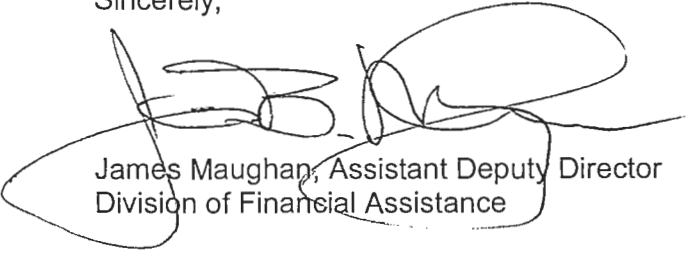
The Department of Water Resources and the State Water Resources Control Board are requesting an increase to the number of household connections from 720 to 800 to the City of Porterville (City) water system, prior to the completion of the East Porterville Emergency Water Supply Project – Phase 2 (Project). 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

FELICIA MAUGHAN, CHAIR | EILEEN SOBECK, EXECUTIVE DIRECTOR

1001 I Street, Sacramento, CA 95814 | Mailing Address: P.O. Box 100, Sacramento, CA 95812-0100 | www.waterboards.ca.gov

DEPARTMENT OF WATER RESOURCES

SOUTH CENTRAL REGION OFFICE
3374 EAST SHIELDS AVENUE, ROOM 3
FRESNO, CA 93726-6913



January 18, 2018

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

RECEIVED

JAN 22 2018

City of Porterville
Public Works Dept

Approval of Funding from Local Assistance Funds to the City of Porterville for the
County Areas Water Supply Project

Dear Mr. Reed:

Your request for funds to accomplish the city of Porterville's scope of work to connect drought-impacted households in seven Tulare County areas bounded by the city has been approved. The approved funding is not to exceed the amount of \$2,812,946.00. The term of the funding is from January 18, 2018, to December 31, 2019.

The purpose of this funding is for the city of Porterville to effectuate the connection of the drought-impacted homes in seven county areas to the city's water distribution system. The project comprises water main extensions, home connections, and well destructions. These homes have been identified as having private residential wells, and the homeowners have voluntarily elected to join the project. As part of their election to participate in the project, the homeowners have consented to having their groundwater wells destroyed.

A grant agreement is being developed and will be sent to you for approval. You are allowed to start incurring costs from January 18, 2018. No reimbursement will be issued until the contract agreement is executed.

If you have any questions or need additional information regarding the agreement, please contact Steve Doe by email at Steve.Doe@water.ca.gov or by phone at (559) 230-3348.

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin Faulkenberry".

Kevin Faulkenberry, Chief
South Central Region Office

Executive Department

State of California

EXECUTIVE ORDER B-40-17

WHEREAS California has endured a severe multi-year drought that has threatened the water supplies of communities and residents, devastated agricultural production in many areas, and harmed fish, animals and their environmental habitats; and

WHEREAS Californians responded to the drought by conserving water at unprecedented levels, reducing water use in communities by more than 22% between June 2015 and January 2017; and

WHEREAS the State Water Resources Control Board, the Department of Water Resources, the Department of Fish and Wildlife, the Office of Emergency Services, and many other state agencies worked cooperatively to manage and mitigate the effects of the drought on our communities, businesses, and the environment; and

WHEREAS the State provided 66,344,584 gallons of water to fill water tanks for communities suffering through drought-related water shortages, outages, or contamination, and provided emergency assistance to drill wells and connect communities to more robust water systems; and

WHEREAS the State took a number of important actions to preserve and protect fish and wildlife resources, including stream and species population monitoring, fish rescues and relocations, infrastructure improvements at trout and salmon hatcheries, and infrastructure to provide critical habitat for waterfowl and terrestrial animals; and

WHEREAS the State established a Statewide Water Efficiency and Enhancement Program for agricultural operations that provides financial assistance for the implementation of irrigation systems that save water; and

WHEREAS water content in California's mountain snowpack is 164 percent of the season average; and

WHEREAS Lake Oroville, the State Water Project's principal reservoir, is 101 percent of average, Lake Shasta, the federal Central Valley Project's largest reservoir, is at 110 percent of average, and the great majority of California's other major reservoirs are above normal storage levels; and

WHEREAS despite winter precipitation, the effects of the drought persist in areas of the Central Valley, including groundwater depletion and subsidence; and

WHEREAS our changing climate requires California to continue to adopt and adhere to permanent changes to use water more wisely and to prepare for more frequent and persistent periods of limited water supply; and

WHEREAS increasing long-term water conservation among Californians, improving water use efficiency within the State's communities and agricultural production, and strengthening local and regional drought planning are critical to California's resilience to drought and climate change.

NOW, THEREFORE, I, EDMUND G. BROWN JR., Governor of the State of California, in accordance with the authority vested in me by the Constitution and statutes of the State of California, do hereby **TERMINATE THE JANUARY 17, 2014 DROUGHT STATE OF EMERGENCY** for all counties in California except the Counties of Fresno, Kings, Tulare, and Tuolumne.

I FURTHER ORDER THAT:

1. The orders and provisions contained in my April 25, 2014 Emergency Proclamation, as well as Executive Orders B-26-14, B-28-14, B-29-15, and B-36-15 are rescinded.
2. The orders and provisions contained in Executive Order B-37-16, **Making Water Conservation a California Way of Life**, remain in full force and effect except as modified by this Executive Order.
3. As required by the State Emergency Plan and Government Code section 8607(f), the Office of Emergency Services, in coordination with other state agencies, shall produce an after-action report detailing the State's response to the drought and any lessons learned in carrying out that response.

MAINTAINING CONSERVATION AS A WAY OF LIFE

4. The State Water Resources Control Board (Water Board) shall continue development of permanent prohibitions on wasteful water use and requirements for reporting water use by urban water agencies, and to provide a bridge to those permanent requirements, shall maintain the existing emergency regulations until they expire as provided by the Water Code. Permanent restrictions shall prohibit wasteful practices such as:
 - Hosing off sidewalks, driveways and other hardscapes;
 - Washing automobiles with hoses not equipped with a shut-off nozzle;
 - Using non-recirculated water in a fountain or other decorative water feature;
 - Watering lawns in a manner that causes runoff, or within 48 hours after measurable precipitation; and
 - Irrigating ornamental turf on public street medians.
5. The Water Board shall rescind those portions of its existing emergency regulations that require a water supply stress test or mandatory conservation standard for urban water agencies.

6. The Department of Water Resources (Department) shall continue work with the Water Board to develop standards that urban water suppliers will use to set new urban water use efficiency targets as directed by Executive Order B-37-16. Upon enactment of legislation, the Water Board shall adopt urban water use efficiency standards that include indoor use, outdoor use, and leaks as well as performance measures for commercial, industrial, and institutional water use. The Department shall provide technical assistance and urban landscape area data to urban water suppliers for determining efficient outdoor use.
7. The Water Board and the Department shall continue to direct actions to minimize water system leaks that waste large amounts of water. The Water Board, after funding projects to address health and safety, shall use loans from the Drinking Water State Revolving Fund to prioritize local projects that reduce leaks and other water system losses.
8. The Water Board and the Department shall continue to take actions to direct urban and agricultural water suppliers to accelerate their data collection, improve water system management, and prioritize capital projects to reduce water waste. The California Public Utilities Commission is requested to work with investor-owned water utilities to accelerate work to minimize leaks.
9. The Water Board is further directed to work with state agencies and water suppliers to identify mechanisms that would encourage and facilitate the adoption of rate structures and other pricing mechanisms that promote water conservation.
10. All state agencies shall continue response activities that may be needed to manage the lingering drought impacts to people and wildlife. State agencies shall increase efforts at building drought resiliency for the future, including evaluating lessons learned from this current drought, completing efforts to modernize our infrastructure for drought and water supply reliability, and shall take actions to improve monitoring of native fish and wildlife populations using innovative science and technology.

CONTINUED DROUGHT RESPONSE IN FRESNO, KINGS, TULARE, AND TUOLUMNE COUNTIES

11. The Water Board will continue to prioritize new and amended safe drinking water permits that enhance water supply and reliability for community water systems facing water shortages or that expand service connections to include existing residences facing water shortages.
12. The Department and the Water Board will accelerate funding for local water supply enhancement projects and will continue to explore if any existing unspent funds can be repurposed to enable near-term water conservation projects.
13. The Water Board will continue to work with local agencies to identify communities that may run out of drinking water, and will provide technical and financial assistance to help these communities address drinking water

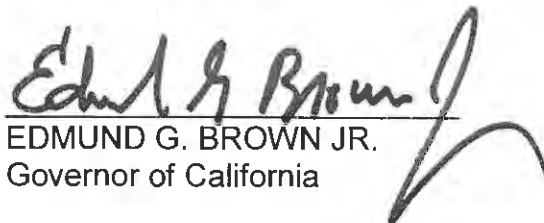
shortages. It will also identify emergency interconnections that exist among the State's public water systems that can help these threatened communities. The Department, the Water Board, the Office of Emergency Services, and the Office of Planning and Research will work with local agencies in implementing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

14. For actions taken in the Counties of Fresno, Kings, Tulare, and Tuolumne pursuant to directives 11–13, the provisions of the Government Code and the Public Contract Code applicable to state contracts, including, but not limited to, advertising and competitive bidding requirements, as well as Division 13 (commencing with section 21000) of the Public Resources Code and regulations adopted pursuant to that Division, are hereby suspended. These suspensions apply to any actions taken by state agencies, and for actions taken by local agencies where the state agency with primary responsibility for implementing the directive concurs that local action is required, as well as for any necessary permits or approvals required to complete these actions.
15. California Disaster Assistance Act Funding is authorized until June 30, 2017 to provide emergency water to individuals and households who are currently enrolled in the emergency water tank program.
16. State departments shall commence all drought remediation projects in Fresno, Kings, Tulare, and Tuolumne Counties within one year of the date of this Executive Order.

This Executive Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

I FURTHER DIRECT that as soon as hereafter possible, this Order be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 7th day of April 2017.


EDMUND G. BROWN JR.
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State





CITY COUNCIL AGENDA – DECEMBER 17, 2019

SUBJECT: Authorization to Distribute Request for Proposals for Cannabis Business Operating Permit for Retail Dispensary

SOURCE: Community Development

COMMENT: At its meeting on April 16, 2019, the City Council considered three Ordinances prepared to authorize the establishment and operation of up to three (3) cannabis dispensaries (with one of the three dedicated to medical cannabis). Ordinances 1853, 1854 and 1855 became effective June 6, 2019, and amended Chapter 15, Article VII (Cannabis Dispensaries); Chapter 21, Section 301.23 (Cannabis Cultivation, Use and Commercial Activities; and added Chapter 18, Article XI (Personal Cannabis Activities) of the Porterville Municipal Code.

The purpose of the Ordinances established a limited number of cannabis dispensaries to be selected through a Request for Proposals (“RFP”) process. On May 21, 2019, the City Council provided direction concerning the draft application, RFP, Development Agreement, as well as potential fees.

On October 15, 2019, the City Council conducted a Public Hearing to adopt permit fees and provide any additional direction regarding the draft RFP and Development Agreement. Staff is seeking authorization to distribute the RFP. One requirement for submitting an RFP, is to have completed the background investigation as required by SB 94 §26057. Due to this process and meeting the requirement, staff is proposing the RFP be issued on Friday, January 24, 2020.

RECOMMENDATION: That the City Council authorize staff to distribute a Request for Proposals for Cannabis Business Operating Permit for Retail Dispensary, subject to the City Attorney's approval of indemnification and other legal conditions.

ATTACHMENTS: 1. Request for Proposals

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager



REQUEST FOR PROPOSALS

CANNABIS BUSINESS OPERATING PERMIT FOR RETAIL DISPENSARY

**PREPARED BY:
COMMUNITY DEVELOPMENT DEPARTMENT
January 2020**

APPROVED BY:

JENNIFER M. BYERS
Community Development Director

I. BACKGROUND

On May 21, 2019, City Council adopted by ordinance, local regulations allowing commercial cannabis activities in Porterville, and identifying zoning districts. As part of the commercial cannabis regulatory framework, implementing regulations were approved by Ordinance 1853.

The City of Porterville (hereinafter referred to as "CITY") is issuing this Request for Proposals ("RFP") process for retail dispensary businesses only.

II. SUMMARY OF CANNABIS REQUEST FOR PROPOSALS

A retail dispensary permit is required for all activities for which State law requires a "Type 10," or similar license, for the sale of Cannabis or Cannabis Products at a location open to the public.

Based on Porterville Municipal Code Chapter 15, Article VII, §15-87, the City may issue up to two (2) adult-use dispensary permits. This RFP does not include the medical cannabis permit. A separate RFP will be distributed for the medical cannabis only retail permit. The RFP may result in selected applicants securing eligibility to apply for a retail dispensary Cannabis Business Operator's Permit ("CBOP").

In order to apply for and be eligible to receive a CBOP, the applicant must have control over a physical location within the approved downtown districts or the Airport Industrial zone. **Receiving an award to apply for a CBOP does not constitute an entitlement approval. All applicants whose proposals are accepted must thereafter enter into a Development Agreement, obtain a CBOP State license, apply for and obtain a City Cannabis permit and any other applicable regulatory approvals. The Development Agreement template is attached.**

The RFP process will be in four parts as described herein. Applicants responding to the RFP are required to:

- Provide required background materials
- Submit a complete application package along with the Phase I required fee. Staff will review the application for completeness, and provide an opportunity for applicants to issue written questions.
- If it is determined the applicant meets the minimum requirements of Phase I review and has paid the Phase II required fee, the completed proposal will proceed forward to Phase II.
- Selected applicants will enter into a Development Agreement between the City and the Business Owner and any other Responsible Parties

Applicants who are applying for more than one permit must meet each of the foregoing requirements for *each* proposed location.

Instructions to applicants, RFP, and application forms may be inspected at City Hall, 291 N. Main Street, Porterville, California. Applications and related forms may be inspected and electronically downloaded with no cost, at the Public Purchase website, <https://www.publicpurchase.com>. No copies of said documents will be provided by the City. All addenda and correspondence during the application process will be handled electronically through the Public Purchase website. **No proposal shall be received from an applicant who has not registered as a plan holder on the Public Purchase website.**

III. OVERVIEW OF THE APPLICATION PROCESS AND FEE STRUCTURE

Background

Each applicant, prior to beginning the application process, must be able to show proof of ability to complete the Type 10 State requirements for background investigations (as defined by SB 94 §26057). There are two ways to ensure compliance:

1. Submit to the City background materials for the applicant and any “owner” as defined by SB 94 §26001 (a). Each applicant will also be required to submit to a DOJ/FBI criminal fingerprint check utilizing a Live Scan form provided by the City. Upon receiving the form, applicants must schedule and complete the Live Scan with the Porterville Police Department located at 350 N. D Street, Porterville, CA 93257. Applicants are responsible for all fees associated with the Live Scan.

The Chief of Police (or his/her designee) will review each applicant’s Live Scan returns for disqualifying information. All Live Scan results will be forwarded to the Community Development Department to be attached to the Phase I application process, if no disqualifying information is found.

2. Alternatively, an applicant that has an existing Type 10 State issued license, and can provide evidence of successfully completing the background investigation required by the state, may provide this documentation to the City. This evidence may be subject to review by the Chief of Police (or his/her designee).

Phase I – Application Review

All applicants that successfully show completion of the criminal background investigation may submit a completed application (Attachment 1) and include the information outlined in this RFP. Submitted proposals must include the \$750 fee. This phase provides the opportunity to submit written questions prior to an official submittal of the proposal for Phase II. The purpose of this phase is for staff to assist in any questions requiring clarification, to confirm the appropriate zoning, evaluate the site plan and floor plan, and attest to completeness of the application. Staff’s review will be limited to objective items inasmuch as the application includes all applicable documents listed in subsection H.

Phase II – Proposal Phase

Those applications deemed complete, will advance to the second phase of the application process. Submitted proposals must include a \$7,500 Phase II application fee. The applications will be reviewed and ranked according to the scoring rubric provided subsequently in Section VII of this RFP.

Concerning the competitive portion of this RFP process, applicants with evaluation scores of 75% (60 points) or better may proceed to an oral interview with the Porterville City Council (see below). Following the oral interviews, the top-rated applicants, subject to the number of available permits at the time, may receive notice informing them of the right to apply for a state license CBOP. Such applicants must apply for a CBOP within 120 days of receipt of the notice. Once the number of available permits has been reached, the remaining qualified applicants may be placed on a waiting list in order of ranked evaluation scores that will be valid for two years from the date of the notice. If an applicant that has the right to apply for a CBOP fails to secure all of the required entitlements within the proposed schedule or within one year from the date of the conditional award letter, whichever is sooner, the next applicant on the waiting list may have the opportunity to apply for a CBOP. The City Manager may extend this one-year time deadline for good cause.

Phase III – Development Agreement

The successful applicants shall be required to negotiate and enter into a Development Agreement with the City. The Development Agreement will provide the successful applicant with certain vested rights to develop the property and use it for the purposes of a cannabis dispensary for a period of years regardless of intervening changes in land use regulations, in consideration of the imposition of conditions and the payment of certain fees.

IV. ADDITIONAL TERMS AND CONDITIONS

1. Nondiscrimination

The City will not discriminate against any interested individual, firm or applicant on the grounds of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation.

2. City's Right to Modify the RFP

The City reserves the right at its sole discretion to modify this RFP (including but not limited to the requirements and/or the selection criteria) should the City deem that it is in its best interests to do so. Any changes to the proposal requirements will be made by written addendum posted on the City's website. The failure of an applicant to read any addenda shall have no effect on the validity of such modification.

3. City's Right to Suspend or Cancel the RFP

The City reserves the right at its sole discretion to suspend or cancel this RFP in part or in its entirety should the City deem that it is in the City's best interests to do so.

4. City's Right to Reject All Proposals

The City Council reserves the right, at its sole discretion, to reject all proposals, award 0-2 proposals, and/or not to award the right to apply for a CBOP to any applicant should the City deem that it is in its best interests to do so.

5. City's Right to Extend RFP Deadlines

The City reserves the right to extend any of the deadlines listed in this RFP by written addenda should the City deem that it is in its best interests to do so.

6. Confidential Information. Sections of the RFP have been identified as confidential information ("Confidential") and have been identified as such. The information shall be confidential, and shall not be subject to public inspection or disclosure except as may be required by federal, state or local law. Disclosure of information pursuant to this Section shall not be deemed a waiver of confidentiality by the applicant or any individual named in the application. The City shall not be responsible and shall incur no liability for the inadvertent or negligent disclosure of such information.

7. Cost of Proposals

All costs incurred during proposal preparation or in any way associated with the applicant's preparations, submission, presentation or oral interview shall be the sole responsibility of the applicant.

8. Liability for Proposal Errors

Applicants are solely responsible for all errors and omissions contained in their proposals.

9. Permits and Licenses

Applicants, at their sole expense and at the appropriate time, shall obtain and maintain all appropriate permits, certificates and licenses including, but not limited to, a City business license, land use permit and CBOP which will be required in connection with their proposal.

10. Fees and Taxes

Cannabis businesses are responsible for paying all applicable fees and taxes, as well as any fees negotiated within the Development Agreement.

11. Commencement of Operation

All the requisite approvals to begin commencement of operations, including without

limitation, obtaining a land use permit, business license, and operator's permit, must be obtained within the applicant's proposed schedule, or one (1) year from the date of the notice of the right to apply for a CBOP, whichever is sooner. The City Manager may extend this one-year time deadline for good cause.

12. Revocation of Approvals

The applicant shall operate the establishment in such a manner as to preserve the public safety, health and welfare, to prevent the use from becoming a nuisance and operate the business in compliance with all laws, ordinances and regulations. In the event that this or any other condition of approval is violated, the City Council may modify or revoke the permit as provided in Section 601.10 of the Porterville Development Ordinance. Pursuant to Section 601.10(d) the City Council may revoke the permit if it makes any of the following findings:

- That approval was obtained by means of fraud or misrepresentation of a material fact;
- That the use in question has ceased to exist or has been suspended for one year or more;
- 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
- 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.

13. Authority to Sell, Transfer or Assign License

The City requires that the individuals or entities that receive an award pursuant to the RFP shall be the individuals/entities owning and operating the businesses, and the City Council reserves the right to approve or deny any request to sell, transfer ownership or assign the CBOP license.

V. PROPOSED SCHEDULE

All applicants responding to the RFP must timely submit the following (Late submittals will be returned to the applicant unopened). Applicants failing to submit the foregoing items will be eliminated from the RFP process. The City reserves the right to alter the following schedule as necessary:

RFP Issued	Friday, January 24, 2020
Written Questions from Applicants due	Friday, February 7, 2020
Answers to Written Questions Issued	Friday, February 14, 2020

Submit Final Application and documentation, and \$750 review fee due	Friday, February 28, 2020 by 4:00 PM
Staff review of applications and letters issued for completeness and/or correctory notices	Friday, March 13, 2020
Proposal, Complete/Corrected Application and \$7,500 fee due	Friday, April 3, 2020 by 4:00 PM
Third Party Independent Review	TBD
Interviews with City Council	TBD
Announcement of Selected Applicants and Letters Issued to Successful Applicants	TBD

VI. PROPOSAL REQUIREMENTS

Submitted proposals must include a \$750 Phase I review fee and those subsequently wanting to enter the Phase II application pay the \$7,500 fee. The following information in the ensuing order is required to be deemed a complete submittal. All information submitted to the City must be current. Applicants have a continuing duty to confirm that any requested information submitted previously as part of the submittals remains accurate, and notify the City immediately of any inaccuracies. Proposals, inclusive of all attachments, shall not exceed 250 pages.

- 1 Provide Evidence of Secured Location for the Cannabis Business.** Evidence of a secured location for a cannabis business includes, but is not limited to: a real estate letter of intent (RELOI) to lease or purchase property from a party authorized to lease or sell such property; a purchase agreement, a lease, an option to purchase, an option to lease or purchase property; or evidence of the applicant's ownership of the property. These terms are defined more specifically below:

Letters of interest of any kind are not acceptable. RELOIs, leases or options to lease or purchase must clearly and specifically state that the RELOI, lease, or option to lease or purchase is for the type of cannabis business listed in the proposal. **The RELOI, lease, or option to lease must reflect that the applicant will have control of the property for a minimum of five (5) years.** A month-to-month lease or rental agreement is not acceptable.

Real Estate Letter of Intent: A signed written term sheet, letter of intent, or exclusive negotiating agreement between two or more parties, including the applicant, to sell, lease, or sublease property, outlining the terms by which the applicant will have control of the property for two or more years. These terms may be further negotiated but must provide the basis for a proposed written agreement.

Purchase Agreement: A signed written agreement that a person will purchase a specific property and the owner cannot sell to anyone else unless the terms of the agreement are not fulfilled.

Lease: A signed written agreement that gives a lessee certain rights to use and occupy specific property for at least two years.

Real Estate Purchase or Lease Option: A signed written agreement for the purchase or lease of specific real property by which the purchaser or lessee has the exclusive right to purchase or lease the property for at least two years.

Proof of Ownership: A written document, such as a deed, that shows that title to the real property is vested in the applicant.

2. **Provide a Statement Confirming that the Cannabis Business Location is Outside of Buffer Zone for a School.** State that the location secured for the cannabis business operations is outside of the buffer zone required by the State for schools. Furnish evidence supporting the foregoing statement. Any proposal located within the buffer zone for schools will automatically be disqualified.
3. **Provide a Business Plan Summary and Statement of Qualifications. Confidential.** Describe the day-to-day operations of the dispensary, including a description of the cannabis-related products and/or services being sold, as well as any additional accessory services or related facilities. Provide a detailed list of all cannabis operations proposed to occur on the premises and their processes including, but not limited to, standard operation procedures, number of employees, training program, inventory and quality control procedures, lists of both recreational and medicinal products anticipated to be available, waste management plan, transportation and distribution of product processes, delivery processes, testing, quality control practices and procedures, visitor and vendor protocols, and the track and trace procedures and policies. Include a plan to hire local individuals.

The business plan should also include the statement of qualifications of the Cannabis Business Owner's relative to the proposal, including experience running businesses similar to the one proposed, including cannabis and/or non-cannabis businesses. CV/resumes may be attached as an exhibit to this Section of the proposal.

"Cannabis Business Owner" means "Owner," as defined in State law, including by regulation, in addition to any of the following:

- a. Each person with an aggregate ownership interest of 20 percent or more in a person, as defined herein, who applies for a Permit or is a Cannabis Business Permittee, unless the interest is solely a security interest, lien, or encumbrance. When an entity (not a natural person) has an aggregate ownership interest of 20 percent or more, then the chief executive officer

and/or members of the board of directors of each entity shall be considered owners.

- b. The chief executive officer of a person, as defined herein, who applies for a Permit or is a Cannabis Business Permittee.
- c. A member of the board of directors of a nonprofit of a person, as defined herein, who applies for a Permit or is a Cannabis Business Permittee.
- d. The trustee(s) and all persons that have control of the trust and/or a person, as defined herein, who applies for a Permit or is a Cannabis Business Permittee that is held in trust.
- e. Any person, as defined herein, who assumes responsibility for the Permit.
- f. Each person who participates in the direction, control, or management of person, as defined herein, who applies for a Permit or is a Cannabis Business Permittee. Such an individual includes any of the following:
 - i. A general partner of a partnership.
 - ii. A non-member manager or managing member of a limited liability company.
 - iii. An officer or director of a corporation.

The business plan should include a local hire program demonstrating how they would hire locally. A local hire plan could address:

- a. A minimum percentage of the business' employment base hired locally.
 - b. A recruitment plan for new hires, including outreach methods.
 - c. The hourly wage of the lowest-paid employee.
 - d. Estimated number of full and part-time positions in years one through five.
 - e. Available job pathways.
 - f. Describe any plans to train employees and promote lower-level employees.
4. **Proposal Implementation. Confidential.** Provide verifiable, detailed descriptions and other background information for any Cannabis Business Owner. Describe other resources, including financial resources, dedicated to implement this application.
5. **Understanding and Approach.** Provide a statement demonstrating the applicant's understanding and approach to running the proposed cannabis business and how that approach will integrate the business into the community in

which it is located.

6. **Security Practices. Confidential.** Applicants shall describe their approach to operational security including but not limited to:

- General security policies.
- Employee-specific policies and training.
- Discussion of transactional security, visitor security, third-party contractor security, and delivery security.

Applicants should address ingress and egress access, perimeter security, product security (at all hours), internal security measures for limited access areas, types of security systems (alarms, cameras, etc.), and security personnel to be employed. This discussion must also include a description of how cannabis will be tracked and monitored to prevent diversion, such as by verifying the status of recommending physicians, if selling medicinal cannabis, and retaining copies of all written recommendations from recommending physicians when applicable. Applicants are encouraged to provide a sample written policy that has been developed.

Security plans shall not be made public, unless required by court action. Security plan details that could aid persons who wish to commit security violations shall be considered confidential and shall not be released to the public unless ordered by a court of law.

7. **Local ownership:** More than 50% ownership of the business by a three- year resident(s) or business owner(s) constitutes local ownership. Maximum points will be awarded for 100% local ownership. The local owners must provide verifiable information regarding the number of years each owner has lived in, and/or owned a business in, Porterville's Urban Area Boundary (UAB) as defined in the 2030 General Plan. If an applicant meets one or both of these standards, specify who each local owner is and how that person meets the criteria. (Names are confidential, the composition of how the ownership meets the criterion is not.) Provide verifiable information such as business license information, property tax bills, business name(s) and address(s), and the number of years each owner has lived in and/ or owned a business(s) in Porterville's UAB.

8. **Proposed schedule.** Provide a schedule for opening the cannabis business. The schedule should include dates for the following:

- a. Design review, if applicable
- b. Signage approval, if applicable
- c. Issuance of State license(s)
- d. Land Use permit
- e. Issuance of CBOP
- f. Issuance of Building permit

- g. Issuance of other regulatory permits (e.g., discharge permit, etc.)
 - h. Completion of construction
 - i. Opening and commencement of operations
9. **Community benefit:** Describe the applicant's proposed involvement in the City of Porterville, specific to downtown beautification projects, and plans to mitigate any nuisance and/or negative impacts. For further information, see Development Agreement template, attached.
10. **Indemnification.** The applicant must agree to indemnify the City as set forth in the attached Indemnification Agreement

VII. EVALUATION PROCESS

Applications (Proposals) must fully address the proposal requirements in V above and the evaluation criteria and scoring rubric in VIII below, as well as provide complete submittals, references and data to verify qualifications. Proposals without sufficient data to provide a complete evaluation will be considered non-responsive.

All proposals will be reviewed for compliance with requirements including documented capability to operate a cannabis business in a satisfactory manner. Proposals will be evaluated in accordance with the criteria set forth below.

City shall employ a third party independent review to score written proposals.

The City Council reserves the right to invite those with a passing score to participate in an interview process to be defined at a future date. The interview includes the scoring of 25 potential points based on the proposed Community Benefits plan.

In the event of a tied score, the slot shall be chosen by a computer-generated random means at the discretion of the City.

The City may make a conditional award to the applicant or applicants offering the most advantageous proposal after consideration of the evaluation criteria set forth below. The City will not be obligated to accept any given proposal, but will make the conditional award in the best interests of the City after all proposals have been evaluated.

VIII. EVALUATION CRITERIA Minimum Requirements

Phase I fee of \$750 was paid and the CBOP complete application was submitted on or before the February 28, 2020, 4:00pm deadline	Pass/Fail
RFP fee of \$7,500 was paid and the response to the RFP was submitted on or before the April 3, 2020, 4:00pm deadline	Pass/Fail
Evidence of a secured location for the cannabis business	Pass/Fail
Evidence that the location is outside of cannabis buffer zones for schools	Pass/Fail

Evaluation Criteria

The table below is a scoring rubric to evaluate proposals received in response to the RFP. The responses will be scored on a zero to 75-point scale, excluding the interview. The applicant must receive a minimum of 75% (56 points) of the total possible points to proceed to the interview process. Interviews will be scored on a zero to 25-point scale. The maximum points available, including the interview, is 100 points.

1. Business Operations Plan and Statement of Qualifications		25
Has applicant described how the commercial cannabis business day-to-day operations of the facility will function, including standard operating procedures?	10	
Has the applicant provided a full description of the proposed business, including proposed staffing levels, products, product types, testing protocols, licensing requirements, etc., demonstrating how it will operate its business?	10	
Has the applicant provided resumes/CVs and other relevant materials, for and about primary and significant persons that will be responsible for implementing key portions of the proposed business?	5	
Does the business plan include a local hire program that contains a viable local hire recruitment and incentives plan?	5	
2. Verifiable detailed description of persons and type of resources, including financial resources, committed to implement the proposal		15
Has the applicant submitted a financial statement, balance sheet, and tax returns that attest to its financial health and ability to finance and operate the proposed business?	5	
Has the applicant committed to initial investment amounts and shown how it will reinvest in the business over time?	5	
Does the applicant show that it is investing in equipment, technology and facilities that are appropriate for the nature of the business?	5	
3. Summary of Security Practices		25
Has the applicant provided a full description of security policies including ingress and egress access, perimeter security, product security at all hours, product tracking, security systems and verification of the status of recommending physicians?	10	
Has the applicant described employee-specific policies and training?	5	
Has the applicant adequately described transactional security, visitor security, third-party contractor security and delivery security?	10	
4. Local ownership program (defined by Porterville UAB)		5
Is more than 50% of the business owned by a three-year Porterville resident(s) and/or business owner(s)?	3	

City of Porterville
Request for Proposals for Cannabis Business Operating Permit

Is more than 75% of the business owned by a three-year Porterville resident(s) and/or business owner(s)?	1	
Is 100% of the business owned by a three-year Porterville resident(s) and/or business owner(s)?	1	
5. Proposed schedule		5
Does the schedule clearly provide realistic milestones for the following items? a. Design review, if applicable b. Signage approval, if applicable c. Issuance of State license(s) d. Issuance of CBOP/Land Use permit e. Issuance of Building permit f. Issuance of other regulatory permits g. Completion of construction h. Opening and commencement of operations	3	
Does the schedule provide a detailed, comprehensive timeline for starting operations of the business?	2	
Total		75

IX. SUBMITTAL INSTRUCTIONS

The proposal shall be signed by an individual(s) authorized to execute legal documents on behalf of the applicant. Failure to provide all required submittals may result in a proposal being found non-responsive and given no consideration. No proposal shall be received from an applicant who has not registered as a plan holder on the Public Purchase website.

Two (2) hard copies of the proposal and one electronic PDF version of the proposal on a flash drive shall be provided in a sealed envelope with a return address, including business name, no later than Friday, February 28, 2020 by 4:00pm for Phase I and Friday, April 3, 2020 by 4:00pm for Phase II to the following address:

Community Development Department
Porterville City Hall
291 N. Main Street
Porterville, CA 93257
Attention: Julie Phillips, AICP

Late proposals will not be considered and will be returned to the applicant unopened. The City assumes no responsibility for delays caused by delivery service. Postmarking by the due date will not substitute for actual timely receipt.

Any proposal received prior to the submittal date may be modified or withdrawn by written request from the applicant to the City up to the submittal deadline. Proposals, inclusive of all attachments, shall not exceed 250 pages.

X. QUESTIONS

For information concerning RFP procedures and regulations (i.e., submission deadline, required forms, etc.), interested parties shall request clarification electronically through the Public Purchase website.

Attachments

1. Commercial Cannabis Business Permit Application – Storefront Dispensary
2. Porterville Live Scan Application
3. Indemnification Agreement
4. Development Agreement Template
5. Cannabis Ordinances

Attachment 1

Commercial Cannabis Business Permit Application –
Storefront dispensary

CITY OF PORTERVILLE

Community Development Department
291 North Main Street, Porterville CA 93257
(559)782-7460

Commercial Cannabis Business Permit Application – Storefront Dispensary

A. Business Information

Business Name: _____

Property Address: _____

Assessor Parcel Number: _____ Zoning Designation: _____

B. Business Type (Check all that apply)

☐ Retailer Storefront (Adult-use)	☐ Retailer Storefront (Medical)	☐ Retailer Storefront (Adult-use and Medical)
--	--	--

*GR – Gross Receipts

C. Definitions

Applicant - The entity petitioning for the Cannabis Business Operator Permit.

Principal(s) - The individual members of the applicant team.

Primary Principal - An individual who has a 10% or greater ownership stake of the applicant business, which includes partners, officers, directors, and stockholders of every corporation, limited liability company, or general limited partnership that owns at least 10% of the stock, capital, profits, voting rights, or membership interest of the commercial cannabis business or that is one of the partners in the commercial cannabis business; the managers of the commercial cannabis business.

Operator - An applicant that has been licensed and conducts or conducted active cannabis operations.

Majority - A greater number; more than half. An equal number does not constitute a majority.

D. Applicant Information

Name of Primary Responsible Party Completing the Application: _____

Title: _____ DOB: _____

Social Security No: _____

If applicant is a not for profit, corporation, partnership or other business entity, please identify:

Name of Business Entity: _____

Type of Ownership: _____

Federal Tax Id: _____ Start Date: _____

Mailing Address: _____

Primary Phone No: _____ Alt. Phone No: _____

Email Address: _____

Preferred method of contact (check one) ☐ Mail ☐ Phone ☐ Email

E. Additional Responsible Party Information

Name: _____

Title:

DOB:

Social Security No:

Mailing Address:

Primary Phone No:

Alt. Phone No:

Email Address:

Preferred method of contact (check one)

☐ Mail

☐ Phone

☐ Email

Please attach additional sheets if there are more than 2 Responsible Parties.

F. Information on Property Owner or Landlord

Name:

Mailing Address:

Primary Phone No:

Alt. Phone No:

Email Address:

Preferred method of contact (check one)

☐ Mail

☐ Phone

☐ Email

If the applicant is not the legal owner of the property, the application must be accompanied by a notarized Owner's Statement of Consent to operate a commercial cannabis business on the property.

G. Related License Information

The applicant and/or responsible parties has been associated with a commercial cannabis business permit in the past 10 years.

☐ Yes

☐ No (If yes, please provide the following information)

Name:

City or County:

Start Date:

End Date:

Business Name:

Business Type:

Please attach additional sheets if necessary.

H. Required Submissions (Please check the box for each attachment)

Please attach all applicable documents listed below as part of your application as they pertain to your business type. For any items that do not apply to your business type, please provide a brief explanation as to why they do not apply.

☐ **Business Operations Plan**

- **Business Plan:** A plan describing how the commercial cannabis business will operate in accordance with City code, state law, and other applicable regulations. The business plan must include plans for handling cash and transporting cannabis and cannabis products to and from the site. The plan must include a description of the day-to-day operations of the facility including but not limited to standard operating procedures, number of employees, training program, inventory and quality control measures, lists of both recreational and medicinal products anticipated to be available (if applicable), waste management plan, delivery processes, testing, quality control practices and procedures, visitor and vendor protocols (logs, non-disclosures, etc.), and track

and trace procedures and policies.

- **Community Relations Plan:** A plan describing who is designated as being responsible for outreach and communication with the surrounding community, including the neighborhood and businesses, and how the designee can be contacted.
- **State Licenses:** Copies of the state licenses relating to the commercial cannabis business licenses, the applicant holds (when available).
- **Insurance:** The applicant's certificate of commercial general liability insurance and endorsements and certificates of all other insurance related to the operation of the cannabis business.
- **Budget:** A copy of the applicant's most recent annual budget for operations (If available)
- **Financial Capacity/Proof of Capitalization:** Proof demonstrating sufficient capital is in place to pay startup costs and at least three months of operating costs. Proof of capitalization shall be in the form of financial information such as bank statements and balances, available loans and/or other sources of funding the enterprise, and/or documentation of cash or other liquid assets; and a Letter of Credit.
- **Products and Services:** A list/description of the general products and services the business will provide.
- **Management Team:** An organization chart with the name and role of each known member of the management team, including roles that are known but unfilled, resumes for each member of the management team, a discussion of the experience of the management team, and information concerning any special business or professional qualifications or licenses of the management team that would add to the number or quality of services that the facility would provide, especially in areas related to medicinal cannabis, such as scientific or health care fields

☐ **Education Plan:** A plan describing the type of cannabis education and prevention efforts that will be provided by the business to the community.

☐ **Security Plan:** The security plan must be prepared by a qualified professional. A detailed security plan must outline the measures that will be taken to ensure the safety of persons and property on the business site, including general security policies, employee-specific policies and training, discussion of transactional security, visitor security, third-party security, and delivery security. Applicants should address ingress and egress access, perimeter security, lobby and storage area security, product security (at all hours), internal security measures for limited access areas, type of security systems (alarms, cameras, etc.), and security personnel to be employed. Displayed items must be secured behind a counter, and only accessible in the presence of an employee. Video surveillance must be provided at all times in a manner and design approved by the Porterville Police Department, and stored for a period of at least 90 days, and accessible by the Department. Facilities shall have a burglar alarm, to include panic buttons located at the front lobby and retail areas. Alarm services must be provided/monitored by a third party alarm company, with notification to the Porterville Police Department. GPS data for delivery vehicles must be preserved for not less than 90 days and made available to the Porterville Police Department upon request. The discussion must also include a description of how cannabis will be tracked and monitored to prevent diversion, such as by verifying the status of recommending physicians and retaining copies of all written recommendations from recommending physicians when applicable. Applicants are encouraged to provide a sample written policy that has been developed. Security plans shall not be made public, unless required by court action. Security plan details that could aid persons who wish to commit security violations shall be considered to be confidential and shall not be released to the public unless ordered by a court of law.

☐ **Lighting Plan:** A detailed lighting plan showing existing and proposed exterior and interior lights that will provide adequate security lighting for the business site. The lighting plan shall be subject to review, adjustment and approval of all City Departments.

☐ **Site and Floor Plans:** A dimensioned site plan of the business site, including all buildings, structures, driveways, parking lots, landscape areas and boundaries. Also provide dimensioned floor plans for each level of each building that makes up the business site, including the entrances, exits, and walls. The plans shall also include the following information about the site: current zoning, parking requirements, consistency with development standards for the zone and any applicable design guidelines, the new development planned for the site, and any other site development information. Entrances shall be unobstructed by tall landscaping or architectural features, and shall be visible from the public right of way and parking areas. The floor plan must provide for a front lobby that is completely separate and secured from the dispensary, for a separate secured storage room (which is illuminated and ventilated, and constructed of materials not easily compromised such as steel or concrete), and all requirements as required by State law. All facilities shall have a secured room within which all non-display cannabis merchandise is stored. The applicant must provide proof of ability to lease or purchase the property (Property Owner Affidavit). The plans provided must be to scale. The Retail Operation may be a component of a larger development proposal which can be described in this application.

- ☐ **Odor Control Plan:** A detailed plan describing how the applicant will prevent all odors generated from the storage of cannabis from escaping from the buildings on the business site, such that the odor cannot be detected by a reasonable person of normal sensitivity outside the buildings.
- ☐ **Product Safety and Labeling:** The applicant shall provide how the facility will ensure enhanced consumer safety by testing or confirming that testing has been certified for biological and chemical contaminants. The applicant must also submit a discussion regarding the product labeling standard to be employed and how they will be in compliance with state and local laws, regulations, and policies. The applicant must also provide information on product labeling sufficient to ensure that cannabis and edible products containing cannabis clearly identify the percentage level of delta-9 (trans) tetrahydrocannabinol, cannabidiol, and cannabinol, and have adequate warnings.
- ☐ **Community Benefits:** The applicant shall demonstrate to the satisfaction of the City of its intent to local hiring and community support. The applicant must provide a discussion of how it intends to provide the City and its residents with community benefits and mitigate any nuisance and/or negative impacts that the facility's existence may create. Applicants must provide the City a description of how it plans to develop and implement a Community Benefits Program. Examples of benefits could include, but are not limited to, supporting or funding community programs, employment and job training programs, contributing to local substance abuse programs, funding foreclosure prevention programs, or other activities that benefit the local neighborhood as well as the City of Porterville. Such benefits and funding shall be set forth in a Development Agreement with the City.
- ☐ **Hiring and Employment Practices:** The applicant must submit a description of their labor and employment practices. These policies and practices could include, but are not necessarily limited to a discussion of hiring plan, training and continuing education opportunities (introductory and ongoing) that will be provided, the provision of equal benefits and/or the execution of a declaration of non-discrimination, and, for an applicant with 20 or more employees, a statement that the applicant will enter into or demonstrate that it has already entered into and will abide by, a labor peace agreement.

I. City Authorization

- ☐ I, the applicant, provide authorization and consent for the City Manager or his/her designee to seek verification of the information contained on this application.

J. Indemnification

- ☐ I, the applicant, agree to the fullest extent permitted by law, any actions taken by a public officer or employee under the City of Porterville regulations for Commercial Cannabis Businesses, shall not become a personal liability of any public officer or employee of the City. To the maximum extent permitted by law, the permittee shall defend (with counsel acceptable to the City), indemnify and hold harmless the City of Porterville, the Porterville City Council, and its respective officials, officers, employees, representatives, agents and volunteers from any liability, damages, actions, claims, demands, litigations, loss (direct or indirect), causes of action, proceedings, or judgments (including legal costs, attorneys' fees, expert witness or consultant fees, City Attorney or staff time, expenses or costs) against the City to attach, set aside, void or annul, any cannabis-related approvals and actions and strictly comply with the conditions under which such permit is granted, in any. The City may elect, in its sole discretion, to participate in the defense of said action and the permittee shall reimburse the City for its reasonable legal costs and attorneys' fees.

K. Nonrefundable Filing Fee

- ☐ I, the applicant, understand and accept that the nonrefundable filing fee must be submitted with the completed Commercial Cannabis Business Permit Application and will be retained by the City regardless of the out-come of the application review.

L. Background – Request for Live Scan Services

- ☐ I, the applicant, understand that a completed and processed Request for Live Scan Service, State of California Form BCIA 8016, as determined by the City of Porterville, by a duly authorized business must be provided for the applicant and all interested parties. All applicable fees and charges are the responsibility of the applicants and interested parties.

M. Disqualification

- Application was received late
- Application is incomplete or inaccurate
- Facility does not meet City business licensing standards
- More than one application is received for the same cannabis business type on one property (stacking of applications)

N. Applicant's Certification

I agree to abide by and conform to the conditions of the permit and all provisions of the Porterville Municipal Code pertaining to the establishment and operation of the commercial cannabis business. I acknowledge that the approval of the Commercial Cannabis Business Permit shall, in no way, permit any activity contrary to the Porterville Municipal Code, or any activity which is in violation of any applicable law.

The information provided is genuine and not a sham, collusive, or made in the interest or on behalf of any party not therein named, and that the applicant has not directly or indirectly induced or solicited any other applicant to put in a sham proposal, or any other applicant to refrain from presenting information and that the prospective provider has not in any manner sought by collusion to secure an advantage.

The applicant has not paid or agreed to pay any fee of commission, or any other thing of value contingent upon the award of a permit or of any exclusive operating area, to any employee, official, or existing contracting consultant of the City of Porterville.

All costs of preparation or proposals including travel for any interviews scheduled shall be borne by the applicants.

All proposals become the property of the City of Porterville. The City reserves the right to reject any and all submittals; to request clarification of information submitted; to request additional information from competitors; and to waive any irregularity in the submission and review process. None of the materials submitted will be returned to the bidder.

Information or materials submitted in response to this application will be stored of file with the City of Porterville, and may be subject to the requirements of the California Public Records Act, or subject to public disclosure as ordered by a court of law. Proposed security plans shall be considered confidential.

The City reserves the right to request additional information not included in this application from any or all applicants.

The City reserves the right to contact references not provided in the submittals.

The City reserves the right to incorporate its standard agreement language into any contract resulting from this application.

The applicant understands that if selected to receive a permit by the City, applicant will be, in accord with City regulations, required to enter into a Development Agreement with the City containing additional terms and conditions for the development and operation of the business. Due to the unique nature of the subject business, a Development Agreement will be crafted to establish the terms and parameters within which the business may develop. If the applicant and City enter into a Development Agreement, the applicant will have five (5) years to operate a dispensary subject to the Agreement terms and conditions, the local regulations in effect at the time the Development Agreement was executed, and all applicable State law in effect at the time and as may be amended.

I certify under penalty of perjury under the laws of the State of California, that I have personal knowledge of the information contained in this application, that I am authorized to execute this application and all portions thereof, and that the information contained herein is true and correct.

Signature: _____

Date: _____

The information contained on this document is subject to disclosure under the Public Records Act.

Applicants providing false or misleading information in the permitting process will result in rejection of the application and/or nullification or revocation of any issued permit. All commercial cannabis permits must be approved by the City Council. The City may attach conditions to the permit. A commercial cannabis permit may be

denied if any of the following findings are made:

- (i) The application does not meet all requirements of the commercial cannabis ordinance; or*
- (ii) Approval would very likely result in harm to public safety, health, or welfare; or*
- (iii) Potential negative impacts of the use cannot be mitigated with conditions or through the ordinance requirements.*

Applicants will be notified regarding application completeness

COMMERCIAL CANNABIS BUSINESS OPERATORS PERMIT APPLICATION

PROPERTY OWNER'S STATEMENT OF CONSENT

If the applicant is not the owner of record of the subject site, the following Statement of Consent must be completed by the owner or the owner's authorized representative, granting the applicant permission to apply for a cannabis business operator permit.

I, the undersigned legal owner of record, hereby grant permission to:

Applicant: _____ Phone: _____

Mailing Address: _____

To operate a commercial cannabis business on the property described below. I agree to abide by and conform to the conditions of the permit and all provisions of the Porterville Municipal Code pertaining to the establishment and operation of the commercial cannabis business. I acknowledge that the approval of the Commercial Cannabis Business Permit shall, in no way, permit any activity contrary to the Porterville Municipal Code, or any activity which is in violation of any applicable law. I further understand that I am responsible for, and also subject to, enforcement actions regarding any violations and/or nuisance activity which may occur at this property if leasing the property to the applicant.

The subject property is located at: _____

Assessor's Parcel Number: _____

Printed Name of Owner of Record: _____

Address of Owner of Record: _____

Phone: _____ Email address: _____

Signature of Owner of Record: _____ Date: _____

Attach:



Proof of possession of the premises and approval of use (deed, lease, lease assignment, agreement showing willingness to sell property if applicant obtains permit)

Notary Use Only:

State of California
County of Tulare

On this, the _____ day of _____, 20____, before me a notary public, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purpose therein contained.

I witness hereof, I hereunto set my hand and official seal.

Notary Public

Attachment 2
Live Scan Application



REQUEST FOR LIVE SCAN SERVICE

Applicant Submission

CA0540500

ORI (Code assigned by DOJ)

LICENSING

Authorized Applicant Type

Marijuana Dispensary Applicant

Type of License/Certification/Permit OR Working Title (Maximum 30 characters - if assigned by DOJ, use exact title assigned)

Contributing Agency Information:

PORTERVILLE POLICE DEPARTMENT

Agency Authorized to Receive Criminal Record Information

03311

Mail Code (five-digit code assigned by DOJ)

350 N. D STREET

Street Address or P.O. Box

Contact Name (mandatory for all school submissions)

PORTERVILLE

City

CA

State

93257

ZIP Code

(559) 782-7400

Contact Telephone Number

Applicant Information:

Last Name

First Name

Middle Initial

Suffix

Other Name

(AKA or Alias) Last

First

Suffix

Date of Birth

Sex

☐

Male

☐

Female

Driver's License Number

Height

Weight

Eye Color

Hair Color

Billing

Number 120212

(Agency Billing Number)

Place of Birth (State or Country)

Social Security Number

Misc.

Number

(Other Identification Number)

Home

Address Street Address or P.O. Box

City

State

ZIP Code

Your Number:

OCA Number (Agency Identifying Number)

Level of Service: ☒ DOJ ☒ FBI

(If the Level of Service indicates FBI, the fingerprints will be used to check the criminal history record information of the FBI)

If re-submission, list original ATI number:

(Must provide proof of rejection)

Original ATI Number

Employer (Additional response for agencies specified by statute):

Employer Name

Mail Code (five digit code assigned by DOJ)

Street Address or P.O. Box

City

State

ZIP Code

Telephone Number (optional)

Live Scan Transaction Completed By:

Name of Operator

Date

Transmitting Agency

LSID

ATI Number

Amount Collected/Billed



REQUEST FOR LIVE SCAN SERVICE

Privacy Notice

As Required by Civil Code § 1798.17

Collection and Use of Personal Information. The California Justice Information Services (CJIS) Division in the Department of Justice (DOJ) collects the information requested on this form as authorized by Business and Professions Code sections 4600-4621, 7574-7574.16, 26050-26059, 11340-11346, and 22440-22449; Penal Code sections 11100-11112, and 11077.1; Health and Safety Code sections 1522, 1416.20-1416.50, 1569.10-1569.24, 1596.80-1596.879, 1725-1742, and 18050-18055; Family Code sections 8700-87200, 8800-8823, and 8900-8925; Financial Code sections 1300-1301, 22100-22112, 17200-17215, and 28122-28124; Education Code sections 44330-44355; Welfare and Institutions Code sections 9710-9719.5, 14043-14045, 4684-4689.8, and 16500-16523.1; and other various state statutes and regulations. The CJIS Division uses this information to process requests of authorized entities that want to obtain information as to the existence and content of a record of state or federal convictions to help determine suitability for employment, or volunteer work with children, elderly, or disabled; or for adoption or purposes of a license, certification, or permit. In addition, any personal information collected by state agencies is subject to the limitations in the Information Practices Act and state policy. The DOJ's general privacy policy is available at <http://oag.ca.gov/privacy-policy>.

Providing Personal Information. All the personal information requested in the form must be provided. Failure to provide all the necessary information will result in delays and/or the rejection of your request.

Access to Your Information. You may review the records maintained by the CJIS Division in the DOJ that contain your personal information, as permitted by the Information Practices Act. See below for contact information.

Possible Disclosure of Personal Information. In order to process applications pertaining to Live Scan service to help determine the suitability of a person applying for a license, employment, or a volunteer position working with children, the elderly, or the disabled, we may need to share the information you give us with authorized applicant agencies.

The information you provide may also be disclosed in the following circumstances:

- With other persons or agencies where necessary to perform their legal duties, and their use of your information is compatible and complies with state law, such as for investigations or for licensing, certification, or regulatory purposes;
- To another government agency as required by state or federal law.

Contact Information. For questions about this notice or access to your records, you may contact the Associate Governmental Program Analyst at the DOJ's Keeper of Records at (916) 210-3310, by email at keeperofrecords@doj.ca.gov, or by mail at:

Department of Justice
Bureau of Criminal Information & Analysis
Keeper of Records
P.O. Box 903417
Sacramento, CA 94203-4170

Attachment 3

Indemnification Agreement



CITY OF PORTERVILLE INDEMNIFICATION AGREEMENT

Pursuant to Porterville Municipal Code Chapter 21, Section 601.02(b)(4), and to the fullest extent permitted by law, the “Applicant” (owner of the subject property; or an agent representing the owner, duly authorized to do so in writing by the owner, including, but not limited to, a person with a duly executed written contract or exclusive option to purchase the subject property or a lessee in possession of the subject property) hereby agrees to defend, indemnify and hold harmless the City of Porterville, its officers, attorneys, agents, and employees:

1. From any claims, actions, proceedings or liability of any nature (collectively referred to as proceeding) brought against the City or its officers, attorneys, agents or employees, to attack, set aside, void, or annul:
 - a. Any action or decision by City Staff, City Council or any other City entity related to the subject property.
 - b. Any action taken to provide related environmental clearance or decisions under the California Environmental Quality Act (CEQA) by City Staff, City Council or any other City entity concerning the subject property.

The indemnification is intended to include but not be limited to damages, fees, and/or costs awarded against the City, if any, and cost of suit, attorney’s fees, and other costs, liabilities and expenses incurred in connection with such proceeding whether incurred by the Applicant, the City, and/or the parties initiating or bringing such proceeding.

2. The Applicant hereby agrees to indemnify the City for all of the City’s costs, fees, and damages which the City incurs enforcing the indemnification provisions of this Agreement.
3. In the event of a proceeding, the City retains the right to approve counsel to defend the City, all significant decisions concerning the manner in which the defense is conducted, and any and all settlements, which approval shall not be reasonably withheld. The City has the right not to participate in the defense, except that the City agrees to cooperate with the applicant in the defense of the proceeding. If the City chooses its own counsel to defend the City, the fees and expenses of the counsel selected by the City shall be paid by the City. Notwithstanding the above, if the City Attorney’s office participates in the defense, all City Attorney fees and costs shall be paid by the Applicant.
4. The defense and indemnification of the City set forth herein shall remain in full force and effect throughout all stages of litigation including appeals of any lower court judgments rendered in the proceeding.

Print Name and Date

Signature (Owner or Legal Representative)

Attachment 4

Development Agreement Template

RECORDING REQUESTED BY

City of Porterville

AND WHEN RECORDED MAIL TO:

City of Porterville

291 N. Main Street

Porterville, CA 93257

Attention: City Manager

SPACE ABOVE THIS LINE FOR RECORDER'S USE
Recording Fee Exempt per Government Code §6103

**COMMERCIAL CANNABIS DISPENSARY DEVELOPMENT
AGREEMENT BETWEEN THE CITY OF PORTERVILLE AND
[NAME OF OPERATOR/DEVELOPER], [TYPE OF LEGAL ENTITY]**

THIS DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into this _____ day of _____, 2020, (the "Execution Date"), by and between the **CITY OF PORTERVILLE**, a California municipal corporation ("City") and **[NAME OF OPERATOR]**, [Legal Entity] XXX ("Owner"). City and Owner are sometimes referenced together herein as the "Parties." In instances when a provision hereof applies to each of the Parties individually, either may be referenced as a "Party." The Parties hereby jointly render the following statement as to the background facts and circumstances underlying this Agreement:

Commented [J1]: Include all parties who have a legal or equitable interest in the property or the development, and as required per the RFP

RECITALS

WHEREAS, the State of California enacted California Government Code Sections 65864 et seq. ("Development Agreement Statutes") to authorize municipalities to enter into development agreements with those having legal or equitable interests in real property to strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development in connection with the development of real property within their jurisdiction;

WHEREAS, the purpose of the Development Agreement Statutes is to authorize municipalities, in their discretion, to establish certain development rights in real property for a period of years regardless of intervening changes in land use regulations, to vest certain rights in the Owner, and to meet certain public purposes of the local government;

WHEREAS, the City has adopted Municipal Code Article 609, establishing the procedures and requirements for the consideration of development agreements with the City;

WHEREAS, Owner(S) currently holds legal or equitable interest in real property considered in this Agreement which has a development area approximately _____ square feet located at _____, City of Porterville, State of California (the

"Site"). The Site includes Assessor's Parcel Number: XXXX-XXX-XXX, and is more fully described in Exhibit A and shown on the map in Exhibit B. Both exhibits being attached hereto and incorporated herein by this reference;

WHEREAS, presently, Owner has a leased interest in a portion of the Site [or property ownership] for the purpose of commercial cannabis related activities, specifically the development and operation of a commercial cannabis dispensary. Such Commercial Cannabis facilities shall operate in accordance with all applicable provisions of Business and Professions Code §§26000-26231.2; California Health and Safety Code Safety Code §§ 11357-11362.9 and 11362.7- 11362.85; Revenue and Taxation Code §§ 34010-34021.5; Vehicle Code §§ 2429.7 and 23222; Water Code §§ 1831, 1847, and 13276; the City of Porterville Municipal Code as it applies to such facilities (collectively the "Applicable Cannabis Laws"), and all Resolutions and procedures adopted or authorized by the City in accordance with those laws and regulations. Prior to operating a commercial dispensary Owner shall be required to obtain a Commercial Cannabis Permit from the City, and all related permits and licenses prior to the operation of same, pursuant to Chapter 15, Article VII and Chapter 21, Article 609 of the Porterville Municipal Code.

Commented [J2]: Modify re interest in property to describe each owner's property interest. Note: the terms of the agreement will be modified depending on the particular property interests held, and the arrangement between the property owner and any tenant. Property owners may be required to be parties to the agreement, or consent to the agreement, depending on the circumstances.

WHEREAS, Owner has obtained or intends upon obtaining a California State License issued, pursuant to Applicable Cannabis Laws, to operate a commercial storefront dispensary at the Site. The definition of "Owner" hereunder shall mean and refer to the fee simple owner and any authorized tenant of the Site to the extent such party holds or is covered by a Commercial Cannabis Permit;

Commented [J3]: See comment above.

WHEREAS, on _____, 2020 Owner applied to this City for a Commercial Cannabis Permit (*hereinafter* "CCP") to conduct Commercial Cannabis Activities. No such activities are allowed or authorized without a Development Agreement, a Commercial Cannabis Permit, and all requirements pursuant to the above-referenced City regulations.

WHEREAS, Owner presently intends to develop and open a commercial storefront dispensary on the Site consistent with the Applicable Cannabis Laws and Project Approvals (known as the "Project").

WHEREAS, the Project will consist of: one commercial building totaling approximately _____ square feet. The complex will employ approximately _____ employees per shift. The business will utilize the following areas:

[SAMPLE LANGUAGE]: General Business/Store and Offices – The facility will be open from ____ a.m. to ____ p.m., Monday through Friday, with _____ employees per shift.

[SAMPLE LANGUAGE]: Parking/Loading/Access: The proposed project provides _____ parking spaces, including _____ accessible van space(s). Loading will take

place on-site within an existing covered loading space accessed on the east side of the structure. In no event will loading occur within the public right-of-way. Vehicular access to the site will be through an existing driveway on _____. Within the site, access to the structures will be through the secured front office entrance. Pedestrian walkways within the structure and on the _____ and _____ sides of the structure allow pedestrian circulation throughout the site. The project complies with the CALGreen Tier 1 by incorporating stormwater pollution prevention measures, installing energy- and water-efficient equipment, and planting native and drought-tolerant landscaping at the front of the property.

[SAMPLE LANGUAGE]: Security: The project will secure the facility against unauthorized entry by installing security lights on the exterior of the building to illuminate the side areas and parking area, installing commercial-grade locks, installing an alarm and video surveillance system, establishing procedures for identifying authorized persons, establish inventory controls, and install a secure surveillance vault to maintain the integrity of records. Further, the project shall have a separately secured, limited access area, where all persons must be at least 21 years of age and have a business reason for entering the area; non-employees with authorized access must be escorted, and an access log must be maintained. In addition, the applicant will engage a licensed security company to provide an operational security plan in compliance with applicable City Regulations and policies.

WHEREAS, On _____, 2019, Ordinance No. _____ came into effect authorizing specified Commercial Cannabis Activities within the City of Porterville, in strict compliance with related State of California laws, regulations and policies, under specified conditions and provisions;

WHEREAS, all procedures of the California Environmental Quality Act ("CEQA"), California Public Resources Code §21000 et seq., and the CEQA guidelines, title 14 of the California Code of Regulations, chapter 3, §15000 et seq. have been satisfied;

WHEREAS, the City has given public notice of its intention to adopt this Agreement and has conducted public hearings thereon pursuant to California Government Code §65867. The City has found that the provisions of this Agreement and its purposes are consistent with the objectives, policies, general land uses and programs specified in City's General Plan, zoning code and municipal ordinances;

WHEREAS, the City, in entering into this Agreement, acknowledges that certain City obligations hereby assumed shall survive beyond the terms of the present Council members, that this Agreement will serve to bind City and future Councils to the obligations hereby undertaken, and that this Agreement shall limit the future exercise of certain governmental and proprietary powers of City. By approving this Agreement, the Council has elected to exercise certain governmental powers at the time of entering into this Agreement rather than defer its actions to some undetermined future date. The terms and conditions of this Agreement have undergone extensive review by City and the Council and have been found to be fair, just and reasonable. City has concluded that

the pursuit of the Project will serve the best interests of its citizens and that the public health, safety and welfare are best served by entering into this obligation. Owner(s) has represented to City that it would not consider or engage in the Project absent City approving this Agreement;

WHEREAS, the City agrees that Owner's land use entitlements for the Project shall vest for the term of this Agreement as described below;

WHEREAS, After conducting a duly noticed hearing on _____, in conjunction with the City's applicable ordinances and resolutions, the Zoning Administrator of the City reviewed, considered and recommended environmental clearance and recommended approval of the execution of this Agreement to the City Council. The Zoning Administrator found the Project: consistent with the objectives, policies, general land uses and programs specified in the general plan; compatible with the uses authorized in the City's zoning laws; in conformity with the public necessity, public convenience, general welfare and good land use practices; will not be detrimental to the health, safety and general welfare of the city; will not adversely affect the orderly development of property or the preservation of property values; and will have a positive fiscal impact on the City;

WHEREAS, after conducting a duly noticed hearing on _____, in conjunction with the City's applicable ordinances and resolutions, and after independent review and consideration, the City Council approved the execution of this Agreement. The City Council found the Project: consistent with the objectives, policies, general land uses and programs specified in the general plan; compatible with the uses authorized in the City's zoning laws; in conformity with good land use practices; will not be detrimental to the health, safety and general welfare of the City; and is in the best interest of the City of Porterville and its residents.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. Government Code and Municipal Code Required Elements

a. Description of Property. Land situated in the City of Porterville, County of Tulare, State of California; whose street address is _____, City of Porterville, State of California (the "Site"). The Site includes Assessor's Parcel Number: XXXX-XXX-XXX.

b. Owner and Other Person with Legal or Equitable Interest.

Owner: **[NAME OF OPERATOR]**,

Nature of Interest: **[SAMPLE: Lease for 10 years with Option to Renew for an additional 10 years]**.

If Owner is not the fee simple owner of the Site, check box below:

☒ Owner represents and warrants that the property owner has consented in writing to the execution and recordation of this Agreement against the Site. See attached Landlord Consent agreement, incorporated herein by this reference (Exhibit ____).

Commented [J4]: See above comments.

c. Permitted Uses. The subject property may be used for [DESCRIPTION: commercial storefront cannabis dispensary] as presently authorized under City Ordinance No. _____, including Porterville Municipal Code §§ 15-85 through 15-105 and Sections 609.01 through 609.11, and for any other use as authorized under applicable provisions of the Porterville Municipal Code.

d. Zoning. Owner shall guarantee that such activities outlined in Owner's Commercial Cannabis Permit Application ("Application") conducted pursuant to this Agreement and under the Commercial Cannabis Permit shall comply with the City's municipal code, including the above-referenced zoning regulations and any and all development and construction requirements contained therein. Owner shall not conduct any business under this Agreement or under the Commercial Cannabis Permit without having obtained all necessary permits, licenses, and approvals from the City and State of California.

e. Reservation or Dedication of Land for Public Purposes. If needed, sufficient roadway, sidewalk, and utility easements shall be reserved or dedicated to City for such purposes.

2. Term

This Agreement shall commence on the Effective Date and it shall end **five (5)** years from the starting date, and it shall remain in full force and effect so long as the subject property is used for a commercial cannabis facility as authorized under City Ordinance Nos. _____; provided, however, such use is not abandoned for a period of more than ninety (90) days.

This Agreement [SHALL] be extended for _____ additional (up to five) _____ year period following the expiration of the initial **five (5)** year term upon the occurrence of all of the following:

(i) The Owner shall give written notice to the City no later than one hundred twenty (120) days before the expiration of the initial five (5) year term that the Owner desires to extend this Agreement for an additional _____ year period;

(ii) The Owner shows adequate evidence to the City that it has a legal and/or equitable interest in the Property and/or will have such interests for the duration of the extended term of the Agreement;

(iii) The Owner shall deposit all fees required by the City necessary for processing the extension request and drafting necessary documentation;

(iv) The Owner shall be in compliance with all provisions of Ordinance Nos. _____, and all terms imposed by the City-issued Commercial Cannabis Permit; and

(v) The Owner shall not be in default of any provision of any agreement between City and Owner relative to the development of the Property or of any condition of approval imposed upon any entitlement granted by the City relative to the development of the Property for which Owner has been given a written notice to cure by the City and for which Owner has not cured or commenced to cure such default within thirty (30) days, if and as provided by such agreement or condition of approval.

3. Owner's Site and Floor Plans

a Owner's site plan and floor plan for the facility are attached hereto as Exhibit _____ and incorporated into the Application.

b A preliminary landscape plan shall be prepared and reviewed and approved by the City Manager, the Community Development Director, the Engineering and Project Management Director, and/or their respective designees. A final landscape plan shall be prepared and submitted in conjunction with building and site improvement plans prior to issuance of building permits for construction activities.

c An exterior signage plan shall be prepared and reviewed and approved by the appropriate City staff in accordance with the procedures and requirements of the Porterville Municipal Code.

4. Facility Operations

a Standard Operating Procedures. Owner is a lawful entity that will only transact business with other legally permitted persons and entities under the California Cannabis Laws. Prior to operating a dispensary, Owner shall be required to obtain a Commercial Cannabis Permit, and all requirements pursuant to said permit, from the City pursuant to City Ordinance No. _____. Further, and notwithstanding anything to the contrary, Owner may operate such cannabis-related activities as permitted in accordance with California state laws and regulations, as may be amended, including without limitation, as long as such activity is not inconsistent with Ordinance No. _____, this Development Agreement, the City-issued Commercial Cannabis Permit, and the Porterville Municipal Code.

During the term of its CCP and the term of this Agreement, Owner shall lawfully

operate in accordance with all state and local laws. Owner shall employ exemplary operating procedures to comply with state and local laws. Owner's facility shall employ safety and security measures for the safety and security of its employees, visitors, vendors, and neighboring communities and properties.

Owner shall fully comply with the minimum Operating Standards regulating the proposed Commercial Cannabis Activity as set forth in Article Chapter 15, Article 15, Sections 15-85 through 15-105 of the Porterville Municipal Code, and those required by Ordinance No. _____, and such more specific operational requirements set forth in Exhibit ____, "Operational and Business Standards", attached hereto.

b. Security Plan. Owner shall secure approval of its proposed security plan by the City prior to operating. The security plan shall include, at a minimum and as appropriate, provisions for video surveillance, perimeter fencing and/or security, protection of the building(s) from vehicle intrusion, cash handling procedures, internal accounting controls, product handling and storage procedures, and a professionally monitored alarm system. Equipment and systems used for video surveillance and building alarms shall be approved by City. See Porterville Municipal Code Section 15-87, subsections (N) and (O), and Exhibit ____ for minimum security requirements.

Video surveillance shall include, at a minimum, all site and facility entrances and access points, all spaces accessible by the public, all secured areas of the facility with restricted access, all interior spaces and rooms where cannabis products are handled, shipping and receiving areas, cash storage areas, and other areas necessary to protect the safety of employees and the public and to ensure cannabis products are received, handled, stored, and sold in compliance with applicable state and local laws and regulations. The video surveillance system shall be web-based with direct access provided to the City of Porterville Police Department upon request.

The security system shall also include sensors to detect entry and exit from all secure areas, panic buttons in appropriate locations, and a professionally monitored alarm system with glass breakage sensors and motion detectors.

Owner shall employ properly trained and licensed third-party security personnel to protect the welfare and safety of Owner and employees, and to ensure public safety to the neighboring community. Owner shall use security personnel during all hours of business operations. Security personnel may be armed so long as proper licensing and insurance requirements are followed and met by the third-party operator providing such security services. See Exhibit _____ for the additional minimum security requirements.

Further, the project shall have a separately secured, limited access area, where all persons must be at least 21 years of age and have a business reason for

entering the area; non-employees with authorized access must be escorted, and an access log must be maintained. The (nonlimited access) reception area shall be operated_____.

c. Fire Department Approval. Owner shall not operate any facility, and no permit, license, or other approval issued by City shall be valid unless and until the Porterville Fire Department has approved Owner's site plan, floor plan, safety plan, and any other plans that require its approval.

d. Possession of Firearms. Except for licensed and bonded security personnel, no person employed or contracted by Owner shall be in possession of any firearm while on the premises or location without having first obtained a license from the appropriate state or local agency authorizing the person to be in possession of such firearm. Every such person in possession of a firearm while on the premises or location must provide the City Manager and the Porterville Police Department, ten (10) days before bringing the firearm onto the premises, with the following:

- 1) A copy of the license issued to the person by the appropriate state or local agency authorizing him or her to possess such firearm;
- 2) A copy of his or her law enforcement identification (if he or she is employed by a law enforcement agency);
- 3) A copy of his or her California driver's license or California identification card; and
- 4) Any other information reasonably required by the Porterville Police Department to show that the individual is in compliance with the provisions of all laws regarding the possession and use of a firearm.

e. Identification Display. Each owner, manager, employee, and individual member engaged in the operation of the business shall at all times while engaged in the duties of his or her position wear in plain sight, on his or her person and at chest level, a valid identification badge, issued by Owner.

f. Employee Background Checks and Procedures for Inventory Control to Prevent Non-Medical Diversion of Medical Cannabis. Only employees who receive clearance from [] shall be permitted to enter Owner's facility. Each employee will have to meet a criminal background investigation as required by the City, which at minimum shall include a LiveScan criminal history check, which City shall make a good faith effort to facilitate within a reasonable time following the issuance of a Commercial Cannabis Permit(s) or license(s) to Owner.

Owner shall take all necessary and reasonable steps to prevent the sale or

distribution of any of its cannabis products to minors; prevent revenue from the sale or distribution of its cannabis and/or infused products from going to criminal enterprises, gangs and cartels; prevent the diversion of cannabis from California to any other state; prevent state-authorized cannabis activity from being used as a cover or pretext for the trafficking of other illegal drugs or other illegal activity; prevent violence and the use of firearms in the sale of cannabis; discourage and educate against drugged driving and the exacerbation of other adverse public health consequences associated with cannabis use; disavow growing cannabis on public lands that creates attendant public safety and environmental dangers posed by such illegal uses; and discourage and educate against cannabis possession or use on federal property.

g. Point of Sale Tracking System. Owner shall maintain an inventory control and reporting system that accurately documents the cannabis products. The inventory control and reporting system shall comply with the track and trace program required by California Cannabis Law and regulations issued thereunder.

Owner shall employ an electronic point of donation/sale system approved by the State of California for all point of donations/sales tracking from seed or inception to product distribution to other licensed commercial cannabis facilities. Such approved system shall track all commercial cannabis products, each edible, harvested flower, and/or manufactured concentrate, as well as gross sales (by weight and sale). Owner's point of sale system shall have the capacity to produce historical transactional data in accordance with City's requirements.

h. Record Keeping. Owner shall maintain records for all commercial cannabis and/or infused products. Owner shall comply with all record-keeping responsibilities that are set forth in Ordinance No. 1853, Section 15-87(O) of the Porterville Municipal Code, including complete and up-to-date records regarding the amount of commercial cannabis delivered and sold, and applicable State law.

i. Commercial cannabis sales shall not create offensive odors; create excessive dust, heat, noise, smoke, traffic, or other impacts that are disturbing to people of normal sensitivity residing or present on adjacent or nearby property or areas open to the public; or be hazardous due to use or storage of materials, processes, products, or wastes.

Owner shall store its commercial cannabis and/or commercial cannabis products in a locked safe room with T-card identification access for management only. The safe room shall be constructed of fire-rate walls with numerous cameras installed to view all entries and exits from the safe room, as well as all other activities performed within Owner's facility. Owner will not conduct outdoor operations except as related to lawful delivery and transportation of commercial cannabis and infused products. Owner will not store commercial cannabis or related products in its delivery vehicle outside normal operating hours of the facility.

Any excess or contaminated product will be securely stored on-site until it is properly disposed. Disposal may include composting, incineration, land-fill disposal through the local waste management hauler, or other disposal methodology in accordance with state and county health and safety codes and regulations.

j Odor Control. All structures shall have ventilation and filtration systems installed that prevent commercial cannabis plant odors from exiting the interior of the structure. The ventilation and filtration system shall be approved by the Building Official and installed prior to commencing sales within the allowable structure. Facility air intake, exhaust, and recirculating system shall be of industrial grade. Activated charcoal, recirculating, and closed loop aeration systems will be utilized as necessary for effective odor control and management. See minimum requirements, pursuant to Exhibit_____ to this Agreement.

k Description of Banking Plan. Owner shall seek to open a bank account under the name of Owner or its associated management company to provide transparency for funds received, operational costs, including payroll, tax payments to the state and federal governments. Should a bank account not be forthcoming, Owner shall implement other industry standard banking and/or other industry standard transactional mechanisms.

l Transportation and Delivery Plan. Owner shall comply with all state and local law regarding transportation and delivery, including the rules governing delivery service. Owner shall retain a list of names and cellular contact numbers for all employees engaged in transportation and/or delivery of commercial cannabis products and provide it to the applicable oversight authority, keeping the list current and up to date.

Owner will keep complete and up-to-date records documenting each delivery, including the amount/product(s) provided, the date and time provided, the name of the employee making the delivery, the name and address of the individual corporation to whom delivery is made, and the amount of the related sale/monetary transaction.

5. Community Relations, Employment, and Wages

a Public Outreach and Education Program. The Owner shall coordinate and cooperate with City and any other Owners of commercial cannabis dispensaries located within City of Porterville in the establishment and implementation of appropriate public outreach and education programs, including but not limited to those described in Attachment _____. The public outreach and education programs shall be approved by City.

b Community Benefits Program. The Owner shall coordinate and cooperate

with the City and other Owners of commercial cannabis facilities located within the City of Porterville in the City Council's establishment and implementation, and the Owners' funding of a community benefits program which could include such items as senior citizen programs, City beautification efforts, funding for enforcement against illegal cannabis operations, public safety, housing programs, economic development, infrastructure, capital improvements, including expansion and/or improvement to existing facilities or other physical improvements that provide a benefit to the community, support of holiday and special community events, and support of local public service, public safety, and special social and community organizations. This community benefits program may be implemented by the City. The City may invite public participation in the decision-making process for identifying and prioritizing community needs and benefits, and identifying appropriate projects to be funded by the entity implementing this community benefits program. All projects under the community benefits program must be approved by the City.

Owner agrees, as a business expense, to pay the City the yearly sum of \$_____. Unless initialed below by the City Manager, this yearly sum shall be deposited **in full** into a dedicated account set up by the City in order to fund and implement a City-approved community benefits program.

_____ If initialed here by the City Manager, Owner has been approved for the following payment plan: Within thirty days of the Effective Date of this Agreement, the Owner shall deposit into the City's dedicated account, in good funds, twenty percent (20%) of the yearly sum of \$_____ [initial payment calculated at \$_____] and shall pay the balance thereof over a period of ____ (XX) months payable in equal monthly installments of \$_____ per month. Each monthly payment shall be due and payable on the 1st day of each month and shall be deemed late on the 5th day of the month. The amount and schedule of payments may only be modified by the written consent of the City Manager at his sole and complete discretion.

Thereafter, on the anniversary date of the Effective Date of this Agreement, and yearly through-out the entire term of this Agreement and any extension thereof, Owner shall pay to the City, as a business expense, the yearly sum of \$_____ payable in the same manner as set forth above.

c. Designation of Community Relations Liaison. At the time of this Agreement, Owner's day-to-day operations manager, _____, will be responsible for community inquiries and complaints and on-site management during normal business hours.

d. Interface with City of Porterville Police / Inspections. Owner's day-to-day operations manager, and/or the Owner's Community Relations Liaison, _____, will interface with the Porterville Police Department's assigned designee to ensure its operation complies with state and local laws and regulations. The City Manager, or designee, or the Porterville Police Department's

assigned designee acting at the City Manager's request and per his specific and limiting instructions, shall have the right to enter all Premises from time to time unannounced during hours of operation for the purpose of making reasonable inspections to observe and enforce compliance with this Agreement and state and local laws and regulations, without the requirement of a search warrant, subpoena, or court order, and subject to appropriate cost recovery fees set forth in this Agreement, or adopted by the City. See, Ordinance No. _____, as well as Porterville Municipal Code Section 15-87, 15-96.

Owner's Initials

e. **Local Recruitment, Hiring, and Training Programs.** Owner is committed to making a good-faith effort to recruit, hire, and train City residents for employment by Owner. A good-faith effort means Owner shall take the following or similar actions to recruit and employ City residents: 1) Contact local recruitment sources to identify qualified individuals who are City residents, 2) Advertise for qualified City residents in trade papers and newspapers of general circulation in the area, and 3) Develop a written plan to recruit and employ City residents as a part of the its workforce. At a minimum, the Owner commits to a local annual hiring goal of _____% of total operational jobs for permanent and apprentice employees. This goal shall apply horizontally, across all departments and managerial positions. The Owner shall not be penalized or deemed in default under this Agreement if it is unable to achieve such a goal. "Local" is defined as within a 3-mile radius of the boundaries of the City's boundaries. The Owner shall contact and work with a job referral agency assigned by the City Manager to implement a local hiring policy for permanent and apprentice employees. The purpose of the hiring policy is to facilitate the training and employment of local and disadvantaged job applicants for jobs within the City's jurisdiction, and 3-mile radius of City boundaries. Applicants for jobs shall not be disqualified from hiring solely on the basis of an arrest or conviction for a Cannabis-related crime that occurred prior to November 8, 2016, and could have been prosecuted as a misdemeanor or citation under current California law. The Owner shall report on compliance with the local hiring goals as part of its annual audit report.

Commented [J5]: This is an example of a City Council-determined Community Benefits Program. The Committee and staff are requesting input and direction from the City Council, including RFP-related requirements as to this Program.

6. Indemnification Agreement by each Cannabis Permittee

Pursuant to Ordinance No.1853, and including Porterville Municipal Code Section 15-87(T), to the fullest extent permitted by local, state and/or federal law, the City of Porterville shall not assume any liability whatsoever with respect to having issued a Commercial Cannabis Permit or executed a Development Agreement pursuant Ordinance No. 1853, or otherwise approving the operation of any commercial cannabis business. As a condition to the approval of any Commercial Cannabis Permit and to the execution and approval of a Development Agreement, the Owner shall be required to meet all the conditions enumerated in Porterville Municipal Code Sections 15-85 through 15-105, before this Agreement may be executed, and before they can receive the Commercial Cannabis Permit. The City

Commented [J6]: Staff requests that the City Council look at whether, and to what extent the City wants to require this. This requirement should also be tied to any representation the applicant made in its RFP response.

Manager shall require each Commercial Cannabis Permittee to execute a separate Indemnification Agreement prepared by the City that fully indemnifies the City for all liabilities associated with the Commercial Cannabis Permit, the Commercial Cannabis Permittee's Commercial Cannabis Activities, and any action taken by the Cannabis Permittee. The Indemnification Agreement shall include the defense of the City and reimbursement of all fees, costs and expenses incurred by the City related to any action arising from this Agreement. Attached as Exhibit____, and incorporated herein by this reference, is true and correct copy of a fully executed Indemnification Agreement.

Commented [J7]: This section shall be consistent with the indemnification agreement required in the RFP response.

7. Fees, Costs, and Future Taxes

a. Permit Fees. Owner agrees to pay all permit fees and charges referenced in Ordinance No. 1853, all amounts adopted by City Council and as required by applicable laws and regulations, and any fees set forth in this Agreement. Permit application, processing, and renewal fees shall be due and payable at the time application is made or renewed.

b. Operating Fees.

As used herein, "**Premises**" means the designated structure or structures and land specified in the application that is owned, leased, or otherwise held under the control of the Commercial Cannabis Permittee applicant or Commercial Cannabis Permittee where the Commercial Cannabis Activity will be or is conducted.

As used herein, "**Commercial Cannabis Activities**" means all permitted activities related to operating a commercial cannabis storefront dispensary.

As used herein, "**Gross receipts**" shall mean the total amount actually received or receivable in the course of business in a calendar year or calendar month from sales or the performance of acts or services for which charge is made or credit allowed. "**Gross receipts**" include, without limitation, all receipts, cash, credit, property received in lieu of cash, and any other valuable consideration taken in exchange for goods, services or other valuable consideration.

Owner agrees to pay City, in order to enable City to promote, protect, and enhance the health, safety, and welfare of the community and its residents and its quality of life, a monthly operating fee(s) of five (5)% of **Gross Receipts**, or a minimum of \$_____ per month, whichever is greater, for operations from the Cannabis Storefront Retail Permit on the **Premises**, including deliveries.

Operating fees shall begin to accrue in the month of the Effective Date of this Agreement. The operating fee shall be due and payable on the 10th day of each calendar month through-out the term of this Agreement. Failure to pay the fee within thirty (30) days after the due date shall result in a penalty for nonpayment

in a sum equal to 25% of the total amount due. Additional penalties will be assessed in the following manner: 10% shall be added to the first day of each calendar month following the month of the imposition of the 25% penalty if the fees remain unpaid in whole or in part – up to a maximum of 100% of the fee payable on the due date.

c. Owner understands and agrees that the fees set forth above shall be paid in a manner and in accordance with a payment schedule set or modified by City.

8. Additional Owner Obligations

a. Reporting of Gross Receipts from Operations

1) Quarterly Receipts. No later than [**For example, July 15, 2020**], and every three months thereafter (Owner shall deliver to City a report (the "Quarterly Report") showing (i) Gross Receipts from operations for the immediate prior three months received by Owner, and a cumulative total of all amounts of Gross Receipts from Operations received by Owner for the calendar year, (ii) a calculation of the quarterly payment due to City for the prior three months, and (iii) a calculation of the cumulative total of all quarterly payments for the calendar year.

2) Statement of Receipts/Annual Audit. The Owner shall keep complete, accurate and appropriate books and records of all receipts from operations in accordance with generally accepted accounting principles. For purposes herein, "books and records" shall mean all bookkeeping or accounting documents Owner typically utilizes in managing its business operations relating to the Project. Such books and records, as well as all other relevant documents as the City Manager may reasonably require, shall, upon reasonable written notice, be open for inspection by City, its auditors or other authorized representatives. If at any time during the term such books and records prove inadequate in the reasonable judgment of City to record the Gross Receipts from Operations as herein required, Owner shall, upon the written request of the City, procure and maintain such books and records as shall be of a character and from adequate for such purpose. City shall have the right to audit and examine such books, records and documents and other relevant items in the possession of Owner, on no less than an annual basis, or at any time upon reasonable request by the City, to the extent necessary for a proper determination of Gross Receipts from Operations, and all such books, records, documents and other items shall be held available for such audit and examination. The City's audit shall be performed by a non-contingency fee independent auditor approved in advance by the City. Upon request by City, Owner shall make all such books, records and documents available to the City Manager, his designee, or to the City approved auditor, and provide removable copies thereof, within thirty (30) of the date of City's request. Owner shall pay all costs of such audits. Owner shall preserve such books, records,

documents, and other items in Porterville for a period of not less than one (1) years for the purpose of auditing or re-auditing these accounts upon reasonable notice; except that, if an audit is made within the seven-year period and Owner claims that errors or omissions have occurred, the books and records shall be retained and made available until those matters are resolved. City shall keep strictly confidential all statements of revenue furnished by Owner and all other information concerning Owner's operation of the Premises obtained by City as a result of the inspection audit and examination privileges of City hereunder, except as otherwise required by law. If City receives a request for such information pursuant to the Public Records Act (California Government Code Section 6250, et seq.), City shall provide Owner notice of any such request prior to disclosing any such information and afford Owner the opportunity to obtain a protective order. Within seven (7) years after the receipt of any statement of receipts under this Agreement, City at any time shall be entitled to carry out an audit of such revenue either by City or agent to be designated by City. If it shall be determined as a result of such audit that there has been a deficiency in any payment due under this Agreement made on the basis of such statement, then such deficiency shall become immediately due and payable within thirty (30) days of such determination.

1) Copies of Tax Filings. Owner shall provide the City with courtesy copies of each and every report Owner is required to provide to the County of Tulare or the State of California for sales, use, or other tax purposes at the time such filings are made.

b. Future Revenue Mechanisms. During the term of this Agreement, if the City imposes (by Citizen Initiative or otherwise) an alternative revenue mechanism specifically related to cannabis operations (e.g., a cannabis tax), Owner agrees to renegotiate in good faith the terms of this Development Agreement with the City so as to comply with an alternative revenue mechanism. As used in this section, "alternative revenue mechanism" does not include taxes, fees, or assessments levied on or collected from both medicinal cannabis and non-cannabis operations, or other general businesses in the City.

9. Insurance and Indemnity

a. Insurance. Owner shall require all persons doing work on the Project, including its contractors and subcontractors (collectively, "Owner" for purposes of this Article 6 only), to obtain and maintain insurance of the types and in the amounts described in this section and its subsections with carriers reasonably satisfactory to City.

b. General Liability Insurance. Owner shall maintain commercial general liability insurance or equivalent form with a limit of not less than ____ Million Dollars (\$_,000,000) (or as otherwise approved, in writing, by City) per claim and ____ Million Dollars (\$_,000,000) each occurrence. Such insurance shall also:

1) Name City, its elected and appointed councils, boards, commissions, officers, agents, employees, and representatives as "Additional Insureds" by endorsement with respect to performance of this Agreement. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed additional insured.

2) Be primary with respect to any insurance of self-insurance programs covering City, its officials, employees, agents, and representatives.

3) Contain standard separation of insured provisions.

c. Automotive Liability Insurance. Owner shall maintain business automobile liability insurance or equivalent form with a limit of not less than ____ Million Dollars (\$_,000,000) for each accident for the vehicles Owner operates in connection with its cannabis business. Such insurance shall include coverage for owned, hired, and non-owned automobiles. Such insurance shall also:

1) Name City, and work in good faith with the City and the insurers to name additional insureds as deemed reasonably necessary. "Additional Insureds" by endorsement with respect to performance of this Agreement. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed additional insureds;

2) Be primary with respect to any insurance or self-insurance programs covering City, its officials, employees, agents, and representatives;

3) Contain standard separation of insured provisions.

d. Workers' Compensation Insurance. Owner shall take out and maintain during the term of this Agreement, workers' compensation insurance for all of Owner's employees employed at or on the Project, and in the event any of the work is subcontracted, Owner shall require any general contractor or subcontractor similarly to provide workers' compensation insurance for such contractor's or subcontractor's employees, unless such employees are covered by the protection afforded by Owner. In case any class of employee engaged in work on the Project is not protected under any workers' compensation law, Owner shall provide and shall cause each contractor and subcontractor to provide adequate insurance for the protection of employees not otherwise protected. Owner hereby indemnifies City for any damage resulting from failure of Owner, its agents, employees, contractors, or subcontractors to take out or maintain such insurance. Workers' compensation insurance with statutory limits and employer's liability insurance with limits of not less than ____ Million Dollars (\$_,000,000) each accident shall be maintained.

e. Other Insurance Requirements. Owner shall do all of the following:

1) Prior to taking any actions under this Agreement, furnish City with properly executed certificates of insurance that clearly evidenced all insurance required in this Article, including evidenced that such insurance will not be canceled, allowed to expire, or be materially reduced in coverage without thirty (30) days prior written notice to City.

2) Provide to City, upon request, and within seven (7) calendar days of said request, certified copies of endorsements and policies, and properly executed certificates of insurance evidencing the insurance required herein.

3) Replace or require the replacement of certificates, policies and endorsements for any insurance required herein expiring prior the termination of this Agreement.

4) Maintain all insurance required herein from the Effective Date of this Agreement to the earlier of the expiration of the term or the mutual written termination of this Agreement.

5) Place all insurance required herein with insurers licensed to do business in California with a current Best's Key Rating Guide reasonably acceptable to City.

Commented [J8]: Specific minimum requirements

f. Indemnity. To the fullest extent permitted by law, Owner shall indemnify, defend, and hold harmless the City, its officers, employees, agents and volunteers ("City indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of Owner's (or Owner's contractors, subcontractors, agents, or employees) performance of its obligations under this agreement or out of the operations conducted by Owner (or Owner's contractors, subcontractors, agents or employees), including the City's active or passive negligence, EXCEPT for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Owner's performance of this agreement, the Owner shall provide a defense to the City indemnitees, or at the City's option, reimburse the City their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

10. Termination

a. Termination Upon End of Term. This Agreement shall terminate upon the expiration of the term, unless it is terminated earlier pursuant to the terms of this Agreement. Upon termination of this Agreement, City shall record a notice of such termination and this Agreement shall be of no further force or effect except as otherwise set forth in this Agreement.

b. Effect of Termination on Owner's Obligations. Termination of this Agreement shall eliminate any further obligation of Owner to comply with this Agreement, or some portion thereof, if such termination relates to only part of the Site or Project. Termination of this Agreement, in whole or in part, shall not, however, eliminate the rights of Owner to seek any applicable and available remedies or damages based upon acts or omissions occurring before termination.

c. Effect of Termination on City's Obligations. Termination of this Agreement shall eliminate any further obligation of City to comply with this Agreement, or some portion thereof. Termination of this Agreement shall not, however, eliminate the rights of City to seek any applicable and available remedies or damages based upon acts or omissions occurring before termination.

d. Survival After Termination. The rights and obligations of the Parties set forth in this Agreement which, by its express terms or nature and context is intended to survive termination of this Agreement, will survive any such termination.

11. Resources Efficiency

Owner shall endeavor to reduce its environmental impact when possible. The design of the facility shall include reasonable water and energy conservation measures in accordance with applicable State regulations.

12. Standard Conditions for Construction

During any on-site construction activities related to development of the project site and any buildings thereon, or renovation or remodeling of existing buildings, Owner shall comply with all applicable terms and conditions of City's Standard Conditions for Construction, attached hereto and incorporated herein by reference as Exhibit _____. The Project shall comply with the applicable parking standards established by the City for these particular cannabis activities.

13. Defaults and Remedies

a. Remedies in general. It is acknowledged by the parties that City would not have entered into this Agreement if it were to be liable in damages under this Agreement, or with respect to this Agreement or the application thereof, except as hereinafter expressly provided. Subject to extensions of time by mutual consent in writing, failure to delay by either party to perform any term or provision of this Agreement beyond a reasonable notice and cure period shall constitute a default. In the event of alleged default or breach of any terms or conditions of this Agreement, the party alleging such default or breach shall give the other party not less than thirty (30) day notice in writing specifying the nature of the alleged default and the manner in which said default may be satisfactorily cured during any such thirty (30) day period, the party charged shall not be considered in

default for purposes of termination or institution of legal proceedings. Notwithstanding the foregoing to the contrary, if the alleged default is of such a nature that it cannot be cured within thirty (30) days, the alleged defaulting party shall not be deemed in default as long as such party commences to cure such default within such thirty (30) day period and thereafter diligently prosecutes such cure to completion.

After notice and expiration of the thirty (30) day period, the other party to this Agreement, at its option, may institute legal proceedings pursuant to this Agreement.

In general, each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement, except that City shall not be liable in monetary damages, unless expressly provided for this Agreement, to Owner, to any mortgagee or lender, or to any successors in interest of Owner or mortgagee or lender, or to any other person, and Owner covenants on behalf of itself and all successors in interest to the Property or any portion thereof, not to sue for damages or claim any damages.

- 1) For any breach of this Agreement or for any cause of action which arises out of this Agreement; or
- 2) For the impairment or restriction of any right or interest conveyed or provided under, with, or pursuant to this Agreement, including, without limitation, any impairment or restriction which Owner characterizes as a regulatory taking or inverse condemnation; or
- 3) Arising out of or connected with any dispute, controversy or issue regarding the application or interpretation or effect of the provisions of this Agreement.

Nothing contained herein shall modify or abridge Owner's rights or remedies (including its rights for damages, if any) resulting from the exercise by City of its power of eminent domain. Nothing contained herein shall modify or abridge Owner's rights or remedies (including its rights for damages, if any) resulting from bad faith intentional acts, the grossly negligent or malicious acts of City and its officials, officers, agents and employees. Nothing herein shall modify or abridge any defenses or immunities available to City and its employees pursuant to the Government Liability Act and all other applicable statutes and decisional law.

Except as set forth in the preceding paragraph relating to eminent domain, Owner's remedies shall be limited to those set forth in this Section.

Notwithstanding anything to the contrary contained herein, City covenants as provided in Civil Code Section 3300 not to sue for or claim any consequential damages or, in the event all or a portion of the Property is not developed, for lost

profits or revenues which would have accrued to City as a result of the development of the Property.

b. Specific Performance. The parties acknowledge that money damages and remedies at law are inadequate, and specific performance and other non-monetary relief are particularly appropriate remedies for the enforcement of this Agreement and should be available to all parties for the following reasons:

1) Except as provided in this Agreement, money damages are unavailable against City.

2) Due to the size, nature and scope of the Project, it may not be practical or possible to restore the Property to its natural condition once implementation of this Agreement has begun. After such implementation, Owner may be foreclosed from other choices it may have had to use the Property or portions thereof. Owner has invested significant time and resources and performed extensive planning and processing of the Project in agreeing to the terms of this Agreement and will be investing even more significant time and resources in implementing the Project in reliance upon the terms of this Agreement, and it is not possible to determine the sum of money which would adequately compensate Owner for such efforts; the parties acknowledge and agree that any injunctive relief may be ordered on an expedited, priority basis.

c. Release. Except for those remedies set forth in this Agreement, Owner, for itself, its successors and assignees, hereby releases City, its officers, agents and employees from any and all claims, demands, actions, or suits of any kind or nature arising out of any liability, known or unknown, present or future, based or asserted, pursuant to Article 1, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution, or any other law or ordinance which seeks to impose any other liability or damage, whatsoever, upon City because it entered into this Agreement or because of the terms of this Agreement.

Owner acknowledges that it may have suffered, or may suffer, damages and other injuries that are unknown to it, or unknowable to it, at the time of its execution of this Agreement. Such fact notwithstanding, Owner agrees that the release provided in this Section shall apply to such unknown or unknowable claims and damages. Without limiting the generality of the foregoing, Owner acknowledges the provisions of California Civil Code Section 1542, which provide:

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

Owner hereby waives, to the maximum legal extent, the provisions of California Civil Code Section 1542 and all other statutes and judicial decisions of similar

effect.

**_____
Owners' Initials**

d. Termination of Agreement for Default of City. Owner may terminate this Agreement in the event of a default by City in the performance of a material term of this Agreement and only after providing written notice to City of default setting forth the nature of the default and the actions, if any, required by City to cure such default and, where the default can be cured, City has failed to take such actions and cure such default within sixty (60) days after the effective date of such notice or, in the event that such default cannot be cured within such sixty (60) day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such sixty (60) day period and to diligently proceed to complete such actions and cure such default. Notwithstanding anything to the contrary, in the event that Owner deem it is necessary and/or advisable to cease operations in Porterville, then Owner may terminate this Agreement, and such termination shall be effective upon the date of written notice to the City.

e. Attorneys' Fees and Costs. In any action or proceeding between City and Owner brought to interpret or enforce this Agreement, or which in any way arises out of the existence of this Agreement or is based upon any term or provision contained herein, the "prevailing party" in such action or proceeding shall be entitled to recover from the non-prevailing party, in addition to all other relief to which the prevailing party may be entitled pursuant to this Agreement, the prevailing party's reasonable attorneys' fees and litigation costs, in an amount to be determined by the court. The prevailing party shall be determined by the court in accordance with California Code of Civil Procedure Section 1032. Fees and costs recoverable pursuant to this Section include those incurred during any appeal from an underlying judgment and in the enforcement of any judgment rendered in any such action or proceeding.

f. Owner Default. No building permit shall be issued or building permit application accepted for any structure on the Property after Owner is determined by City to be in default of the terms and conditions of this Agreement until such default thereafter is cured by Owner or is waived by City. If City terminates this Agreement because of Owner's default, then City shall retain any and all benefits, including money or land received by City hereunder.

14. Third Party Litigation

a. General Plan Litigation. City has determined that this Agreement is consistent with its General Plan. Owner has reviewed the General Plan and concurs with City's determination.

City shall have no liability under this Agreement or otherwise for any failure of City

to perform under this Agreement, or for the inability of Owner to develop the Property as contemplated by the **Agreement**, which failure to perform or inability to develop is as the result of a judicial determination that the General Plan, or portions thereof, are invalid or inadequate or not in compliance with law, or that this Agreement or any of City's actions in adopting it were invalid, inadequate, or not in compliance with the law.

b. Hold Harmless Agreement. To the fullest extent permitted by law, Owner hereby agrees to, and shall hold City, its elective and appointive boards, commissions, officers, agents, attorney's, contractors, consultants and employees harmless from any liability for damage or claims for damage for personal injury, including death, as well as from claims for property damage which may arise from Owner or Owner's contractors, subcontractors, agents, or employees' operations under this Agreement, whether such operations be by Owner, or by any of Owner's contractors, subcontractors, agents, or employees operations under this Agreement, whether such operations be by Owner, or by any of Owner's contractors, subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for Owner or any of Owner's contractors or subcontractors. Owner agrees to and shall defend City and its elective and appointive boards, commissions, officers, agents and employees from any suits or actions at law or in equity for damage caused, or alleged to have been caused, by reason of any of the aforesaid operations.

c. Indemnification. To the fullest extent permitted by law, Owner shall defend, indemnify, and hold harmless City and its elective and appointive boards, commissions, officers, agents, attorney's, contractors, consultants and employees against and from any and all liabilities, demands, claims, actions or proceedings and costs and expenses incidental thereto (including costs of defense, settlement and reasonable attorneys' fees), which any or all of them may suffer, incur, be responsible for or pay out as a result of or in connection with any challenge to the legality, validity or adequacy of any of the following: (i) this Agreement and the concurrent and subsequent permits, licenses and entitlements approved for the Project or Property; (ii) the environmental impact report, mitigated negative declaration or negative declaration, as the case may be, prepared in connection with the development of the Property; (iii) any claims based on or alleging inverse condemnation by any person or entity with an interest in the Property; and (iv) the proceedings undertaken in connection with the adoption or approval of any of the above. In the event of any legal or equitable action or other proceeding instituted by any third party (including a governmental entity or official) challenging the validity of any provision of this Agreement or any portion thereof as set forth herein, the parties shall mutually cooperate with each other in defense of said action or proceeding. Notwithstanding the above, City, at its sole option, may tender the complete defense of any third-party challenge as described herein. In the event City elects to contract with special counsel to provide for such a defense, City shall meet and confer with Owner regarding the selection of counsel, and Owner shall pay all costs related to retention of such counsel. This Indemnification is provided in addition to that set forth in Section 9(f).

d. Environmental Contamination. To the fullest extent permitted by law,

Owner shall indemnify and hold City, its elective and appointive boards, commissions, officers, agents, attorney's, contractors, consultants and employees free and harmless from any liability, based or asserted, upon any act or omission of Owner, its officers, agents, employees, subcontractors, predecessors in interest, successors, assigns and independent contractors, excepting and acts or omissions of City as successor to any portions of the Property dedicated or transferred to City by Owner, for any violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to environmental conditions on, under or about the Property, including, but not limited to, soil and groundwater conditions, and Owner shall defend, at its expense, including attorneys' fees, City, its officers, agents and employees in any action based or asserted upon any such alleged act or omission. City may in its discretion participate in the defense of any such claim, action or proceeding. This Indemnification is provided in addition to that set forth in Section 9(f).

The provisions of this Section do not apply to environmental conditions that predate Owner's ownership or control of the Property or applicable portion; provided, however, that the foregoing limitation shall not operate to bar, limit or modify any of Owner's statutory or equitable obligations as an owner or seller of the Property.

e. City to Approve Counsel. With respect to this Section, City reserves the right to approve the attorney(s) which Owner selects, hires or otherwise engages to defend City hereunder, which approval shall not be unreasonably withheld.

f. Accept Reasonable Good Faith Settlement. With respect to this Section, City shall not reject any reasonable good faith settlement. If City does reject a reasonable, good faith settlement that is acceptable to Owner, Owner may enter into a settlement of the action, as it relates to Owner, and City shall thereafter defend such action (including appeals) at its own cost and be solely responsible for any judgment rendered in connection with such action. This Section applies exclusively to settlements pertaining to monetary damages or damages which are remedial by the payment of monetary compensation. Owner and City expressly agree that this Section does not apply to any settlement that requires an exercise of City's police powers, limits City's exercise of its police powers, or affects the conduct of City's municipal operations.

g. Survival. The provisions of this Section inclusive, shall survive the termination or expiration of the Agreement.

15. California Environmental Quality Act

Owner shall pay all fees and reimburse City for any and all costs incurred by City related to project review under the California Environmental Quality Act (CEQA), Public Resources Code, §§21000-21189.3, and the Guidelines for California Environmental Quality Act, California Code of Regulations, Title 14, §§15000-15387. If reasonably requested by City, Owner shall conduct and pay for any required CEQA reviews and

analyses. The City has found that the proposed Project is Categorically Exempt from California Environmental Quality Act (CEQA) requirements under provisions of CEQA Guidelines **Section 15301** – Existing Facilities. This exemption applies to projects characterized as alterations to existing facilities meeting the conditions described in **Section 15301**.

Commented [J9]: This language is subject to change depending on the specific project/site.

16. Rules, Regulations, and Official Policies

Except as otherwise provided in this Agreement, the rules, regulations, and official policies of City governing permitted uses of the land, governing density, and governing the design, improvements, and construction standards and specifications applicable to the development of the Project subject of this Agreement, shall be those rules, regulations, and official policies of City in force at the time of the execution of this Agreement. This Agreement does not prevent City, in subsequent actions applicable to the property, from applying new rules, regulations, and policies which do not conflict with those rules, regulations, and policies applicable to the property as set forth herein, nor does this Agreement prevent City from denying or conditionally approving any subsequent development project application based on such existing or new rules, regulations, or policies.

17. Commercial Cannabis Permit Conditions of Approval

Owner shall comply with all conditions of approval of the City-issued Commercial Cannabis Permit.

18. Periodic Reviews

This Agreement shall be subject to annual review. Owner and Landlord executing this Agreement, shall demonstrate good faith compliance with the terms of this Agreement. If, as a result of such periodic review, City finds and determines, based on substantial evidence, that Owner or Landlord executing this Agreement, or successor in interest thereto, has not complied in good faith with the terms or conditions of this Agreement, City may terminate or modify this Agreement (except no modification shall increase Owner's liability nor reduce Owner's rights), provided that City shall first provide Owner notice of its intent to terminate, with a detailed explanation as to why, and provide Owner the reasonable right to cure the same.

a. Periodic Review. City Council shall review this Agreement annually, on or before each anniversary of the Effective Date, in order to ascertain Owner's good faith compliance with this Agreement. During the periodic review Owner shall be required to demonstrate good faith compliance with the terms of the Agreement, through submitting an annual monitoring report, records, or equivalent written materials to the Community Development Department. The Department will schedule a hearing on the periodic review of the Development Agreement on or following the anniversary of the Effective Date, but Owner has no obligation to compel such hearing, and no implication will be made to Owner's detriment if a hearing is not in fact held. Owner shall document any request for an extension of

the term due to delays beyond the control of Owner (see Section_____, "Force Majeure").

b. Conditional Use Permit. For all intents and purposes, the Commercial Cannabis Permit to be issued under this Agreement shall be treated as if it were a Conditional Use Permit issued to Owner for the establishment and operation of its business. The operation of the business at all times shall be required to comply with the terms of this Agreement.

c. Special Review. City Council may order a special review of compliance with this Agreement at any time. The Community Development Director or his or her designee shall conduct such special review. During a special review, Owner shall be required to demonstrate good faith compliance with the terms of the Agreement. The burden of proof on this issue shall be on Owner.

d. Review Hearing. At the time and place set for the review hearing, Owner shall be given an opportunity to be heard. If City Council finds, based upon substantial evidence, that Owner has not complied in good faith with the terms or conditions of this Agreement, City Council may terminate this Agreement notwithstanding any other provision of this Agreement to the contrary, or modify this Agreement and impose such conditions as are reasonably necessary to protect the interests of City. The decision of City Council shall be final, subject only to judicial review pursuant to Code of Civil Procedure Section 1094.5.

e. Certificate of Agreement Compliance. If, after a periodic or special review, Owner is found to be in compliance with this Agreement, and if Owner requests it, City shall issue a Certificate of Agreement Compliance ("Certificate") to Owner stating that after the most recent periodic or special review, and based upon the information known or made known to the Planning Director and City Council, that (i) this Agreement remains in effect and (ii) Owner is not in default.

City shall not be bound by a Certificate if a default existed at the time of the periodic or special review, but was concealed from or otherwise not known to the Planning Director and City Council, regardless of whether the Certificate is relied upon by assignees or other transferees or Owner.

f. Failure to Conduct Review. City's failure to conduct a periodic review of this Agreement shall not constitute a breach of this Agreement.

19. Assignment

Assignment by Owner. Owner shall not transfer, delegate, sublet or assign its interest, rights, duties, and obligations under this Agreement

Any assignment, delegation, or subletting shall be null and void.

20. Operating Commercial Cannabis Facility

Any party to this Agreement, or successor in interest thereto, shall not operate a commercial cannabis facility authorized under the municipal code unless it is the holder of a valid applicable State Cannabis License and a Commercial Cannabis Permit issued by City in accordance with the procedures and requirements of Chapter 15, Article VII of the Porterville Municipal Code.

21. Notice

Any notice or communication required hereunder between City and Owner must be in writing, and may be given either personally, by registered or certified mail (return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered, as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to City: City of Porterville
291 North Main St.
Porterville, CA 93257
Attention: City Manager

and City Attorney, Porterville
McCormick, Kabot, Jenner & Lew
4010 S. Demaree Street
Visalia, CA 93277

If to Owner: [NAME AND ADDRESS OF OPERATOR]

If to Landlord:

With a courtesy copy to:

22. Miscellaneous Provisions

a Amendment or Cancellation. This Agreement may be amended, or canceled in whole or in part, only by the written mutual consent of the parties to this Agreement or their successors in interest.

b Waiver. Waiver by City of any one or more of the terms or conditions of this Agreement shall not be construed as waiver of any other term or condition under this Agreement.

c Enforcement/Reserved Powers. Unless amended or canceled pursuant hereto, this Agreement shall be enforceable by any party hereto, or successor in interest thereto, notwithstanding any subsequent change in any applicable general or specific plan, zoning, subdivision or building regulation, or municipal code amendment adopted by City that conflicts with the terms of this Agreement. However, this Agreement is subject to the City's "Reserved Powers." For purposes of this Agreement, "Reserved Powers" means the rights and authority excepted from this Agreement's restrictions on the City's police powers and which are instead reserved to the City. The Reserved Powers include the powers to enact regulations or take future discretionary actions after the Effective Date of this Agreement that: (1) are necessary to protect the public health and safety, and are generally applicable on a City-wide basis (except in the event of natural disasters as found by the City Council such as floods, earthquakes and similar acts of God); (2) are amendments to California Marijuana Laws or California Uniform Codes, as adopted by the City of Porterville, and/or the Porterville Municipal Code, as applicable, regarding the construction, engineering and design standards for private and public improvements to be constructed on the Site; (3) are necessary to comply with state or federal laws and regulations; or (4) involve sign and parking ordinances and guidelines, changes to the City's zoning laws, Specific Plan or the City's General Plan, whether adopted previous or subsequent to the Effective Date of this Agreement).

If any City ordinance, rule or regulation or addition to the Porterville Municipal Code is enacted or imposed by a citizen-sponsored initiative or referendum after the Effective Date that would conflict with this Agreement or an associated Commercial Cannabis Permit, business license or other authorizations and City approvals, or reduce development rights or assurances provided to the Owner in this Agreement, then such changes, additions or deletions to the Porterville Municipal Code shall not be applied to the Site or Project; provided, however, the parties acknowledge that the City's approval of this Agreement is a legislative action subject to referendum. The parties shall cooperate with each other and undertake such reasonable actions as may be appropriate to ensure this Agreement remains in full force and effect and is implemented in accordance with its terms and to the fullest extent permitted by state or federal law.

Notwithstanding anything to the contrary in this Agreement, site

improvements contemplated by this Agreement shall be completed pursuant to the City's development standards and design guidelines.

d. Joint and Several Liability. Owner shall be jointly and severally liable for any amount due under this Agreement, and any breach of this Agreement or failure to pay by one Party shall also constitute a breach of this Agreement by the other Party.

e. Severability. If any part of this Agreement is found to conflict with applicable state laws or regulations, such part shall be inoperative, null, and void insofar as it conflicts with said laws or regulations, or modified or suspended as may be necessary to comply with such state laws or regulations, but the remainder of this Agreement shall continue to be in full force and effect.

f. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The execution of this Agreement may be by actual, facsimile, or electronic signature.

g. Jurisdiction. The law governing this Agreement shall be that of the State of California. The parties agree that this Agreement is entered into and to be performed in Tulare County, California.

h. Disclaimer. Despite California's commercial cannabis laws and the terms and conditions of this Agreement, or any Commercial Cannabis Permit issued pertaining to Owner or the property specified herein, California commercial cannabis possessors or business operators may still be subject to arrest by state or federal officers and prosecuted under state or federal law. The Federal Controlled Substances Act, 21 USC § 801, prohibits the manufacture, distribution, and possession of cannabis without any exemptions for medical use.

i. Force Majeure. If delays are caused by unforeseen events beyond the control of Owner, such delays will entitle Owner to an extension of time as provided in this section. Such unforeseen events ("Force Majeure") shall mean war, insurrection, acts of God, local, state or national emergencies, strikes and other labor difficulties beyond the party's control, or any default by City hereunder, which Force Majeure event substantially interferes with the development, construction or operation of the Project.

j. Constructive Notice and Acceptance. Every person who after the Effective Date and recording of this Agreement owns or acquires any right, title, or interest to any portion of the Site, is and shall be conclusively deemed to have consented and agreed to every provision contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Site, and all rights and interests of such person in the Site shall be subject to the terms, requirements, and provisions of this Agreement.

k Binding Effect of Agreement. The Parties agree that the Recitals above are true and correct and intend to be bound by same. Except as otherwise provided, the burdens of this Agreement are binding upon, and the benefits of this Agreement inure to, all authorized successors-in-interest of the Parties and constitute covenants which run with the Site. In order to provide constructive notice thereof, the City Clerk will record this Agreement with the Tulare County Recorder within the period required by Government Code Section 65868.5.

l Project as a Private Undertaking. It is specifically understood and agreed by and between the parties hereto that the development of the Project is a private development, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between the City and the Owner is that of a government entity regulating the development of private property and the owner of such property.

m Changes to Project. The parties acknowledge that changes to the Project or Development Plans and related approvals may be appropriate and mutually desirable to carry out the intent and purpose of this Agreement. This Agreement shall not prevent the City from applying, with the consent or at the request of the Owner, *Subsequent Land Use Regulations* or *Subsequent Development Approvals* that do not directly conflict with the Project, Site or Development Plan authorized under this Agreement. The granting of one such change or request shall not obligate the City to grant other similar changes or requests. As used herein, "*Subsequent Development Approvals*" include, without limitation, all excavation, grading, building, construction, demolition, encroachment or street improvement permits, occupancy certificates, utility connection authorizations, or other non-discretionary permits or approvals necessary, convenient or appropriate for the Project. As used herein, "*Subsequent Land Use Regulations*" means ordinances, resolutions and codes adopted or approved by the City after the Effective Date of this Agreement governing the development and use of the land, including general plan amendments, zone changes, variances or conditional use permits affecting the permitted use of the land including density or intensity of use, subdivision requirements, the maximum height and size of proposed buildings, the provisions of reservation or Dedication of land for public purposes, and the design, improvement and construction and initial occupancy standards and specifications applicable to the Development of the Property.

n Conflicting Federal or State Rules. In the event that any conflicting federal or state laws or regulations, enacted after the Effective Date, prevent or preclude compliance with one or more provisions of this Agreement or require changes in plans, maps or permits approved by the City, *this Agreement shall remain in full force and effect as to those provisions not affected*; and

(i) Notice of Conflict. Either party, upon learning of any such matter, will provide the other party with written notice thereof and provide a copy of any such law, regulation or policy together with a statement of how any such matter conflicts with the provisions of this Agreement; and

(ii) Modification Conferences. The parties shall, within thirty (30) days of the notice referenced to in the preceding subsection, meet and confer in good faith and attempt to modify this Agreement to bring it into compliance with any such federal or state law or regulation.

(iii) City Council Hearings. In the event the City believes that an amendment to this Agreement is necessary due to the effect of any federal or state law or regulation, the proposed amendment shall be scheduled for hearing before the City Council. The City Council shall determine the exact nature of the amendment necessitated by such federal or state law or regulation. Owner shall have the right to offer oral and written testimony at the hearing. Any modification ordered by the City Council pursuant to such hearing is subject to judicial review in accordance with California law.

(iv) City Cooperation. The City shall cooperate with Owner in securing any City permits, licenses or other authorizations that may be required as a result of any amendment resulting from actions initiated by the City. As required by this Agreement, Owner shall be responsible to pay all applicable fees in connection with securing of such permits, licenses or other authorizations.

a. Effective Date. "Effective Date" means the date on which all of the following are true: (i) thirty (30) days have elapsed since the second reading of the Ordinance adopting and approving this Development Agreement and (ii) all Exhibits to this Agreement are finalized, executed and notarized by all affected parties (if applicable) and attached hereto; provided, however, that if these conditions have not been fully satisfied by the Owner the Effective Date may not thereafter occur and this Agreement may not thereafter become effective.

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

CITY OF PORTERVILLE

[NAME OF OPERATOR] OWNER

Mayor

Name: XXXX
Title: XXXX

OTHER PARTY

Name: XXXX
Title: XXXX

APPROVED AS TO FORM:

City Attorney
City of Porterville

EXHIBITS

Attachment 5

Ordinances 1853, 1854 and 1855

ORDINANCE NO. 1853

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE AMENDING CHAPTER 15, ARTICLE VII OF THE PORTERVILLE MUNICIPAL CODE “MEDICAL MARIJUANA DISPENSARIES,” RENAMING THE ARTICLE “CANNABIS DISPENSARIES,” ALLOWING CANNABIS DISPENSARY BUSINESSES AND ESTABLISHING PERMITTING PROCEDURES AND REGULATIONS

WHEREAS, California legislation provides that the City of Porterville has the power to regulate commercial cannabis activities, including the regulations of cannabis dispensaries; and

WHEREAS, the City Council of the City of Porterville finds that it is in the best interest of the community to allow the establishment a limited number of cannabis dispensaries, subject to the regulations set forth below and the location requirements proscribed in Chapter 21 of the Municipal Code (Porterville Development Code);

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PORTERVILLE HEREBY ORDAINS as follows:

SECTION 1. Purpose. The purpose of this ordinance is to permit and regulate legal cannabis businesses in the City of Porterville.

SECTION 2. Article VII of Chapter 15 is hereby renamed “Cannabis Dispensaries,” and Sections 15-85 through 15-105 of Article VII are added as follows:

CHAPTER 15

ARTICLE VII – CANNABIS DISPENSARIES

15-85: Definitions. The following definitions are applicable to the terms when used in Porterville Municipal Code Chapters 15, 18, or 21, concerning regulations pertaining to cannabis uses, activities and operations.

“Applicant” means a person who is required to file an application for a permit under this section.

“Business Owner” means the owner(s) of the Cannabis Business. For publicly traded companies, owner means the chief executive officer or any person or entity with an aggregate ownership interest of 5% or more. For all other businesses, other than publicly traded companies, an owner is an individual that has an aggregate ownership of interest other than a lien or encumbrance, of 20% or more in the commercial cannabis business.

“Cannabis” means all parts of the plant *Cannabis sativa* Linnaeus, *Cannabis indica*, or *Cannabis ruderalis*, or any other strain or varietal of the genus *Cannabis* that may exist or hereafter be discovered or developed that has psychoactive or medicinal properties; whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant;

and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. "Cannabis" also means the separated resin, whether crude or purified, obtained from cannabis. "Cannabis" does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. For the purposes of this Code, "cannabis" does not mean "industrial hemp" as defined by Section 11018.5 of the Health and Safety Code.

"Cannabis accessories" means any equipment, products, or materials of any kind which is intended for use, or designed for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, smoking, vaporizing, or containing cannabis, or for ingesting, inhaling, or otherwise introducing cannabis or cannabis products into the human body. "Cannabis accessories" also has the same meaning as in Section 11018.2 of the Health and Safety Code.

"Cannabis business" or "cannabis industry" means any business activity in the City relating to cannabis, including but not limited to cultivation (including nurseries), transportation, distribution, manufacture, compounding, conversion, processing, preparation, testing, storage, packaging, delivery and sales (wholesale and/or retail sales) of cannabis or cannabis products, whether or not carried on for gain or profit. A cannabis business does not include any business whose only relationship to cannabis or cannabis products is the production or sale of cannabis accessories.

"Cannabis Dispensary" or "Dispensary" means a facility where cannabis or cannabis products, are offered, either individually or in combination, for retail sale, including an establishment that engages in delivery of cannabis or cannabis products as part of a retail sale. In addition, and without limiting the foregoing, "dispensary" includes "dispensary" as defined in California Business and Professions Code Division 10 and any successor statute(s), as may be adopted or amended from time to time. For the purposes of obtaining a City permit and operating within the City, "Cannabis Dispensary" or "Dispensary" is limited to Storefront Cannabis Retailers.

"Cannabis product" means any product containing cannabis, including, but not limited to, flowers, buds, oils, tinctures, concentrates, extractions, edibles and those products described in Section 11018.1 of the Health and Safety Code.

"City" means the City of Porterville, either the entity or its territorial limits, as the context requires.

"City Council" or "Council" means the City Council of the City of Porterville.

"Collector" means the City's Financial Director or his or her designee.

"Commercial Cannabis Business," "Commercial Cannabis Activity," or "Cannabis Business" or "Cannabis Operation" means any commercial marijuana activity allowed under State Law and the implementing regulations, as State Law and the implementing regulations may be amended from time to time, and all uses permitted under any subsequently enacted State law

pertaining to the same or similar uses for recreational cannabis, including the cultivation, possession, manufacture, distribution, processing, storing, laboratory testing, packaging, labeling, transportation, delivery or sale of cannabis and cannabis product for medical, non-medical, or any other purpose and includes the activities of any business licensed by the State or other government entity under Division 10 of the California Business and Professions Code, or any provision of State law regulating the licensing of cannabis businesses. It also includes cannabis dispensaries, cooperatives or collectives.

"Commercial Cannabis Regulatory Permit" or "Regulatory Permit" means the permit required under this section to have a Cannabis Business.

"Concentrated cannabis" means manufactured cannabis that has undergone a process to concentrate one or more active cannabinoids, thereby increasing the product's potency. Resin from granular trichomes from a cannabis plant is a concentrate.

"Delivery" means the commercial transfer of cannabis or cannabis products to a customer. "Delivery" also includes the use by a retailer of any technology platform owned and controlled by the retailer, or independently licensed under this division that enables customers to arrange for or facilitate the commercial transfer by a licensed retailer of marijuana or marijuana products.

"Delivery employee" means an individual employed by a licensed dispensary who delivers cannabis goods from the licensed dispensary premises to a physical address.

"Development Agreement" means an agreement entered into between the City and the Business Owner and any other Responsible Parties as required by the City, in accordance with Chapter 21, Series 600, Article 609 of the Porterville Municipal Code.

"Distributor" means a person engaged in procuring cannabis from a cultivator, and/or procuring cannabis products from a manufacturer, for sale to a licensed commercial cannabis business. In addition, and without limiting the foregoing, "distributor" includes "distributor" as defined in California Business and Professions Code Division 10 and any successor statute, as may be adopted or amended from time to time.

"Distribution" means the procurement, sale, and transport of cannabis or cannabis products between licensees.

"Employee" means each and every person engaged in the operation or conduct of any cannabis business, whether as owner, member of the owner's family, partner, associate, agent, manager or solicitor, and each and every other person employed or working in such cannabis business for a wage, salary, commission, barter or any other form of compensation.

"Gross Receipts," means the amount a Cannabis Operation received from all sources during its accounting period, without subtracting any costs or expenses.

"Manufacture" means to compound, blend, extract, infuse or otherwise make or prepare a cannabis product.

"MAUCRSA" means the Medicinal and Adult-Use Cannabis Regulation and Safety Act as codified in Division 10 of the California Business and Professions Code, as the same may be amended from time to time.

“Medical Cannabis Dispensary” means a storefront cannabis dispensary with a valid M-Type 10 retailer license in accordance with MAUCRSA.

"Operator" means the Business Owner and any other person designated by the Business Owner as responsible for the day to day Cannabis business operation.

“Premises” means the designated structure or structures and land specified in the application that is owned, leased, or otherwise held under the control of the applicant or licensee where the commercial cannabis activity will be or is conducted. The premises shall be a contiguous area and shall only be occupied by one licensee.

“Processing” means any method used to prepare cannabis or its byproducts for personal use or commercial retail and/or wholesale, including but not limited to: drying, cleaning, curing, packaging, and extraction of active ingredients to create cannabis related products and concentrates.

"Responsible Party" shall mean the Business Owner, Operator, manager(s), and any employee having significant control over the cannabis businesses operations.

"State" means the State of California.

“State Law” means all regulations and laws pertaining to Cannabis Business in the State of California.

"State license," means a State license issued pursuant to California Business & Professions Code Sections 26000, et seq. or other applicable State law.

“Transport” or “Transportation” means the transfer of cannabis or cannabis products from the permitted business location of one licensee to the permitted business location of another licensee, for the purposes of conducting commercial cannabis activity authorized pursuant to this chapter.

15-86: Cannabis Dispensaries Permitted Uses and Zoning.

Business Owners meeting the requirements of this Article shall be allowed to conduct Storefront Cannabis Dispensary Operations in the zone districts and locations as specified in Chapter 21 of this Code, upon obtaining a Regulatory Permit from the City, obtaining a business license from the City, obtaining the applicable license from the State of California, and entering a Development Agreement with the City as specified further in this Article. Non-storefront cannabis retailers are not permitted within the City.

15-87: Cannabis Dispensaries Requirements and Restrictions.

A. Maximum Number of Permits. The number of regulatory permits for dispensaries is limited to no more than one permit plus an additional permit per every 25,000 residents. Said permits may be issued for medical (Type M) or adult use (Type A) businesses as allowed by the State. However, the City Council is authorized to reserve one of the allowed permits for exclusively a medical cannabis dispensary.

B. Regulatory Permit/Fees.

1. Regulatory Permit. No person or entity shall operate a Cannabis Dispensary within the City of Porterville without first obtaining a Cannabis Regulatory Permit from the City. The Regulatory Permit shall be site specific and shall specifically identify the commercial cannabis activity that will be allowed at that site. No commercial cannabis activity will be allowed unless specifically identified in the Regulatory Permit.
 2. Request for Proposals Processes. The City may conduct initial request for proposals processes for regulatory permit applications (commercial and/or medical), once it determines when dispensary regulatory permits shall become available, and thereafter as such permits become available. Nothing in this Chapter or Code shall be construed to create an obligation for the City to conduct a request for proposals process for, or to create an obligation to grant a permit to, any cannabis dispensary.
 3. Medical Cannabis Dispensaries.
 - a. If, after one full year from the City's first issuance of a Request for Proposals solely for a Medical Cannabis Dispensary, no responses are received within the prescribed time period for such responses, the City Council may opt to allow the permit reserved for a medical dispensary to be utilized for an adult-use dispensary, as otherwise permitted by this Chapter.
 - b. Any Medical Cannabis Dispensary established pursuant to this Chapter must be in operation for a full year before it will be eligible to apply for any transition to an adult-use dispensary (Type A), and any medical cannabis dispensary applying for a transition shall be subject to all the requirements of this Chapter, including applying for a new regulatory permit and entering into a new development agreement.
 4. Permit Availability at the Discretion of the City Council. The City shall maintain complete discretion over whether any permit approvals are made, and when permits shall be issued, where the uses may be located (subject to Chapter 21), and the manner of permit approvals.
 5. Fees. All related fees and charges associated with conducting a request for proposals process, regulatory fee application process, and the granting, administering, and enforcing of the regulatory permits, and any other City costs related to the operations of a dispensary shall be established by Resolution(s) of the City Council, which may be amended from time to time.
- C. Development Agreement. No approval required by this Article shall be given for any permit for a dispensary unless the City Council prior to or concurrently with approves a Development Agreement, setting forth the terms and conditions under which the commercial cannabis activity will operate in addition to the requirements of this Article, all other local ordinances and regulations, state law and such other terms and conditions that will protect and promote the public health, safety and welfare. No use or operation under any permit for a dispensary

shall be allowed to begin until the development agreement is effective.

- D. State Law and Other State Laws. The cannabis dispensary shall at all times be in compliance with State Law and the implementing regulations, as they may be amended from time to time, as well as all required State license(s) under State Law, and any other applicable State law. The Operator shall obtain required licenses under State Law prior to opening for business, or if the State is not ready to issue licenses under State Law prior to the time of opening, within twelve (12) months of the State being ready to issue the required license(s). Provided, however, that the Operator shall at all times be in compliance with all other requirements of State Law and implementing regulations, and any other applicable State law, regardless of the timing of the issuance of a license under State Law. The Operator shall meet or exceed the health and safety requirements of State Law in any operations relating to recreational cannabis.
- E. Register of Employees. The Operator shall maintain a current register of the names of persons required to have Employee Permits. The register shall be available to the Police Chief at all times immediately upon request. All agents, officers, or other persons acting for or employed by a licensee shall display a laminated identification badge issued by the licensee. The identification badge shall, at a minimum, include the licensee's "doing business as" name and license number, the employee's first and last name, and a color photograph of the employee that shows the full front of the employee's face and that is at least 2 inches by 2 inches in size.
- F. Labeling. All cannabis products offered to customers at a retail location must provide testing and labeling at a minimum as required by State law and in compliance with any additional City regulations and as they may be amended.
- G. Signage. All signage shall be subject to approval by the City of Porterville and consistent with the City's Signage Ordinances, and any other policies or guidelines adopted by the City.
- H. Alcoholic Beverages. Alcohol for personal consumption shall not be provided, stored, kept, located, sold, dispensed, or used on the Premises.
- I. Transportation. Transportation shall only be conducted according to activity permitted by State law.
- J. Distribution. There shall be no distributions to the Premises of cannabis or cannabis containing products except from properly licensed and permitted cannabis businesses. City -licensed and permitted cannabis retailers shall not distribute cannabis as a licensed distributor within the City.
- K. Minors. It shall be unlawful for any Operator to employ any person who is not at least twenty-one (21) years of age, or any older age if set by the State.
- L. Hours of Operation. Cannabis Dispensaries shall be allowed to operate per the requirements of the underlying zone district and subject to the City's noise and nuisance ordinances but in no case shall exceed the minimum State standards. Additionally, Cannabis Dispensaries shall not be open before 10 a.m. on weekdays, 9 a.m. on weekends, or remain open after 10 p.m.

on weeknights, or 11 p.m. on weekends, Pacific Standard Time.

- M. Compliance with Building and Related Codes. The Premises in which the Cannabis Dispensary operations occur shall comply with all applicable local, State and federal laws, rules, and regulations including, but not limited to, building codes and the Americans with Disabilities Act, as certified by the Building Official of the City. The Operator shall obtain all required building permits and comply with all applicable City standards.
- N. Secure Building. All Cannabis Dispensary operations shall occur entirely inside of a building that shall be secure, locked, and fully enclosed, with a ceiling, roof or top. The building shall include a burglar alarm monitored by an alarm company or private security company. The building, including all walls, doors, and the roof, shall be of solid construction meeting the minimum building code requirements for commercial structures and include material strong enough to prevent entry except through an open door.
- O. Premises Security. The following security conditions shall apply:
1. Alarm System (both perimeter, fire and panic). A licensee shall maintain an alarm system as defined in Business and Professions Code section 7590.1(n). A licensee shall ensure a licensed alarm company operator or one or more of its registered alarm agents installs, maintains, monitors, and responds to the alarm system.
 2. Remote monitoring of alarm systems.
 3. Exterior lighting systems for after-hours security.
 4. Exterior and interior camera systems approved by the Police Chief. The camera systems shall meet the minimum requirements of State Law, include interior monitoring of all access points of the site from the interior, and be of a minimum 5 mega pixels in resolution. Cameras shall record continuously 24 hours per day and at a minimum of 20 frames per second. Areas monitored are defined by State law.
 5. All security systems at the site are attached to an uninterruptable power supply that provide continuous power.
 6. The Porterville Police Department or Department designee shall have access to all security systems.
 7. Subject to the provisions below regarding the use and handling of Confidential Information, IP access for remote monitoring of security cameras by the Porterville Police Department or Department designee.
 8. Subject to the provisions below regarding the use and handling of Confidential Information, any and all video or audio tape recordings made for security or other purposes shall be marked with the date and time made and shall be kept, in an unaltered state, for a period of thirty (30) days and must be made available to the Porterville Police Department or

Department designee for duplication upon demand. In addition, upon request by the Porterville Police Department the Responsible Party shall duplicate the records for the Porterville Police Department or Department designee.

9. Hardened bullet resistant windows for exterior windows as part of any new or existing construction.
10. Accounting software systems need to be in place to provide audit trails of both product and cash, where applicable.
11. Electronic track and trace systems for cannabis products shall be utilized as approved by the City and as required by State law.
12. Premises may be inspected and records of the Business Owner audited by the City for compliance on a quarterly basis or at any reasonable time at the City's discretion.
13. State of the art network security protocols and equipment need to be in place to protect computer information.
14. The foregoing requirements shall be approved by the Police Chief prior to commencing operations. The Police Chief may supplement these security requirements once operations begin, subject to review by the City Council if requested by the Business Owner.
15. The City, Police Chief, Police Department employees, and any other law enforcement official acting under the direction of the Police Chief who access the Premises and video and/or audio feeds or recordings of the Premises ("Recipients") may receive or be provided with confidential information relating to the Cannabis dispensary, which may include the following: data, records, plans, and matters relating to customers, vendors, tenants, agreements, and business records (collectively "Confidential Information"). To the extent Confidential Information is acquired without a warrant for access to the Premises and video and/or audio feeds or recordings as authorized under this section, the Recipients shall, to the maximum extent possible, keep such Confidential Information confidential and not disclose the Confidential Information to any third parties. Provided, however, that the Recipients may disclose Confidential Information to the State or Federal courts in California in connection with any criminal law enforcement action against the Business Owner or Operator, (including its employees, contractors and agents conducting business within the Premises) arising from or related to the Cannabis dispensary, but only to the extent it is necessary and relevant to such criminal prosecution, and the Recipients shall file any such documents under seal to the extent they contain any Confidential Information. Notwithstanding the foregoing, the City may disclose Confidential Information:
 - a. As may be required by the California Public Records Act or pursuant to a civil subpoena, provided however, the City shall notify the Operator and provide the Operator with a reasonable opportunity to obtain a protective order before disclosing the Confidential Information.

- b. In connection with any City enforcement proceeding relating to compliance with City's Municipal Code and this section, but only to the extent the Confidential Information is relevant to the proceeding.

P. Delivery.

1. All deliveries of cannabis goods must be performed by a delivery employee of a licensed dispensary.
2. Each delivery employee of a licensed dispensary shall be at least 21 years of age.
3. A licensed dispensary shall not use the services of an independent contractor or courier service to deliver cannabis goods.
4. All deliveries of cannabis goods shall be made in person. A delivery of cannabis goods shall not be made through the use of an unmanned vehicle.
5. A delivery employee begins the process of delivering when the delivery employee leaves the dispensary premises with the cannabis goods for delivery. The process of delivering ends when the delivery employee returns to the licensed dispensary premises after delivering the cannabis goods to the cannabis patients or primary caregivers.
6. A delivery employee of a licensed dispensary shall, during deliveries, carry a copy of the dispensary's current license, the employee's government-issued identification, and an employer provided badge containing a picture and the name of the delivery employee.
7. A licensed dispensary shall maintain an accurate list of the dispensary's delivery employees.

Q. Deliveries of Supplies and Transportation of Product. The following rules apply to the deliveries and transportation:

1. Deliveries to the Premises of supplies shall only occur as provided for in the diagram and floor plan on file with the City as part of the application process. Delivery vehicles shall not have any markings indicating that deliveries are being made to a Cannabis Dispensary.
2. The transportation of cannabis samples and product to and from the Premises shall be in unmarked vehicles with no indication that the vehicles are transporting cannabis samples and products. The Responsible Party shall stagger transportation times, vary routes from the facility, and take other security measures as requested by the Police Chief.

R. Premises Maintenance. The Business Owner, Operator, and all Responsible Parties shall continually maintain the Premises and its infrastructure so that it is visually attractive and not dangerous to the health, safety and general welfare of employees, patrons, surrounding properties, and the general public, and in accordance with the conditions and site plan approved with the Development Agreement. The Premises of the Cannabis Dispensary shall not be maintained in a manner that causes a public or private nuisance.

S. In addition to any regulations, policies, or procedures authorized to be adopted by the City in accordance with this Article or this Code, the City Manager, or his or her designee, is authorized to establish any addition rules, regulations, policies and standards governing the: application review and approval process, the issuance, denial or renewal of cannabis dispensary regulatory permits, the ongoing operation of commercial cannabis dispensary businesses and the City's oversight of same; and/or concerning any other subject determined to be necessary to carry out the intent and purposes of this Article. Additional rules, regulations, policies and standards shall be published to the City's website and maintained and available to the public if the Office of the City Clerk.

T. Indemnification and Limitations on City's Liability.

1. To the fullest extent permitted by local, state, and/or federal law, the City shall not assume any liability whatsoever with respect to having issued a regulatory permit or executed a development agreement pursuant to this Article, or otherwise approving the operation of any commercial cannabis business.

2. As a condition to the approval of any regulatory permit and approval of a development agreement, the applicant shall be required to execute an agreement, in a form approved by the City Attorney, agreeing to indemnify, defend at the applicant's sole cost and expense, and hold harmless the City, and its officers, officials, employees, representatives, and agents from any against all claims, losses, damages, injuries, liabilities or losses which arise out of, or which are in any way related to the City's drafting, adoption and passage of regulations, related resolutions, policies, rules and guidelines, allowing cannabis dispensaries or in the future making any regulatory amendments; the City's issuance of the regulatory permit; the City's approval and execution of a development agreement; the City's decision to approve the operation of the dispensary; the process used by the City in making the decision to issue, approve or deny a permit or a development agreement; and/or the alleged violation of any federal, state or local laws by the dispensary or any of its officers, employees or agents.

3. The dispensary shall maintain insurance at coverage limits and with conditions thereon determined necessary and appropriate from time to time by the City.

4. The dispensary shall reimburse the City for all costs and expenses, including but not limited to attorney fees and court costs, which the City may be required to pay as a result of any legal challenge related to the City's approval of the applicant's regulatory permit, or related to the City's approval of the applicant's commercial cannabis activity, or the City's approval of a development agreement. The City may, at its sole discretion, participate at its own expense in the defense of such action, but such participation shall not relieve any of the obligations imposed hereunder.

5. The terms and provisions as enumerated in this section related to indemnification and limitation on the City's liability shall be an explicit term of a regulatory permit and a development agreement that an applicant and permittee shall agree to in order for same to be valid.

15-88: Regulatory Permit Required.

- A. At the time authorized by the City, applications for Regulatory Permits shall be filed by the proposed Business Owner(s) with the City and include the information set forth herein. The City may request such additional information as they deem necessary to determine who the applicant is, and may adopt additional requirements as authorized in Section 15-87.B.

The applicant shall certify under penalty of perjury that all the information contained in the application is true and correct. The application shall contain the following items for the Business Owner, Operator and all Responsible Parties known at the time (if different than the Business Owner), and any other party designated below, to the extent the same shall apply:

1. The full name, present address, and telephone number, including such information to the Premises Owner.
2. Date of birth.
3. Tax identification number.
4. The address to which notices relating to the application is to be mailed.
5. Previous addresses for the five (5) years immediately preceding the present.
6. The height, weight, color of eyes and hair.
7. Photographs for identification purposes (photographs shall be taken by the Police Department).
8. All business, occupation, or employment for the five (5) years immediately preceding the date of submittal of the application form.
9. The Cannabis Operation business history, including whether the Business Owner and Responsible Parties while previously operating in this or another city, county or state has had a cannabis related license revoked or suspended, the reason therefore, and the business or activity or occupation subsequent to such action of suspension or revocation.
10. Complete property ownership and lease details, where applicable. If the Business Owner is not the Premises Owner, the application form must be accompanied with a notarized acknowledgment from the Premises Owner that Cannabis sales will occur on its property.
11. A descriptive business plan for the Cannabis Operation, including a detailed list of all Cannabis Business activities proposed to occur on the Premises.
12. A diagram and floor plan of the entire Premises, denoting all the use of areas proposed for Cannabis production, including, but not necessarily limited to, cultivation,

processing, manufacturing, testing, transportation, deliveries, and storage. For Cannabis Dispensaries, the floor plan should show the layout and design of the building. The diagram and floor plan need not be professionally prepared, but must be drawn to a designated scale or drawn with marked dimensions of the interior of the Premises to an accuracy of plus or minus six (6) inches.

13. The name or names of the Operator. The Operator shall designate one or more Responsible Parties, one of which shall at all times be available as a point of contact for the City, 24 hours per day. The contact information and schedule of the Operator and Responsible Parties shall be provided to the Police Chief and updated within twenty-four(24) hours of any changes.

14. The proposed security arrangements for insuring the safety of persons and to protect the Premises from theft.

15. An accurate straight-line drawing prepared within thirty (30) days prior to the application depicting the building and the portion thereof to be occupied by the Cannabis Operation and the property line of any school or any other sensitive use as set forth in the Operational Requirements.

16. Authorization for the City, its agents and employees to seek verification of the information submitted.

B. Other Permits or Licenses. The fact that an applicant possesses other types of State or City permits or licenses does not exempt the applicant from the requirement of obtaining a Regulatory Permit.

15-89: Employee Permit Required.

A. Every employee or independent contractor working at a Cannabis Operation or involved in transportation/delivery related services for a Cannabis Business shall obtain an Employee Permit. It shall be the duty of the Operator to ensure that Employee Permits are obtained from the Police Department prior to the employee or independent contractor commencing work. Persons who are listed as a Business Owner on a Regulatory Permit shall not be required to obtain an Employee Permit if such person also serves as an employee or contractor. All Responsible Parties, except the Business Owner, shall be required to obtain an Employee Permit.

B. Each employee and independent contractor shall be required to provide the following information under penalty of perjury, so that the Police Department can perform a background check:

1. Name, current resident address, and telephone number.

2. Date of birth.

3. Tax identification number.
4. Height, weight, color of eyes, and hair.
5. Photographs for identification purposes (photographs shall be taken by the Police Department).
6. Be fingerprinted by the Police Department.
7. Such other identification and information as deemed necessary by the Police Chief and pertinent to the Employee Permit.
8. Authorization for the City, its agents and employees to seek verification of the information contained within the application.
9. The name of the Business Owner holding the Regulatory Permit and the Operator for which such person is proposed to work.

15-90: Application Fees.

Every new application for a Regulatory Permit, Employee Permit, or renewal shall be accompanied by a nonrefundable fee, as established by resolution of City Council. This fee shall be in addition to any other business license, tax, or permit fee imposed by this Code or other governmental agencies. The fee shall include an amount to cover the costs of fingerprinting, photographing, background checks as well as general ongoing monitoring for compliance and processing of the application.

15-91: Investigation.

- A. Upon the filing of a properly completed application and the payment of the fee, the Police Chief is authorized to conduct an investigation of the application, including a background check of the applicant and all employees and independent contractors. All applicants for a Regulatory Permit and Employee Permit shall be required to submit to a fingerprint-based criminal history records check conducted by the Porterville Police Department.
- B. For Employee Permits, after the background checks and investigation are complete, and in no case later than thirty (30) days after receipt of a properly completed application, the Police Chief shall either approve or deny an Employee Permit. At the discretion of the Police Chief, Employee Permits may be conditionally approved pending the background investigation.

15-92: Term of Permits and Renewals. Regulatory Permits issued under this Chapter shall expire on December 31st each year. Applications for renewal shall be made at least forty-five (45) days prior to the expiration date of the permit and shall be accompanied by the nonrefundable fee referenced in this section. When made less than forty-five (45) days before the expiration date, the expiration of the permit will not be stayed. Applications for renewal shall be acted on similar to applications for permits except that the Police Chief shall renew annual permits for additional one

year periods if the circumstances and information provided with the initial application have not materially changed. Regulatory fees may be pro-rated based on the term of the Regulatory Permit.

15-93: Grounds for Denial of Regulatory Permit.

Nothing in this Section shall be construed to require the City to grant a regulatory permit. Notwithstanding this, applications for a Regulatory Permit are required to be denied for one or more of the following:

- A. The business or conduct of the business at a particular location is prohibited by any local or State law, statute, rule or regulation.
- B. The Business Owner or Operator has been issued a local or State permit related to Cannabis operations at any other location in California, or another state, and that permit was suspended or revoked, or the Business Owner or Operator has had disciplinary action relating to the permit.
- C. The Business Owner or Operator has knowingly made a false statement of material fact or has knowingly omitted to state a material fact in the application.
- D. Consistent with State Law or other applicable State law, the Business Owner or Operator, or any Responsible Person, has been:
 - 1. Convicted of a serious or violent offense as listed under California Penal Code sections 667.5 and 1192.7(c); or
 - 2. Convicted of any of the offenses listed in Business and Professions Code section 19323; or
 - 3. Convicted of a misdemeanor involving moral turpitude as defined under State law (generally crimes relating to theft and dishonesty) within the five (5) years preceding the date of the application; or
 - 4. Convicted of a felony involving the illegal use, possession, transportation, distribution or similar activities related to controlled substances, as defined in the Federal Controlled Substances Act, unless the individual has received a Certificate of Rehabilitation as defined in the Act; or
 - 5. Has engaged in misconduct related to the qualifications, functions or duties of a permittee, such as lying on an application, falsifying legal documents, or anything that would otherwise ban the permittee from obtaining a State license under State Law; or
 - 6. Consistent with State Law or other applicable State law, the Business Owner or Operator has engaged in unlawful, fraudulent, unfair, or deceptive business acts or practices; or
 - 7. The Business Owner or Operator is under twenty-one (21) years of age, or any older other

age set by the State; or

8. The Cannabis Operation does not comply with the zoning ordinance standards of the City, the development standards set forth in this Municipal Code, or the terms of the Development Agreement; or
9. The required annual business license fee, annual regulatory fee or fees specified in this Code or the Development Agreement have not been paid.

15-94: Grounds for Denial of Employee Permit.

The grounds for denial of an Employee Permit shall be one or more of the following:

- A. The applicant has been issued a local or State permit related to Cannabis production at any other location in California, or another state, and that permit was suspended or revoked, or the applicant has had disciplinary action relating to the permit.
- B. Consistent with State Law or other applicable State law, the applicant has been:
 1. Convicted of a serious or violent offense as listed under California Penal Code sections 667.5 and 1192.7(c); or
 2. Convicted of any of the offenses listed in Business and Professions Code section 19323; or.
 3. Convicted of a misdemeanor involving moral turpitude as defined under State law (generally crimes relating to theft and dishonesty) within the five (5) years preceding the date of the application; or
 4. Convicted of a felony involving the illegal use, possession, transportation, distribution or similar activities related to controlled substances, as defined in the Federal Controlled Substances Act, unless the individual has received a Certificate of Rehabilitation as defined in State Law; or has engaged in misconduct related to the qualifications, functions or duties of a permittee; or
 5. Consistent with State Law or other applicable State law, the applicant has engaged in unlawful, fraudulent, unfair, or deceptive business acts or practices; or
 6. The applicant has committed any act, which, if done by a permittee, would be grounds for suspension or revocation of a permit; or
 7. An applicant is under eighteen (21) years of age, or any older age set by the State.

15-95: Notice of Decision and Final Action.

A. Regulatory Permit. Action on a properly authorized and submitted application for a Regulatory Permit shall be as follows:

1. The Police Chief shall cause a written notice of his or her recommendation on the issuance or denial of a Regulatory Permit, and the date and time when the City Council will consider action on the Regulatory Permit, to be personally delivered or mailed to the applicant by certified U.S. mail, postage prepaid.
2. Following a public hearing before the City Council, the Council may grant the Regulatory Permit subject to the other requirements of this Article and subject to such conditions as it deems reasonable under the circumstances to protect the public health, safety, and welfare of the community, or it may deny the issuance of the Regulatory Permit for any of the grounds specified in this section. The decision of the Council shall be final, subject to judicial review below.

B. Employee Permit. Action on the Employee Permit shall be as follows: The Police Chief shall cause a written notice of his or her determination on the issuance or denial of an Employee Permit to be personally delivered or mailed to the applicant by certified U.S. mail, postage prepaid. The Police Chiefs decision on an Employee permit shall be final, subject to judicial review.

15-96: Suspension and Revocation of Regulatory Permit or Employee Permit.

A. Regulatory Permit. The City Council may suspend or revoke the Regulatory Permit of a Commercial Cannabis Operation when any of the following occur:

1. The Cannabis Operation is conducted in violation of any provision of this section, the terms of the Development Agreement, State Law, or any other applicable State law.
2. The Cannabis Operation is conducted in such a manner as to create a public or private nuisance.
3. A failure to pay the Regulatory Fee required by this Article or other required fees pursuant to this Code or the Development Agreement.
4. A failure to take reasonable measures to control patron conduct, where applicable, resulting in disturbances, vandalism, or crowd control problems occurring inside of or outside the Premises, traffic control problems, or obstruction of the operation of another business.
5. A failure to comply with the terms and conditions of the Regulatory Permit issued in connection therewith or the terms of the Development Agreement.
6. Any act which would be considered grounds for denial of the Regulatory Permit in the first instance.

- B. Employee Permit. The Police Chief may suspend or revoke an Employee Permit when the permittee or the employee has committed any one or more of the following acts:
1. Any act which would be considered a ground for denial of the permit in the first instance.
 2. Violates any provision of this section, State Law, or any other applicable law relating to the Cannabis Operation.
 3. Violates or fails to comply with the terms and conditions of the Employee Permit.
- C. Procedures for Revoking Regulatory Permits. For Regulatory Permits, the procedures for revoking conditional use permits shall be utilized except that the matter shall be heard by the City Council in the first instance, and shall be subject to the same judicial process as applied to a Conditional Use Permit.
- D. Procedures/or Revoking Employee Permits. Prior to suspension or revocation of an Employee Permit, the Police Chief shall conduct a hearing. Written notice of the time and place of such hearing shall be served upon the permittee at least five (5) calendar days prior to the date set for such hearing. The notice shall contain a brief statement of the grounds to be relied upon for revoking or suspending the permit. Notice may be given either by personal delivery or by certified U.S. mail, postage prepaid. Any permittee aggrieved by the decision of the Police Chief in suspending or revoking an Employee Permit shall have no appeal rights and the Police Chiefs decision shall be final, subject to judicial review as set forth in this section.
- E. Immediate Suspension. The Police Chief may immediately suspend or revoke a Regulatory Permit and an Employee Permit without notice or a hearing, subject to the appeal rights set forth herein, under either of the following circumstances:
1. The Business Owner or Operator is convicted of a public offense in any court for the violation of any law which relates to the Cannabis Operation, or in the case of an Employee Permit, the employee is convicted of a public offense in any court for the violation of any law which relates to the permit.
 2. The Police Chief determines that immediate suspension is necessary to protect the public health, safety, and welfare of the community. The Police Chief shall articulate the grounds for the immediate suspension in writing and the suspension shall only be for as long as necessary to address the circumstances which led to the immediate suspension.

15-97: Effect of Denial or Revocation.

When the City Council shall have denied a Regulatory Permit or revoked a Regulatory Permit, or the Police Chief shall have denied or revoked an Employee Permit, no new application for a Regulatory Permit and no new application for an Employee Permit shall be accepted and no Regulatory Permit or Employee Permit shall be issued to such person or to any corporation in which

he or she shall have any beneficial interest for a period of one (1) year after denying or revoking the Regulatory Permit or Employee Permit.

15-98: Abandonment.

In addition to the suspension or revocation of a Regulatory Permit, a Regulatory Permit shall be deemed abandoned if the Cannabis operation ceases for a period of more than ninety (90) consecutive days. Before restarting operations, a new Regulatory Permit shall be secured. The 90 day period shall be tolled during periods of force majeure, which shall be defined as follows: war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; supernatural causes; acts of the "public enemy"; epidemics; quarantine restrictions; freight embargoes; lack of transportation; unusually severe weather; inability to secure necessary labor, materials or tools; delays of any contractor, subcontractor or supplier; or any other causes beyond the reasonable control of the permittee.

15-99: Other Licenses, Permits, Taxes or Charges.

Except as expressly provided in this Chapter, nothing contained in this Chapter shall be deemed to repeal, amend, be in lieu of, replace or in any way affect any requirements for any permit or license required by, under or by virtue of any provision of any other title or Chapter of this Code or any other ordinance or resolution of the City, nor be deemed to repeal, amend, be in lieu of, replace or in any way affect any tax, fee or other charge imposed, assessed or required by, under or by virtue of any other title or Chapter of this Code or any other ordinance or resolution of the City. Any references made or contained in any other title or Chapter of this Code to any permits, licenses, taxes, fees, or charges, or to any schedule of license fees, shall be deemed to refer to the permits, licenses, taxes, fees or charges, or schedule of license fees, provided for in other titles or Chapters of the Porterville City Code unless otherwise expressly provided.

15-100: Violation Deemed Misdemeanor and other Remedies.

Any person who violates any provision of this Chapter or who other than by a sworn statement, knowingly or intentionally misrepresents to any officer or employee of the City any material fact herein required to be provided is guilty of a misdemeanor punishable as provided in Section 1-9 of this Code. A person who on a sworn statement states as true a material fact that he or she knows to be false is guilty of perjury. Additionally, the City may avail itself of any remedies or enforcement provisions provided for in the Code.

15-101: Actions to Collect.

The amount of any tax, fee, penalty and/or interest imposed pursuant to this Chapter shall be deemed a debt owed to the City. An action may be commenced in the name of the City in any court of competent jurisdiction, for the amount of any delinquent tax, fees, penalties and interest thereon.

15-102: Severability.

If any provision of this Chapter, or its application to any person or circumstance, is determined by

a court of competent jurisdiction to be unlawful, unenforceable or otherwise void, that determination shall have no effect on any other provision of this Chapter or the application of this Chapter to any other person or circumstance and, to that end, the provisions hereof are severable.

15-103: Remedies Cumulative.

All remedies prescribed under this Chapter shall be cumulative and the use of one or more remedies by the City shall not bar the use of any other remedy for the purpose of enforcing the provisions hereof.

15-104: Amendment or Repeal.

This Article may be repealed or amended by ordinance of the Porterville City Council.

15-105: Penalties.

Any entity that fails to pay the taxes and/or fees required by this Code or the Development Agreement within fifteen (15) days after the due date shall pay in addition to those taxes and/or fees a penalty for nonpayment in the sum equal to twenty-five percent (25%) of the total amount due. Additional penalties will be assessed in the following manner: ten percent (10%) shall be added on the first day of each calendar month following the month of the imposition of the twenty-five percent (25%) penalty if the fee remains unpaid – up to a maximum of one hundred percent (100%) of the fee payable on the due date. Receipt of the fee payment by the City shall govern the determination of whether the fee is delinquent. Postmarks will not be accepted as adequate proof of a timely payment.

SECTION 3. CEQA REVIEW. The City Council hereby finds that this ordinance is not subject to review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15061(b)(3) [there is no possibility the activity in question may have a significant affirmative effect on the environment]. In addition to the foregoing general exemption, the City Council further finds that the ordinance is categorically exempt from review under CEQA under the Class 8 categorical exemption [regulatory activity to assure the protection of the environment]. The City Manager is hereby directed to ensure that a *Notice of Exemption* is filed pursuant to CEQA Guidelines section 15062 [14 C.C.R. § 15062].

SECTION 4. NO LIABILITY. The provisions of this ordinance shall not in any way be construed as imposing any duty of care, liability or responsibility for damage to person or property upon the City of Porterville, or any official, employee or agent thereof.

SECTION 5. PENDING ACTIONS. Nothing in this ordinance or in the codes hereby adopted shall be construed to affect any suit or proceeding pending or impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance or code repealed by this ordinance, nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

SECTION 6. SEVERABILITY. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, is for

any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this ordinance, or its application to any other person or circumstance. The City Council of the City of Porterville hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

SECTION 7. CONSTRUCTION. The City Council intends this ordinance to supplement, not to duplicate or contradict, applicable state and federal law and this ordinance shall be construed in light of that intent. To the extent the provisions of the Porterville Municipal Code as amended by this ordinance are substantially the same as provisions in the Porterville Municipal Code existing prior to the effectiveness of this ordinance, then those amended provisions shall be construed as continuations of the earlier provisions and not as new enactments.

SECTION 9. EFFECTIVE DATE. The foregoing ordinance shall take effect thirty (30) days from the date of the passage hereof. Prior to the expiration of fifteen (15) days from the enactment hereof a certified copy of this ordinance shall be posted in the office of the City Clerk pursuant to Government Code section 36933(c)(1) and a summary shall be published once in the Porterville Recorder, a newspaper printed and published in the City of Porterville, State of California, together with the names of the Council members voting for and against the same.

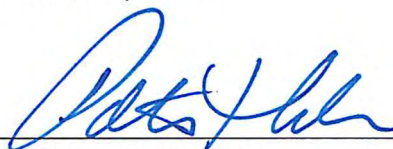
PASSED, APPROVED AND ADOPTED this 7th day of May, 2019.



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 qualified City Clerk of the City of Porterville do hereby certify:

THAT the foregoing ordinance is a true and correct copy of Ordinance No. 1853, passed and adopted by the Council of the City of Porterville at a regular meeting held on the 7th day of May, 2019, that said ordinance has been duly published pursuant to law, and that by the terms and provisions of the Charter of the City of Porterville, said ordinance to become effective on the 6th day of June, 2019, at which time said ordinance is deemed to be in full force and effect.

THAT said ordinance was introduced by Council and the same was duly passed and adopted by the following vote:

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

JOHN D. LOLLIS, City Clerk



By: Fernando Gabriel-Moraga, Acting Deputy City Clerk

ORDINANCE NO. 1854

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE AMENDING CHAPTER 21 (DEVELOPMENT CODE) OF THE PORTERVILLE MUNICIPAL CODE, CONCERNING CANNABIS LAND USES AND COMMERCIAL CANNABIS ACTIVITIES

WHEREAS, in 1996, the voters of the State of California approved Proposition 215 (codified as Health and Safety Code Section 11362.5 et seq. and entitled “The Compassionate Use Act of 1996” referred to herein as the “CUA”);

WHEREAS, in 2003, the California Legislature adopted SB 420, the Medical Marijuana Program (“MMP”), codified as Health and Safety Code Section 11362.7 et seq., which permits qualified patients and their primary caregivers to associate collectively or cooperatively to cultivate marijuana for medical purposes without being subject to criminal prosecution under the California Penal Code;

WHEREAS, under the Federal Controlled Substances Act, codified in 21 U.S.C. Section 801 et seq., the use, possession, and cultivation of marijuana are unlawful and subject to federal prosecution without regard to a claimed medical need;

WHEREAS, on October 9, 2015, Governor Jerry Brown approved a series of bills commonly referred to as the Medical Cannabis Regulation and Safety Act (“MCRSA”), effective January 1, 2016, which established a comprehensive State licensing and regulatory framework for the cultivation, manufacture, transportation, storage, distribution and sale of medical cannabis, and which recognized the authority of local jurisdictions to either impose additional restrictions or prohibit certain activities related to the cultivation, manufacture, transportation, storage, distribution and sale of medical cannabis;

WHEREAS, on November 8, 2016, California voters approved the Control, Regulate and Tax Adult Use of Marijuana Act (“AUMA”). The AUMA added Division 10 to the California Business and Professions Code, Sections 26000, et seq., which grants State agencies the authority to create, issue, renew, discipline, suspend, or revoke licenses for cannabis businesses. The AUMA provides that the State shall begin issuing licenses to cannabis businesses under Division 10 of the California Business and Professions Code by January 1, 2018. California Business and Professions section 26055(e) provides that a State licensing authority shall not approve an application for a State license for commercial non-medical cannabis activity if approval of the State license will violate the provisions of any local ordinance;

WHEREAS, on June 27, 2017, the Governor signed into law Senate Bill 94 which repealed the MCRSA, included certain provisions of the MCRSA in the licensing provisions of the AUMA, and created a single regulatory scheme for both medical and non-medical cannabis known as the Medicinal and Adult-Use Cannabis Regulation and Safety Act (“MAUCRSA”). The MAUCRSA retains the provisions in the MCRSA and AUMA that granted local jurisdictions control over whether commercial cannabis activity could occur in a particular jurisdiction. Specifically, California Business and Professions Code section 26200 provides that the MAUCRSA shall not be interpreted to supersede or limit the authority of a local jurisdiction to adopt and enforce local

Ordinance No. 1854

ordinances that completely prohibit the establishment or operation of one or more businesses under the State, within that local jurisdiction. Furthermore, the MAUCRSA provides that a State licensing authority shall not approve an application for a State license for a business to engage in commercial cannabis activity if approval of the State license will violate the provisions of any local ordinance or regulation. The MAUCRSA requires that a State licensing authority begin issuing licenses to marijuana businesses beginning January 1, 2018;

WHEREAS, on April 2, 2019, the City Council of the City of Porterville held a public hearing on the proposed Ordinance, at which time all persons interested in the proposed Ordinance had the opportunity and did address the City Council on these matters. Following receipt of public testimony the City Council closed the public hearing; and

WHEREAS, it is in the interest of the City, its residents, and its lawfully permitted businesses that the City adopts this ordinance to amend its cannabis regulations to permit the limited development and establishment of commercial cannabis dispensaries, and remove the restrictions on personal cultivation and related activities and prohibitions smoking and use in public places or on private business properties (provided that those restrictions and prohibitions are relocated to Chapter 18 of the Municipal Code by an Ordinance adopted by the City Council concurrently herewith);

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PORTERVILLE DOES HEREBY ORDAIN as follows:

SECTION 1. Table 202.02 is hereby amended as follows:

TABLE 202.02: LAND USE REGULATIONS – DOWNTOWN DISTRICTS										
<i>Use Classification</i>	<i>DR-N</i>	<i>DR-S</i>	<i>DR-D</i>	<i>D-MX</i>	<i>DRM-2</i>	<i>DRM-3</i>	<i>D-PO</i>	<i>D-GC</i>	<i>D-PS</i>	<i>Additional Regulations</i>
Residential Use Classifications										
Single Family Dwelling	See sub-classifications below									
<i>Attached</i>	P(1)	-	-	-	P	P	-	-	-	
Multi-family Residential	P(1)	P(2)	-	P	P	P	P(1)	-	-	
Family Day Care Home	See sub-classifications below									
<i>Small</i>	P	P	-	P	P	P	P	-	-	
<i>Large</i>	-	-	-	P	P	P	-	-	-	Section 301.07 Family Day Care Home, Large
Group Residential	-	-	-	P(3)	P	P	-	-	-	
Mixed Use Development				C						Section 203.04 Supplemental Regulations
Residential Care Facilities, Limited	P	P	-	P	P	P	P	-	-	
Single Room Occupancy Hotels	-	-	-	C(1)	-	-	-	-	-	Section 301.18 Single Room Occupancy Hotels
Public and Semi-Public Use Classifications										
Clubs and Lodges	C(4)	P	P	P	-	-	P(5)	P	-	Section 301.02 Alcoholic Beverage Sales
Colleges and Trade Schools, Public or Private	C(5)	C	C	C	-	-	C	C	P	
Community Center	-	-	-	C	-	-	-	-	P	
Cultural Institutions	C(5)	C	C	C	-	-	P	C	P	
Day Care Centers	C	C	C	C	C	C	P	-	C	

TABLE 202.02: LAND USE REGULATIONS – DOWNTOWN DISTRICTS										
<i>Use Classification</i>	<i>DR-N</i>	<i>DR-S</i>	<i>DR-D</i>	<i>D-MX</i>	<i>DRM-2</i>	<i>DRM-3</i>	<i>D-PO</i>	<i>D-GC</i>	<i>D-PS</i>	<i>Additional Regulations</i>
Elderly and Long Term Care	-	-	-	-	P	P	P	-	-	
Government Offices	P	P	P	-	-	-	P	-	P	
Instructional Services	P(5)	P	P	P	-	-	P	P	P	
Park and Recreation Facilities, Public	P	P	P	P	P	P	P	P	P	
Religious Facilities	-	-	-	C	C	C	-	-	-	
Residential Care Facilities, General	-	-	-	-	C	C	-	-	-	Section 301.15 Residential Care Facilities, General
Schools, Public or Private	P(4)	P	P	P	-	-	-	-	P	
Social Service Facilities	-	-	-	C	C	C	-	-	-	Section 301.19 Social Service Facilities
Commercial Use Classifications										
Animal Care, Sales, and Services	See sub-classifications below									
<i>Kennels</i>	-	-	C	-	-	-	-	C	-	
<i>Pet Stores</i>	M(6)	P(6)	P(6)	M(6)	-	-	-	P(6)	-	
<i>Veterinary Services, Small</i>	-	-	C	-	-	-	-	P	-	
Artists' Studios	P	P	P	P	-	-	-	P	-	
Automobile/Vehicle Sales and Services	See sub-classifications below									
<i>Automobile/Vehicle Rentals.</i>	-	-	-	-	-	-	-	P	-	

TABLE 202.02: LAND USE REGULATIONS – DOWNTOWN DISTRICTS										
<i>Use Classification</i>	<i>DR-N</i>	<i>DR-S</i>	<i>DR-D</i>	<i>D-MX</i>	<i>DRM-2</i>	<i>DRM-3</i>	<i>D-PO</i>	<i>D-GC</i>	<i>D-PS</i>	<i>Additional Regulations</i>
<i>Automobile/Vehicle Sales and Leasing.</i>	-	C	C(7)	-	-	-	-	P	-	
<i>Automobile/Vehicle Service and Repair, Major.</i>	-	-	C	-	-	-	-	C	-	Section 301.04 Automobile/Vehicle Service and Repair, Major and Minor
<i>Automobile/Vehicle Service and Repair, Minor.</i>	-	C(7)	C(7)	-	-	-	-	P	-	Section 301.04 Automobile/Vehicle Service and Repair, Major and Minor
<i>Automobile/Vehicle Service and Repair, Washing.</i>	-	-	-	-	-	-	-	C	-	Section 301.05 Auto Service Stations and Car Washing
<i>Service Station</i>	-	-	-	-	-	-	-	C	-	Section 301.05 Auto Service Stations and Car Washing
Banks and Financial Institutions	See sub-classifications below									
<i>Banks and Credit Unions</i>	P(8)	P(8)	P	P(8)	-	-	P(8)	P	-	
Building Materials and Services	-	-	-	-	-	-	-	P(9)	-	
Business Services	P(10)	P(10)	P(10)	P(10)	-	-	P	P	-	
Cannabis Dispensary	P	P	P	P	-	-	-	P	-	Municipal Code Chapter 15, Article VII
Commercial Entertainment and Recreation	See sub-classifications below									
<i>Cinema/Theaters</i>	C	C	C	C	-	-	-	C	-	Section 301.02 Alcoholic Beverage Sales

TABLE 202.02: LAND USE REGULATIONS – DOWNTOWN DISTRICTS										
<i>Use Classification</i>	<i>DR-N</i>	<i>DR-S</i>	<i>DR-D</i>	<i>D-MX</i>	<i>DRM-2</i>	<i>DRM-3</i>	<i>D-PO</i>	<i>D-GC</i>	<i>D-PS</i>	<i>Additional Regulations</i>
<i>Downtown Entertainment</i>	-	-	C	C	-	-	-	C	C	Section 301.02 Alcoholic Beverage Sales
<i>Small-scale</i>	C	C	C	C	-	-	-	C	-	Section 301.02 Alcoholic Beverage Sales
Eating, Drinking, and Smoking Establishments	See sub-classifications below									
<i>Bars/Night Clubs/Lounges</i>	C	C	C	C	-	-	-	C	-	Section 300.08 Outdoor Seating; Section 301.02 Alcoholic Beverage Sales
<i>Coffee Shops/Cafes</i>	P(8)	P(8)	P(8)	P(8)	-	-	P(8)	P(8)	P(8, 13)	Section 300.08 Outdoor Seating
<i>Restaurants</i>	P(8)	P(8)	P(8)	P(8)	-	-	P(8)	P(8)	P(8, 13)	Section 300.08 Outdoor Seating; Section 301.02 Alcoholic Beverage Sales
<i>Tobacco Bars</i>	C	C	C	C	-	-	-	C	-	
Food and Beverage Retail Sales, less than 5,000 square feet	P	P	P	P	-	-	P(11)	P	P(11)	Section 301.02 Alcoholic Beverage Sales
Food and Beverage Retail Sales, more than 5,000 to 50,000 square feet	P	P	P	P	-	-	-	-	-	Section 301.02 Alcoholic Beverage Sales
Hotels and Motels	C	C	C	C	-	-	-	C	-	
Bed and Breakfasts	-	-	-	P(3)	-	P(3)	P(3)	-	-	
Maintenance and Repair Services less than 1,500 square feet	-	-	-	-	-	-	-	P(12)	-	

TABLE 202.02: LAND USE REGULATIONS – DOWNTOWN DISTRICTS										
<i>Use Classification</i>	<i>DR-N</i>	<i>DR-S</i>	<i>DR-D</i>	<i>D-MX</i>	<i>DRM-2</i>	<i>DRM-3</i>	<i>D-PO</i>	<i>D-GC</i>	<i>D-PS</i>	<i>Additional Regulations</i>
Medical Facilities	See sub-classifications below									
<i>Medical Clinic</i>	-	P	P	P	-	-	P	P	P	
<i>Professional/Medical</i>	P(13)	P	P	P	-	-	P	P	P	
Mixed Use Development				C						Section 203.04 Supplemental Regulations
Nurseries and Garden Centers	-	C	C	C	-	-	-	P	-	
Offices	See sub-classifications below									
General Offices	P(13)	P	P	P	-	-	P	P	P	
Walk-In Clientele	P	P	P	P	-	-	P	P	P	
Parking, Public or Private	P	P	P	P	P	P	P	P	P	
Personal Services	P	P	P	P	-	-	P	P	-	
Retail Sales, less than 50,000 square feet	P	P	P	P	-	-	P(11)	P	-	
Retail Sales, more than 50,000 square feet	C	C	C	C	-	-	-	C	-	
Industrial Use Classifications										
Handicraft/Custom Manufacturing	-	-	-	-	-	-	-	P	-	
Industry, Limited	-	-	-	-	-	-	-	C	-	
Recycling Facilities	See sub-classifications below									
<i>Reverse Vending Machine</i>	-	P	P	P	-	-	-	P	P	Section 301.14 Recycling Facilities

TABLE 202.02: LAND USE REGULATIONS – DOWNTOWN DISTRICTS										
<i>Use Classification</i>	<i>DR-N</i>	<i>DR-S</i>	<i>DR-D</i>	<i>D-MX</i>	<i>DRM-2</i>	<i>DRM-3</i>	<i>D-PO</i>	<i>D-GC</i>	<i>D-PS</i>	<i>Additional Regulations</i>
<i>Recycling Collection Facility</i>	-	C	-	-	-	-	-	C	C	Section 301.14 Recycling Facilities
Transportation, Communication, and Utilities Use Classifications										
Communication Facilities	See sub-classifications below									
<i>Antenna and Transmission Towers, camouflage facilities</i>	P	P	P	P	-	-	P	P	P	Section 301.20 Telecommunication Facilities
<i>Antenna and Transmission Towers, non-camouflage facilities</i>	C(14)	C(14)	C(14)	C(14)	-	-	C(14)	C(14)	C(14)	Section 301.20 Telecommunication Facilities
<i>Broadcasting Facility</i>	-	M	M	M	-	-	-	M	-	Section 301.20 Telecommunication Facilities
<i>Call Center</i>	-	-	-	-	-	-	P(5)	P(5)	P	
<i>Recording Studio</i>	-	-	P(6)	P(6)	-	-	-	P(6)	-	
Transportation Passenger Terminals	P(15)	P(15)	P(15)	-	-	-	-	-	-	
Utilities, Minor	P	P	P	P	P	P	P	P	P	
Other Applicable Types										
Accessory Uses and Structures	P	P	P	P	P	P	P	P	P	Section 301.01 Accessory Uses and Structures
Home Occupations	P	P	P	P	P	P	-	-	-	Section 301.09 Home Occupations
Second Dwelling Unit	-	-	-	-	P	P	-	-	-	Section 301.16 Second Dwelling Unit

TABLE 202.02: LAND USE REGULATIONS – DOWNTOWN DISTRICTS

<i>Use Classification</i>	<i>DR-N</i>	<i>DR-S</i>	<i>DR-D</i>	<i>D-MX</i>	<i>DRM-2</i>	<i>DRM-3</i>	<i>D-PO</i>	<i>D-GC</i>	<i>D-PS</i>	<i>Additional Regulations</i>
Nonconforming Use	Chapter 307 Nonconforming Uses, Structures, and Lots									
Temporary Use	Section 301.21 Temporary Uses									

Specific Limitations:

1. Residential units allowed only on upper floors unless approved with a Conditional Use Permit. Common ancillary areas are allowed on the ground floor except on Main Street.
2. On Main Street, residential units are allowed only on upper floors unless approved with a Conditional Use Permit.
3. Limited to no more than two rooms in a dwelling rented to not more than a total of four persons and meals are not provided to more than four boarders.
4. Allowed only on upper floors and limited to 5,000 square feet in size.
5. Limited to 5,000 square feet in size.
6. Provided that such use shall be completely enclosed in a building of soundproof construction.
7. Limited to uses conducted wholly within a building enclosed on all sides including the display, storage, repair, and reconditioning of vehicles.
8. Drive-through facilities are prohibited.
9. Bulk storage of sand, gravel, or cement is not allowed.
10. Wholesale services are not allowed.
11. Permitted only as accessory to a primary use.
12. No outdoor operations or outdoor storage are allowed.
13. Limited to 25 percent of ground floor area unless additional floor area is approved with a Conditional Use Permit. No square footage limitation on upper floors.
14. Shall not be located within 300 feet of any R district.
15. Not allowed on Main Street. No repair or storage of vehicles is allowed.

SECTION 2. Table 204.02 is hereby amended as follows:

TABLE 204.02: LAND USE REGULATIONS—EMPLOYMENT DISTRICTS					
<i>Use Classification</i>	<i>PO</i>	<i>IP</i>	<i>IG</i>	<i>IA</i>	<i>Additional Regulations</i>
Public and Semi-Public Uses					
Colleges and Trade Schools, Public or Private	C	P	-	-	
Correctional Facility	-	P	P	-	
Cultural Institutions	P	-	-	-	
Day Care Centers	P	P(1)	-	-	
Elderly and Long-term Care	P	-	-	-	
Instructional Services	P	P	-	P	
Residential Care Facilities, General	C	-	-	-	Section 301.15 Residential Care Facilities, General
Schools, Public or Private	P	-	-	-	
Commercial Uses					
Aircraft Sales, Services, and Storage	-	-	-	P	
Animal Care, Sales and Services	See sub-classifications below				
<i>Kennels</i>	-	M	M	-	
<i>Veterinary Services</i>	-	P	P	-	
Automobile/Vehicle Sales and Services	See sub-classifications below				
<i>Automobile/Vehicle Repair, Major.</i>	-	P	P	-	Section 301.04 Automobile/Vehicle Service and Repair
<i>Automobile/Vehicle Service and Repair, Minor.</i>	-	P	P	-	Section 301.04 Automobile/Vehicle Service and Repair
<i>Automobile/Vehicle Washing.</i>	-	P	P	-	Section 301.05 Auto Service Stations and Car Washing
<i>Large Vehicle and Equipment Sales, Service, and Rental</i>	-	C	P	-	
<i>Service Station</i>	-	C	C	-	Section 301.05 Auto Service Stations and Car Washing

TABLE 204.02: LAND USE REGULATIONS—EMPLOYMENT DISTRICTS					
<i>Use Classification</i>	<i>PO</i>	<i>IP</i>	<i>IG</i>	<i>IA</i>	<i>Additional Regulations</i>
<i>Towing and Impound.</i>	-	C	P	-	Section 300.09 Outdoor Storage
Banks and Financial Institutions	See sub-classifications below				
<i>Banks and Credit Unions</i>	P	P(1)	P(1)	P(1)	
<i>Check Cashing Businesses</i>	P	-	-	-	
Building Materials and Services	-	P	P	-	
Business Services	P	P(1)	P(1)	-	
Cannabis Dispensary	-	-	-	P	Municipal Code Chapter 15, Article VII
Commercial Entertainment & Recreation	See sub-classifications below				
<i>Large-Scale</i>	-	C	C	C	Section 301.02 Alcoholic Beverage Sales
<i>Small Scale</i>	-	C	-	-	Section 301.02 Alcoholic Beverage Sales
Eating, Drinking, and Smoking Establishments	See sub-classifications below				
<i>Coffee Shops/Cafes</i>	P(2)	P(1)	P(1)	P	Section 300.08 Outdoor Seating
<i>Restaurants</i>	P(2)	P(1)	P(1)	P	Section 300.08 Outdoor Seating; Section 301.02 Alcoholic Beverage Sales
Food and Beverage Retail Sales	P(2)	P(1)	P(1)	-	Section 301.02 Alcoholic Beverage Sales
Funeral Parlors and Mortuaries	-	P	P	-	
Hotels and Motels	-	C	C	-	
Bed and Breakfasts	P(10)	-	-	-	
Light Fleet Based Services	-	P	P	-	
Maintenance and Repair Services	-	P	P	-	
Medical Facilities	See sub-classifications below				
<i>Hospital</i>	P	-	-	-	
<i>Medical Clinic</i>	P	-	-	-	
<i>Professional/Medical</i>	P	-	-	-	
Offices	See sub-classifications below				

TABLE 204.02: LAND USE REGULATIONS—EMPLOYMENT DISTRICTS

<i>Use Classification</i>	<i>PO</i>	<i>IP</i>	<i>IG</i>	<i>IA</i>	<i>Additional Regulations</i>
<i>General Offices</i>	P	P	P	P	
<i>Walk-In Clientele</i>	P	-	-	-	
Parking, Public or Private	P(3)	P	P	-	
Personal Services	P(2)	P(1)	-	-	
Retail Sales	P(2)	P(2)	P(2)	-	
Salvage and Wrecking	-	C	C	C	Section 300.09 Outdoor Storage
<i>Salvage and Wrecking conducted wholly within a building</i>	-	P	P	P	Section 300.09 Outdoor Storage
Sexually Oriented Business	-	P	P	-	Section 301.17 Sexually Oriented Businesses
Wholesaling and Distribution	-	P	P	P	
Industrial Uses					
Construction and Material Yards	-	P	P	-	Section 300.09 Outdoor Storage
Handicraft/Custom Manufacturing	-	P	P	P	
Industry, General	-	P	P	P	
<i>Alcohol Manufacture</i>	-	C(4)	C	-	
<i>Hazardous Waste Management Facilities</i>	-	C(6)	C	-	
<i>Manufacture, processing, or treatment of materials which may be obnoxious, offensive or hazardous to health and safety of persons and property</i>	-	-	C	-	
Industry, Limited	-	P	P	P	
Recycling Facilities	See sub-classifications below				
<i>Recycling Collection Facility</i>	-	-	P	-	Section 301.14 Recycling Facilities
<i>Recycling Processing Facility</i>	-	-	P	-	Section 301.14 Recycling Facilities
Warehousing and Storage	See sub-classifications below				
<i>Chemical, Mineral, and Explosives Storage</i>	-	C	C	C	

TABLE 204.02: LAND USE REGULATIONS—EMPLOYMENT DISTRICTS					
<i>Use Classification</i>	<i>PO</i>	<i>IP</i>	<i>IG</i>	<i>IA</i>	<i>Additional Regulations</i>
<i>Indoor Warehousing and Storage</i>	-	P	P	P	
<i>Personal Storage</i>	-	P	P	P	Section 301.13 Personal Storage
Transportation, Communication, and Utilities Uses					
Communication Facilities	See sub-classifications below				
<i>Antenna and Transmission Towers, camouflage facilities</i>	P	P	P	P	Section 301.20 Telecommunication Facilities
<i>Antenna and Transmission Towers, non-camouflage facilities</i>	M(7)	M(7)	M(7)	M(7)	Section 301.20 Telecommunication Facilities
<i>Broadcasting Facility</i>	-	P	P	P	Section 301.20 Telecommunication Facility
<i>Call Center</i>	P(2)	P	P	-	
Freight/Truck Terminals and Warehouses	-	P	P	P	
Heliports	-	C	C	C	
Transportation Passenger Terminals	-	P	P	P	
Utilities, Major	-	P	P	P	
<i>Renewable Energy Facility</i>		C	C	C	
<i>Solid Waste Collection, Treatment, and Disposal</i>	-	-	P	C	
Utilities, Minor	P	P	P	P	
Agriculture and Extractive Uses					
Crop Cultivation, Commercial	M	P	P	M	Section 301.06 Crop Cultivation
Crop Cultivation, Non-commercial	-	P	P	-	
Mining & Quarrying	-	-	C(6)	-	
Other Applicable Types					
Accessory Uses and Structures	P	P	P	P	Section 301.01 Accessory Uses and Structures
Additional Uses	-	-	-	P(9)	
Caretaker Unit	-	P(8)	P(8)	-	
Nonconforming Use	Chapter 307 Nonconforming Uses, Structures, and Lots				

TABLE 204.02: LAND USE REGULATIONS—EMPLOYMENT DISTRICTS

<i>Use Classification</i>	<i>PO</i>	<i>IP</i>	<i>IG</i>	<i>IA</i>	<i>Additional Regulations</i>
Temporary Use	Section 301.21 Temporary Uses				
Specific Limitations:					
1. Permitted only as an accessory use that supports industrial uses, business and office parks, and corporate offices. 2. Permitted only as an accessory to a primary office and limited to establishments with a gross floor area less than 5,000 square feet in size. 3. Limited to parking areas for exclusive use of occupants, employees and patrons of the uses, buildings, stores, and businesses located in that zone. 4. Alcohol manufacture must be located more than 500 feet from the nearest residential, or commercial zoning designation as shown on the Official Zoning Map. 5. On-site hazardous waste management facilities must be accessory and incidental to a primary use. 6. In areas designated as Mineral Resource Zones in the General Plan 7. Prohibited within 300 feet of any R district. 8. For agricultural employees, when located on farms or ranches containing more than 10 acres. 9. Additional uses may be allowed with City Council approval of a Conditional Use Permit. 10. Limited to no more than two rooms in a dwelling rented to not more than four persons. Meals may not be provided to more than four boarders.					

SECTION 3. Section 301.23 is hereby amended as follows:

301.23 Cannabis Cultivation, Use, and Commercial Activities

A. Purpose and Intent

1. The City Council, based on evidence presented to it in the proceedings leading to the adoption of this chapter, hereby finds that the cultivation, preparation, and distribution of cannabis in the city has caused and is causing ongoing impacts to the community. These impacts include increases in various types of crime due to outdoor grows, damage to buildings containing indoor grows, including improper and dangerous electrical alterations and use, inadequate ventilation leading to mold and mildew, increased frequency of home-invasion robberies and related crimes. Many of these impacts have fallen disproportionately on residential neighborhoods, but nonetheless also negatively impact properties in the commercial districts. These impacts have also created an increase in response costs, including code enforcement, building, land use, fire, and police staff time and expenses.
2. The City Council finds that the restrictions and/or prohibitions on non-commercial cultivation, commercial marijuana cultivation, marijuana processing, marijuana delivery, and marijuana dispensaries are necessary for the preservation and protection of the public health, safety, and welfare for the City and its community. The City

Council's prohibition of such activities is within the authority conferred upon the City Council in its Charter and state law.

3. The purpose of this article is to restrict non-commercial cultivation, and to expressly restrict and/or prohibit the establishment of commercial cannabis uses in the City.

B. Interpretation and Applicability

1. Nothing in this section is intended to, nor shall it be construed to, preclude a landlord from limiting or prohibiting cannabis cultivation, smoking or other related activities by tenants.
2. Nothing in this section is intended to, nor shall it be construed to, burden any defense to criminal prosecution otherwise afforded by California law.
3. Nothing in this section is intended to, nor shall it be construed to, exempt any cannabis related activity from any and all applicable local and state construction, electrical, plumbing, land use, or any other building or land use standards or permitting requirements.
4. Nothing in this section is intended to, nor shall it be construed to, make legal any cultivation, transportation, sale or other use of cannabis that is otherwise prohibited under California law.
5. All cultivation activities within city limits shall be subject to the provisions of this section and other applicable provisions of this Code, regardless of whether the cultivation activities existed or occurred prior to adoption of this section.

C. Definitions: For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

1. ***Accessory Structure.*** A residential accessory structure shall include any uses that are customarily related to a residence, including garages, greenhouses, storage sheds, studios, and workshops. Any accessory structure must be compliant with Section 301.01 and any other applicable provisions of the Municipal Code.
2. ***"Cannabis"*** (and/or ***"Marijuana"***) means any or all parts of the plant *Cannabis sativa* linnaeus, *Cannabis indica*, or *Cannabis ruderalis*, or any other strain or varietal of the genus of *Cannabis* that may exist or hereafter be discovered or developed that has psychoactive or medicinal properties, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin. "Cannabis" also means the separated resin, whether crude or purified, obtained from cannabis. "Cannabis" does not include the mature stalks of the plant, fiber produced from the stalks, oil, or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks

(except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. For the purposes of this Code, “cannabis” does not mean “industrial hemp” as defined by Section 11018.5 of the California Health and Safety Code.

3. **“Cannabis accessories”** is defined in Chapter 15, Article VII of this Code.
 4. **“Cannabis (or Marijuana) Collective”** or “cooperative or collective” includes any group that is collectively or cooperatively cultivating and distributing marijuana for medical purposes that is organized in the manner set forth in the August 2008 Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use, as may be amended from time to time, that was issued by the office of the Attorney General for the state of California, or for the purposes set forth in California Health and Safety Code Section 11362.5 (Compassionate Use Act) of California Health and Safety Code Sections 11362.7 to 11362.83 (Medical Marijuana Program Act).
 5. **“Cannabis Dispensary”** is defined in Chapter 15, Article VII of this Code.
 6. **“Cannabis product”** is defined in Chapter 15, Article VII of this Code.
 7. **“Commercial cannabis activity”** is defined in Chapter 15, Article VII of this Code.
 8. **“Concentrated cannabis”** is defined in Chapter 15, Article VII of this Code.
 9. **“Personal (Non-commercial) Cultivation”** means any activity involving the growing, planting, harvesting, drying, curing, grading, or trimming, and includes processing of cannabis when done for individual (noncommercial) purposes.
 10. **“Delivery”** is defined in Chapter 15, Article VII of this Code.
 11. **“Distribution”** is defined in Chapter 15, Article VII of this Code.
 12. **“Manufacture”** is defined in Chapter 15, Article VII of this Code.
 13. **“MAUCRSA”** means the Medicinal and Adult-Use Cannabis Regulation and Safety Act as codified in Division 10 of the California Business and Professions Code, as the same may be amended from time to time.
 14. **“Medical cannabis dispensary”** is defined in Chapter 15, Article VII of this Code.
 15. **“Processing”** is defined in Chapter 15, Article VII of this Code.
- D. Severability: If any part of Section 301.23 is held to be invalid or inapplicable to any situation by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this section.
- E. Personal (Non-commercial) Cultivation and Other Activities: Personal, non-commercial cultivation and other activities including drying, harvesting, processing, smoking, and use are restricted pursuant to this Section and/or Chapter 18, Article XI of this Code. Nothing shall in this Section shall prohibit a person twenty-one (21) years of age or older from engaging in the cultivation of six (6) or fewer live cannabis plants within a single private residence, or inside an accessory structure located upon the grounds of a private residence. Alternatively, the six or fewer plants may be grown outdoors within a locked space that is

not visible by normal, unaided vision from a public place or from the surrounding properties. Additionally, the following requirements apply:

1. There shall be no exterior evidence of cannabis cultivation occurring at any property, from the public right of way.
2. Cannabis cultivation lighting shall not exceed one thousand two hundred (1,200) watts.
3. If grown in an accessory structure, the structure(s) shall at all times meet the requirements of the latest adopted version of the California Building, Fire, Mechanical, Electrical and Plumbing Codes (collectively California Codes). All required electrical permits must be obtained pursuant to the California Codes and applicable regulations, and proper permits must be obtained from the Building Division prior to performing any work on electrical wiring or rewiring.
4. If required by the California Codes, the wall(s) adjacent to the cultivation area shall be constructed with five-eighths inch (5/8") type X moisture-resistant drywall;
5. Cannabis cultivation areas shall be secured by a functioning audible alarm at all times during growing seasons;
6. The growing of cannabis outdoors shall comply with setback requirements for the primary residence on the property subject to the zoning classification of the property.
7. Cannabis plants grown outdoors shall be grown in an area enclosed with a solid view obscuring the fence, secured with self-closing and locking gates; and
8. Areas for cultivation of cannabis shall be secured, locked, and fully enclosed, and rendered inaccessible to minors.
9. All restrictions set forth in Chapter 18, Article XI, applicable to cultivation, shall be complied with.

F. Prohibited Uses and Activities

1. With the exception of Cannabis Dispensaries as set forth further in this Section, and as regulated in Chapter 15, Article VII, Commercial cannabis activity, whether or not for profit, is expressly prohibited in all zones, specific plans areas, and overlay zone; of the city. No person shall establish, operate, maintain, conduct, allow or engage in commercial cannabis activity anywhere within the city, unless expressly permitted by this Section or elsewhere in the Porterville Municipal Code.
2. A property owner shall not rent, lease or otherwise permit any person or business that engages in commercial cannabis activity to occupy real property in the city, unless the

commercial activity is expressly permitted by this Code, and the activity at that location has been expressly authorized by the City in accordance with applicable City regulations and State laws. A property owner shall not allow any person or business to establish, operate, maintain, conduct, or engage in unauthorized commercial cannabis activity on any real property owned or controlled by that property owner that is located in the city.

3. Unless expressly authorized by this Code, Subsection 1 above shall prohibit all activities for which a State license is required pursuant to MAUCRSA, as the same may be amended from time to time. Accordingly, the city shall not issue any permit, license, or other entitlement for any activity for which a State license is required under the MAUCRSA, as the same may be amended from time to time, except for activities expressly authorized and permitted by the City. The city shall also not issue any local license to a nonprofit entity pursuant to California Business and Professions Code section 26070.5, except as expressly authorized and permitted by the City.

G. Permitted Use

1. Commercial Cannabis Dispensary uses shall be allowed to be established and operated by Business Owners (as defined in Section 15-85 of this Code), that meet all of the requirements specified in this Section and Chapter 15, Article VII of this Code, in the DR-N, DR-S, DR-D, D-MX, D-GC and Airport Industrial zone districts of the City, subject to having a valid State license for the operations, having a Regulatory Permit from the City, obtaining a City Business License, and having entered into a Development Agreement between the Business Owners and the City. Any cannabis dispensary permitted to be established shall at all times be in compliance with this section and Article VII of Chapter 15 of this Code, as it may be amended from time to time or repealed and replaced by another section governing Cannabis Dispensary operation, but subject to the terms and conditions within the applicable Development Agreement.

2. The number of regulatory permits for cannabis dispensaries is limited to no more than one permit, plus an additional permit for every 25,000 residents. The City Council may reserve one of the allowed permits exclusively for a medical cannabis dispensary use, in conformity with the applicable regulations set forth in Chapter 15, Article VII of this Code.

3. Distance separation from schools. All Cannabis dispensaries shall comply with the distance separation requirements from schools as required by State law. In addition, a Cannabis Dispensary shall not be located within 600 feet from any existing school or proposed school site as identified in the General Plan. Measurements shall be from property boundary to property boundary. For purposes of this section, school means any public or private school providing instruction in kindergarten or grades 1-12, inclusive, but does not include any private school in which education is primarily conducted in private homes. The distance specified in this section shall be measured in the same manner as provided in subdivision (c) of Section 11362.768 of the Health and Safety Code unless otherwise provided by law.

4. All building property requirements set forth in Article VII, Chapter 15 shall also apply and are hereby incorporated by reference as if set forth fully herein.

5. Cannabis Dispensary uses are additionally subject to all setback, signage, and other requirements applicable to the zone classifications they are located in, in addition to any applicable requirements set forth in Chapter 21 and this Code, as well as the Downtown Design Guidelines, in applicable zone districts.

H. Enforcement. Any violation of this chapter is subject to any and all penalties as prescribed in the Porterville Municipal Code, in addition to being subject to other remedies provided by law, including but not limited to, injunctive relief, nuisance abatement action, summary abatement of immediately hazardous conditions, and all other applicable fines, penalties and remedies. This chapter is adopted to address public health and safety issues, and as such, carries with it an express legislative intent to be interpreted strictly, enforced with an emphasis on public and community safety, and enforced rigorously in a manner such as to deter further violations. In any civil action brought pursuant to this article, a court of competent jurisdiction may award reasonable attorneys' fees and costs to the prevailing party. Notwithstanding the penalties set forth in the Porterville Municipal Code, no provision of Section 301.23 or this Code authorizes a criminal prosecution, arrest or penalty inconsistent with or prohibited by Health and Safety Code Section 11362.71 et seq. or Section 11362.1 et seq., as the same may be amended from time to time. In the event of any conflict between the penalties enumerated under this Code and any penalties set forth in State law, the maximum penalties allowable under State law shall govern.

SECTION 4: The Porterville Municipal Code, Section 701.02 is hereby amended as follows:

701.02: LAND USE CLASSIFICATIONS:

Aircraft Sales, Services, and Storage. Uses related to the rental, sales and leasing, storage, repair, and washing of aircraft.

Airports. Facilities for the takeoff and landing of airplanes, including runways, aircraft storage buildings, public terminal buildings and parking, and support activities such as airport operations, crew quarters, and air traffic control.

Animal Care, Sales and Services

Kennels. Facilities for keeping, boarding, training, breeding or maintaining for commercial purposes, four (4) or more dogs, cats, or other household pets not owned by the kennel owner or operator. This classification excludes pet shops and animal hospitals that provide twenty-four (24) hour accommodation of animals receiving medical or grooming services.

Pet Stores. Retail sales of animals and/or services, including grooming, for animals on a commercial basis. This classification excludes dog walking and similar pet care services not carried out at a fixed location, and excludes pet supply stores that do not sell animals or provide

on-site animal services.

Veterinary Services, Small. Medical care for small animals on a commercial basis. This classification allows twenty-four (24) hour accommodation of animals receiving medical or grooming services but does not include kennels.

Veterinary Services, Large. Medical care for large animals which generally includes agricultural animals, on a commercial basis. This classification allows twenty-four (24) hour accommodation of animals receiving medical or grooming services.

Animal Raising. The raising, grazing, or feeding of animals for animal products, animal increase, or value increase, and dairying as an accessory use on farms with dairy cattle.

Artists' Studios. Work space for artists and artisans, including individuals practicing one (1) of the fine arts or performing arts, or skilled in an applied art or craft. Incidental retail sales of items produced on the premises is required.

Automobile/Vehicle Sales and Services

Automobile/Vehicle Rentals. Rental of automobiles, including storage and incidental maintenance.

Automobile/Vehicle Sales and Leasing. Sales or leasing of automobiles, boats, motorcycles, trucks, and motor homes, including storage and incidental maintenance.

Automobile/Vehicle Repair, Major. Repair of automobiles, trucks, motorcycles, motor homes, boats and recreational vehicles, including the sale, installation, and servicing of related equipment and parts, generally on an overnight basis. This classification includes auto repair shops, body and fender shops, and transmission shops, but excludes vehicle dismantling or salvaging and tire retreading or recapping.

Automobile/Vehicle Service and Repair, Minor. The service and repair of automobiles, light-duty trucks, boats, and motorcycles, including the sale, installation, and servicing of related equipment and parts. This classification includes quick-service oil, tune-up, wheel and brake shops, auto glass services, tire sales and installation, muffler shops and upholstery shops where repairs are made or service provided in enclosed bays and no vehicles are stored overnight. This classification excludes establishments providing engine repair, body and fender work, vehicle painting, or towing. It also excludes repair of heavy trucks or construction vehicles.

Automobile/Vehicle Washing. Washing, waxing, or cleaning of automobiles or similar light vehicles, including self-serve washing facilities.

Emergency Ambulance Services. The location of emergency ambulance service vehicles.

Large Vehicle and Equipment Sales, Service and Rental. Sales, servicing, rental, fueling, and washing of large trucks, trailers, tractors, and other equipment used for construction, agricultural, or landscape gardening activities. Includes large vehicle operation training facilities. Sales of new or used automobiles or trucks are excluded from this classification.

Service Station. Establishments primarily engaged in retailing automotive fuels or retailing these fuels in combination with activities, such as providing repair services; selling automotive oils, replacement parts, and accessories; and/or providing food services.

Towing and Impound. Establishments primarily engaged in towing light or heavy motor vehicles, both local and long distance. These establishments may provide incidental services, such as vehicle storage and emergency road repair services. (For automobile/dismantling, see Salvage Yards)

Banks and Financial Institutions

Banks and Credit Unions. Financial institutions providing retail banking services. This classification includes only those institutions engaged in the on-site circulation of money, including credit unions, but excluding check-cashing businesses.

Check Cashing Businesses. Establishments that, for compensation, engage in the business of cashing checks, warrants, drafts, money orders, or other commercial paper serving the same purpose. This classification also includes the business of deferred deposits, whereby the check casher refrains from depositing a personal check written by a customer until a specific date pursuant to a written agreement as provided in Civil Code 1789.33. Check Cashing Businesses do not include state or federally chartered banks, savings associations, credit unions, or industrial loan companies. They also do not include retail sellers engaged primarily in the business of selling consumer goods, such as consumables to retail buyers that cash checks or issue money order incidental to their main purpose or business.

Bed and Breakfast. A small lodging establishment that offers overnight accommodation and inclusive breakfast, where the host lives at the establishment.

Building Materials and Services. Retailing, wholesaling, or rental of building supplies or equipment. This classification includes lumber yards, tool and equipment sales or rental establishments, and includes establishments devoted principally to taxable retail sales to individuals for their own use. This definition does not include Contractors' Yards and hardware stores less than ten thousand (10,000) square feet in floor area (see Retail Sales).

Business Services. Establishments that primarily provide goods and services to other businesses on a fee or contract basis, including printing and copying, blueprint services, advertising and mailing, equipment rental and leasing, office security, custodial services, photo finishing, and model building, but excluding vehicle rentals, bulk items, or print shops.

Cannabis Dispensary. See Section 301.23, and the definition for "Dispensary" and "Medical cannabis dispensary" located in Section 15-85 of the Porterville Municipal Code.

Cemetery. Establishments primarily engaged in operating sites or structures reserved for the interment of human or animal remains, including mausoleums, burial places, and memorial gardens.

Clubs and Lodges. Meeting, recreational, or social facilities of a private or nonprofit organization primarily for use by members or guests. This classification includes union halls and social clubs.

Colleges and Trade Schools, Public or Private. Institutions of higher education providing curricula of a general, religious or professional nature, typically granting recognized degrees, including conference centers and academic retreats associated with such institutions. This classification includes business and computer schools, management training, technical and trade schools, but excludes personal instructional services such as music lessons.

Construction and Material Yards. Storage of construction materials or equipment on a site other than a construction site.

Commercial Entertainment and Recreation. Provision of participant or spectator entertainment to the general public.

Cinema/Theaters. Facilities for indoor display of films, motion pictures, or dramatic, musical, or live performances. This classification may include incidental food and beverage services to patrons.

Downtown Entertainment. This classification includes facilities such as amusement and theme parks, amphitheaters, facilities with more than ten thousand (10,000) square feet in building area, including fitness centers, gymnasiums, handball, racquetball, ice or roller skating rinks, swimming or wave pools, miniature golf courses, bowling alleys, or archery or indoor shooting ranges. This classification may include restaurants, snack bars, and other incidental food and beverage services to patrons.

Large-scale. This classification includes large outdoor facilities such as amusement and theme parks, casinos, sports stadiums and arenas, racetracks, amphitheaters, drive-in theaters, driving ranges, golf courses, and facilities with fifty thousand (50,000) square feet or more in building area, including fitness centers, gymnasiums, handball, racquetball, or large tennis club facilities; ice or roller skating rinks; swimming or wave pools; miniature golf courses; bowling alleys; archery or indoor shooting ranges; riding stables; campgrounds; stables, etc. This classification may include restaurants, snack bars, and other incidental food and beverage services to patrons.

Small-scale. This classification includes indoor facilities that occupy less than fifty thousand (50,000) square feet of building area, such as billiard parlors, card rooms, health clubs, fitness centers, gymnasiums, handball, racquetball; ice or roller skating rinks; swimming or wave pools; miniature golf courses, bowling alleys, dance halls, small tennis club facilities, poolrooms, indoor shooting ranges, and amusement arcades. This classification may include restaurants, snack bars, and other incidental food and beverage services to patrons.

Community Center. Any noncommercial facility established primarily for the benefit and service of the population of the community in which it is located. Examples include youth centers and senior centers.

Communication Facilities

Antenna and Transmission Towers. Broadcasting and other communication services accomplished through electronic or telephonic mechanisms, as well as structures designed to

support one (1) or more reception/transmission systems. Examples of transmission towers include, but shall not be limited to, radio towers, television towers, telephone exchange/microwave relay towers, and cellular telephone transmission/personal communications systems towers.

Broadcasting Facility. Includes radio or television stations. Transmission towers must comply with Series 301.20 Telecommunication Facilities.

Call Centers. Includes customer support, direct sales, order processing, customer service, surveys, research, credit management, help desk, reservations, billing and accounting, sales and telemarketing. These services are either provided internally by the company for its own use or provided externally by an outsourcing agency which provide these services for several companies.

Recording Studio. Facility for sound recording which can consist of a studio or live room and control room, where sound is recorded and manipulated.

Correctional Facility. A building such as a jail or prison used for the confinement of persons held while awaiting trial or for the confinement of persons convicted of offenses.

Crop Cultivation. The cultivation of tree, vine, field, forage, and other plant crops intended to provide food or fibers. The classification excludes wholesale or retail nurseries. (see Nurseries and Garden Centers)

Crop Cultivation, Commercial. Results in quantities of crops greater than what could be reasonably consumed in personal use and/or crops that are produced with the intent to sell commercially.

Crop Cultivation, Non-commercial. Includes orchards and flower and vegetable gardens for personal use.

Cottage Food Operations. A private home food operation where low-risk food products are prepared or packaged for sale to consumers which complies with California Government Code Section 51035.

Cultural Institutions. Public or non-profit institutions engaged primarily in the display or preservation of objects of interest in the arts or sciences that are open to the public on a regular basis. This classification includes performing arts centers for theater, dance, and events; buildings of an educational, charitable or philanthropic nature; libraries; museums; historical sites; aquariums; art galleries; and zoos and botanical gardens.

Day Care Centers. Establishments providing non-medical care for persons on a less than 24-hour basis other than Family Day Care Home. This classification includes nursery schools, preschools, and day care facilities for children or adults, and any other day care facility licensed by the State of California.

Eating, Drinking, and Smoking Establishments. Businesses primarily engaged in serving prepared food, beverages, and/or tobacco for consumption on or off the premises.

Bars/Night Clubs/Lounges. Businesses serving beverages for consumption on the premises as a primary use and including on-sale service of alcohol including beer, wine, and mixed drinks. This classification includes establishments that provide dancing or entertainment.

Coffee Shops/Cafes. Establishments that serve nonalcoholic beverages, such as coffee, juices or sodas for consumption on or near the premises, or a specialty snack, such as ice cream, frozen yogurt, cookies or popcorn.

Restaurants. Establishments where meals are served to customers. This classification includes full-service restaurants with table service as well as establishments providing limited table service, such as fast-food restaurants, carryout sandwich shops, limited service pizza parlors and delivery shops, and delicatessen restaurants. This classification excludes establishments that provide dancing or entertainment (see Bars/Night Clubs/Lounges).

Tobacco Bars. Any business establishment which in whole or in part is dedicated to or includes as part of the business, the smoking of tobacco or other substances. This classification includes cigar lounges, hookah bars/cafes, tobacco cafes/bars, and smoking parlors.

Elderly and Long-term Care. Establishment that provide twenty-four (24) hour medical, convalescent or chronic care to individuals who, by reason of advanced age, chronic illness or infirmity, are unable to care for themselves, and is licensed as a skilled nursing facility by the, including but not limited to, rest homes and convalescent hospitals, but not Residential Care, Hospitals, or Clinics.

Family Day Care Home. A home that regularly provides care, protection, and supervision for fourteen (14) or fewer children, in the provider's own home, for periods of less than twenty-four (24) hours per day, while the parents or guardians are away, and is either a large family day care home or a small family day care home as follows.

Large. A home that provides family day care for seven (7) to fourteen (14) children, including children under the age of 10 years who reside at the home (Health and Safety Code Section 1596.78(b)). A large family day care home may provide care for more than 12 children and up to and including fourteen (14) children, if all of the following conditions are met (Health and Safety Code Section 1597.465):

1. At least one (1) child is enrolled in and attending kindergarten or elementary school and a second child is at least six (6) years of age.
2. No more than three (3) infants are cared for during any time when more than twelve (12) children are being cared for.
3. The licensee notifies a parent that the facility is caring for two (2) additional school-age children and that there may be up to thirteen (13) or fourteen (14) children in the home at one (1) time.
4. The licensee obtains the written consent of the property owner when the family day care home is operated on property that is leased or rented.

Small. A home that provides family day care for eight (8) or fewer children, including children under the age of ten (10) years who reside at the home (Health and Safety Code

Section 1596.78(c)). A small family day care home may provide care for more than six (6) and up to eight (8) children, without an additional adult attendant, if all of the following conditions are met (Health and Safety Code Section 1597.44):

1. At least one (1) child is enrolled in and attending kindergarten or elementary school and a second child is at least six (6) years of age.
2. No more than two (2) infants are cared for during any time when more than six (6) children are cared for.
3. The licensee notifies each parent that the facility is caring for two (2) additional school-age children and that there may be up to seven (7) or eight (8) children in the home at one (1) time.
4. The licensee obtains the written consent of the property owner when the family day care home is operated on property that is leased or rented.

Food and Beverage Retail Sales. Retail sales of food and beverages for off-site preparation and consumption. Typical uses include food markets, convenient markets, groceries, liquor stores, and retail bakeries.

Freight/Truck Terminals and Warehouses. Facilities for local or worldwide freight, courier, local messenger, and postal services by truck or rail.

Funeral Parlors and Mortuaries. An establishment primarily engaged in the provision of services involving the care, preparation, or disposition of the human dead and conducting memorial services. Typical uses include a crematory, columbarium, mausoleum, or mortuary.

Government Offices. Administrative, clerical, or public contact offices of a government agency, including postal facilities, together with incidental storage and maintenance of vehicles. This classification excludes corporation yards, equipment service centers, and similar facilities that primarily provide maintenance and repair services and storage facilities for vehicles and equipment (See Utilities, Major).

Group Residential. Shared living quarters without separate kitchen or bathroom facilities for each room or unit, offered for rent for permanent or semi-transient residents on a weekly or longer basis. This classification includes rooming and boarding houses, dormitories, private residential clubs, and residential hotels intended for long-term occupancy (thirty (30) days or more) but excludes Hotels and Motels, Residential Care, Limited or General.

Handicraft/Custom Manufacturing. Manufacture of crafts, art, sculpture, stained glass, jewelry, apparel, and similar items using hand tools and small mechanical devices.

Heliports. Facilities for the takeoff and landing of helicopters, as a primary use. Heliports typically contain one (1) or more helipads and may have limited facilities such as fuel, lighting, a windsock, or even hangars.

Hotels and Motels. Establishments offering lodging to transient patrons. These establishments may provide additional services, such as conference and meeting rooms, restaurants, bars, or recreation facilities available to guests or to the general public. This classification includes motor

lodges, motels, hostels, extended-stay hotels, and tourist courts, but does not include rooming houses, boarding houses, or private residential clubs.

Industry, General. Manufacturing of products from extracted or raw materials or recycled or secondary materials, or bulk storage and handling of such products and materials. This classification includes operations such as biomass energy conversion; food and beverage processing; textile mills; production apparel manufacturing; photographic processing plants; leather and allied product manufacturing; wood product manufacturing; paper manufacturing; chemical manufacturing; plastics and rubber products manufacturing; nonmetallic mineral product manufacturing; primary metal manufacturing; fabricated metal product manufacturing; and automotive, ship, aircraft, and heavy equipment manufacturing.

Industry, Limited. Establishments engaged in light industrial activities taking place primarily within enclosed buildings and producing minimal impacts on nearby properties. This classification includes operations such as manufacturing finished parts or products primarily from previously prepared materials; commercial laundries and dry cleaning plants; mobile home manufacturing; monument works; printing, engraving and publishing; computer and electronic product manufacturing; furniture and related product manufacturing; and industrial services.

Instructional Services. Establishments that offer specialized programs in personal growth and development such as music, vocal, fitness and dancing instruction.

Light Fleet-Based Services. Passenger transportation services, local delivery services, medical transport, and other businesses that rely on fleets of three (3) or more vehicles with rated capacities less than ten thousand (10,000) lbs. This classification includes parking, dispatching, and offices for taxicab and limousine operations, non-emergency medical transport, local messenger and document delivery services, home cleaning services, and similar businesses. This classification does not include towing operations (See Automobile/Vehicle Sales and Service, Towing and Impound) or taxi or delivery services with two (2) or fewer fleet vehicles on-site (See Business Services).

Maintenance and Repair Services. The on-site maintenance or repair of office machines, household appliances, furniture, and similar items. This classification excludes maintenance and repair of vehicles or boats (see Automotive Sales and Services) and personal apparel (See Personal Services).

Massage Establishments. Healing arts

Medical Facilities. These classifications exclude veterinary and animal hospitals (see Animal Care, Sales, and Services).

Hospitals. State-licensed facilities providing medical, surgical, psychiatric, or emergency medical services to sick or injured persons.

Medical Clinic. This classification includes facilities for multiple physicians, medical groups, inpatient or outpatient treatment, including substance-abuse programs as well as training, research, and administrative services for patients and employees.

Professional/Medical. This classification is for the single practitioner; to include offices where medical and dental services are provided by physicians, dentists, chiropractors, optometrists, and similar medical professionals, including, where affiliated with a medical practitioner, massage therapy.

Mining and Quarrying. The extraction of nonmetallic minerals, including dredging and sand and gravel pit operations. This classification includes surface mining operations.

Mobile Home Parks. Mobile housing in a planned development with common area amenities. Spaces for mobile homes may be rented, leased or owned through a subdivision, cooperative, condominium or other form of resident ownership.

Multi-Family Residential. Two (2) or more dwelling units on a lot. Types of multiple family dwellings include duplexes, garden apartments, senior housing developments, and multi-story apartment buildings.

Nurseries and Garden Centers. Establishments primarily engaged in retailing nursery and garden products—such as trees, shrubs, plants, seeds, bulbs, and sod—that are predominantly grown elsewhere. These establishments may sell a limited amount of a product they grow themselves. Fertilizer and soil products are stored and sold in package form only. This classification includes wholesale and retail nurseries offering plants for sale.

Offices

General Offices. Offices of firms or organizations providing professional, executive, management, administrative or design services, such as accounting, architectural, computer software design, engineering, graphic design, interior design, investment, and legal offices, excluding banks, and savings and loan associations (see Banks and Financial Institutions).

Walk-In Clientele. Offices of firms or organizations providing services to the public that rely on heavy pedestrian activity and constant visits by clients, including real estate offices, landlord-tenant services, credit counseling, and financial tax services.

Park and Recreation Facilities, Public. Parks, playgrounds, fairgrounds, recreation facilities, trails, wildlife preserves, and related open spaces, all of which are noncommercial. This classification also includes playing fields, courts, gymnasiums, swimming pools, picnic facilities, tennis courts, and golf courses, botanical gardens, as well as related food concessions or community centers within the facilities.

Parking, Public or Private. Surface lots and structures for use of occupants, employees, or patrons on the subject site or offering parking to the public for a fee when such use is not incidental to another activity.

Personal Services. Provision of recurrently needed services of a personal nature. This classification includes barber and beauty shops, massage therapy, tattoo parlors, seamstresses, tailors, dry cleaning agents (excluding large-scale bulk cleaning plants), shoe repair shops, self-service laundries, photocopying and photo finishing services, and travel agencies.

Public Safety Facilities. Facilities providing public-safety and emergency services, including police and fire protection and emergency medical services, with incidental storage, and maintenance facilities.

Recycling Facility. A facility for receiving, temporarily storing, transferring and/or processing materials for recycling, reuse, or final disposal. A certified recycling facility or certified processor means a recycling facility certified by the California Beverage Container Recycling and Litter Reduction Act. A recycling facility does not include storage containers or processing activity located on the premises of a residential, commercial or manufacturing use and used solely for the recycling of material generated by that residential property, business or manufacturer. This use type does not include waste transfer facilities that operate as materials recovery, recycling, and solid waste transfer operations and are classified as utilities.

Reverse Vending Machine. An automated mechanical device that accepts, sorts and processes recyclable materials and issues a cash refund or a redeemable credit slip.

Recycling Collection Facility. A use that serves as a neighborhood drop off point for the temporary storage of recyclable materials but where the processing and sorting of such items is not conducted on-site.

Recycling Processing Facility. Facilities that receive, sort, store and/or process recyclable materials.

Religious Facilities. A facility for religious worship and incidental religious education and offices, including churches, temples, and other facilities used primarily for religious services or activities. This classification excludes private schools for primary or secondary education, as defined in this section, which also may be available for temporary use by the general public or civic, cultural, or educational organizations.

Residential Care Facilities, General. Facilities that require a State license or are State licensed and provide twenty-four (24) hour primarily non-medical care and supervision, or skilled nursing services, for more than six (6) persons in need of personal services, supervision, protection, or assistance for sustaining the activities of daily living. Living accommodations are shared living quarters with or without separate kitchen or bathroom facilities for each room or unit. This classification includes facilities that are operated for profit as well as those operated by public or not-for-profit institutions, including hospices, nursing homes, skilled nursing facilities, and convalescent facilities. This category excludes transitional housing, foster family homes, community service facilities, and any facilities supervised by or under contract with the State Department of Corrections.

Residential Care Facilities, Limited. Facilities that require a State license or are State licensed and provide twenty-four (24) hour non-medical care and supervision for six (6) or fewer persons in need of personal services, supervision, protection, or assistance for sustaining the activities of daily living, excluding the licensee or members of the licensee's family or persons employed as facility staff. Living accommodations are shared living quarters with or without separate kitchen or bathroom facilities for each room or unit. This classification includes facilities that are operated for profit as well as those operated by public or not-for-profit institutions, including hospices.

Retail Sales. The retail sale or rental of merchandise not specifically listed under another use classification. This classification includes department stores, clothing stores, furniture stores, pet supply stores, small hardware stores (with ten thousand (10,000) square feet or less of floor area), and businesses retailing the following goods: toys, hobby materials, handcrafted items, jewelry, cameras, photographic supplies and services (including portraiture and retail photo processing), medical supplies and equipment, pharmacies, electronic equipment, records, sporting goods, kitchen utensils, hardware, appliances, antiques, art galleries, art supplies and services, paint and wallpaper, carpeting and floor covering, office supplies, bicycles, video rental, and new automotive parts and accessories (excluding vehicle service and installation). Retail sales may be combined with other services such as office machine, computer, electronics, and similar small-item repairs. This classification includes secondhand and wholesale stores.

Swap Meet. Any indoor or outdoor place, in an approved location, or for an approved activity where new or used goods or secondhand personal property is offered for sale or exchange to the general public by a multitude of individual licensed vendors, usually in compartmentalized spaces. The term swap meet is interchangeable with and applicable to: flea markets, auctions, open air markets, farmers markets, or other similarly named or labeled activities; but the term does not include the usual supermarket or department store retail operations.

Salvage and Wrecking. Storage and dismantling of vehicles and equipment for sale of parts, as well as their collection, storage, exchange or sale of goods including, but not limited to, any used building materials, used containers or steel drums, used tires, and similar or related articles or property.

Schools, Public or Private. Facilities for primary or secondary education, including public schools, charter schools, and private institutions having curricula comparable to that required in the public schools of the State of California.

Sexually Oriented Business. An establishment or concern that, as a regular and substantial course of conduct, offers, sells or distributes adult-oriented merchandise, or that offers to its patrons materials, products, merchandise, services, entertainment or performances that have sexual arousal, sexual gratification, and/or sexual stimulation as their dominant theme, or are characterized by an emphasis on specified sexual activities or specified anatomical areas and are not customarily open to the general public because they exclude minors by virtue of their age. This classification does not include any establishment offering professional services conducted, operated, or supervised by medical practitioners, physical therapists, nurses, chiropractors, psychologist, social workers, marriage and family counselors, osteopaths, and persons holding licenses or certificates under applicable State law or accreditation from recognized programs when performing functions pursuant to the respective license or certificate. Includes Sexually Oriented Businesses defined in Section 301.17(b), Definitions.

Single Family Dwelling. A dwelling unit designed for occupancy by one (1) household, and located on a separate lot from any other unit (except accessory living quarters, where permitted). This classification includes individual manufactured housing units installed on a foundation system pursuant to Section 18551 of the California Health and Safety Code.

Detached. A single-family dwelling unit that is not attached to any other dwelling unit.

Attached. A single-family dwelling unit, located singly on a lot, but attached through common

vertical walls to one (1) or more dwellings on abutting lots. An attached single-family dwelling unit is sometimes referred to as a "townhome."

Single Room Occupancy. A residential facility where individual secure rooms, which may or may not include cooking facilities, are rented to one (1) or two (2) person households for a weekly or monthly period of time. This use type is distinct from a Hotel or Motel, which is a commercial use.

Social Service Facilities. Any noncommercial facility, such as homeless shelters, and emergency shelters, that may also provide meals, showers, and/or laundry facilities. Specialized programs and services related to the needs of the residents may also be provided. This classification excludes transitional housing facilities that provide living accommodations for a longer term.

Transitional and Supportive Housing. As defined in Section 50675.2 and 50675.14, respectively, of the Health and Safety Code

Transportation Passenger Terminals. Facilities for passenger transportation operations. This classification includes rail stations, bus terminals, and scenic and sightseeing facilities, but does not include airports or heliports.

Utilities, Major. Generating plants, electric substations, solid waste collection, including transfer stations and materials recovery (recycling processing) facilities, solid waste treatment and disposal, water or wastewater treatment plants, and similar facilities of public agencies or public utilities.

Utilities, Minor. Facilities accessory to an established use involving only minor structures, such as electrical distribution lines, solar panels and underground water and sewer lines.

Utilities, Renewable Energy Facility. Facilities including solar, wind or other facility utilizing renewable energy.

Warehousing and Storage. Storage and distribution facilities without sales to the public on-site or direct public access.

Chemical, Mineral, and Explosives Storage. Storage of hazardous materials including but not limited to: bottled gas, chemicals, minerals and ores, petroleum or petroleum-based fuels, fireworks, and explosives.

Indoor Warehousing and Storage. The storage of general merchandise or refrigerated goods within enclosed buildings. Establishments in this classification provide facilities to store commercial goods, but do not sell the goods they handle. They may provide a range of services related to the distribution of goods, including labeling, breaking bulk, inventory control and management, order entry and fulfillment, price marking and ticketing, and transportation arrangement. However, they always provide warehousing or storage in addition to any logistics services.

Personal Storage. Facilities offering storage for individual use, including mini-warehouses and mini-storage.

Wholesaling and Distribution. Indoor storage and sale of goods to other firms for resale; storage of goods for transfer to retail outlets of the same firm; or storage and sale of materials and supplies used in production or operation, including janitorial and restaurant supplies. Wholesalers are primarily engaged in business-to-business sales, but may sell to individual consumers through mail or internet orders. They normally operate from a warehouse or office having little or no display of merchandise, and are not designed to solicit walk-in traffic.

SECTION 5: The City Council finds the approval of this ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Sections 15060(c)(2) – the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment, and 15060(c)(3) – the activity is not a project as defined in Section 15378 of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly. Alternatively, the City Council finds the approval of this ordinance is not a project under CEQA Regulation Section 15061(b)(3) because it has not potential for causing a significant effect on the environment.

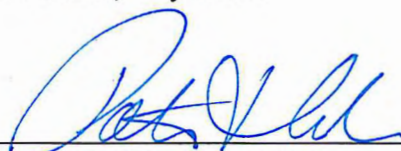
SECTION 6: This ordinance shall be in full force and effect not sooner than thirty (30) days from and after the ordinance's publication and passage.

PASSED, APPROVED AND ADOPTED this 7th day of May, 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 qualified City Clerk of the City of Porterville do hereby certify:

THAT the foregoing ordinance is a true and correct copy of Ordinance No. 1854, passed and adopted by the Council of the City of Porterville at a regular meeting held on the 7th day of May, 2019, that said ordinance has been duly published pursuant to law, and that by the terms and provisions of the Charter of the City of Porterville, said ordinance to become effective on the 6th day of June, 2019, at which time said ordinance is deemed to be in full force and effect.

THAT said ordinance was introduced by Council and the same was duly passed and adopted by the following vote:

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

JOHN D. LOLLIS, City Clerk



By: Fernando Gabriel-Moraga, Acting Deputy City Clerk

ORDINANCE NO. 1855

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE ADDING ARTICLE XI TO CHAPTER 18 OF THE PORTERVILLE MUNICIPAL CODE, CONCERNING PERSONAL (NON-COMMERCIAL) CANNABIS ACTIVITIES INCLUDING DRYING, HARVESTING, PROCESSING, SMOKING, AND USE

WHEREAS, California legislation provides that the City of Porterville has the power to regulate certain cannabis activities, personal use and the drying, harvesting, processing and smoking of cannabis and cannabis products;

WHEREAS, Ordinance No. 1843 was adopted on November 7, 2017, providing for certain restrictions concerning such use, said regulations were set forth in Chapter 21 (Development Code) of the Porterville Municipal Code, and the City Attorney has recommended that personal cultivation regulations remain within Chapter 21, and the regulations concerning other activities not related to Development be moved to Chapter 18 of the Municipal Code;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PORTERVILLE HEREBY ORDAINS as follows:

SECTION 1. Article XI, Sections 18-120 through 18-125 are hereby added to Chapter 18 of the Porterville Municipal Code, as follows:

CHAPTER 18

ARTICLE XI – CANNABIS ACTIVITIES AND USE (NON-COMMERCIAL)

18-120: Purpose and Intent.

1. The City Council finds that restrictions on personal cannabis activities including drying, harvesting, processing, smoking and use are necessary for the preservation and protection of the public health, safety, and welfare for the City and its community. The City Council's prohibition of such activities is within the authority conferred upon the Council in its Charter and State law.

2. The purpose of this section is to restrict personal cannabis activities including drying, harvesting, processing, smoking, and use, consistent with permitted local regulation under State law.

3. To the extent not covered in this Article, personal, non-commercial cultivation of cannabis is regulated, consistent with applicable State law, pursuant to Section 301.23 of this Code.

18-121: Definitions.

For the purposes of this Article, "cannabis" and/or "marijuana," "cannabis product," "cannabis accessories," "cultivation," "distribution," "manufacture," "processing," and "transporting" have the same meanings as defined in Section 301.23 and/or Section 15-85 of this

Code.

18-122: Interpretation and Applicability.

1. Nothing in this Article is intended to, nor shall it be construed to, preclude a landlord from limiting or prohibiting cannabis cultivation, smoking or other related activities by tenants.
2. Nothing in this Article is intended to, nor shall it be construed to, burden any defense to criminal prosecution otherwise afforded by California law.
3. Nothing in this section is intended to, nor shall it be construed to, exempt any cannabis related activity from any and all applicable local and State construction, electrical, plumbing, land use or any other building or land use standards or permitting requirements.
4. Nothing in this section is intended to, nor shall it be construed to, make legal any cultivation, transportation, sale or other use of cannabis that is otherwise prohibited under California law.
5. All personal (non-commercial) cultivation activities are also subject to the provisions of Section 301.23 of this Code.
6. Commercial cannabis activities are restricted and regulated under Chapter 15, Article VII, of this Code.

18-123: Severability.

If any part of this Article is held to be invalid or inapplicable to any situation by a court of competent jurisdiction, such decision shall not affect the validity of the remaining sections of this Article.

18-124: Personal Activities/Use Restrictions and Prohibitions.

1. To the extent that the following activities are permitted by State law, nothing in this section shall prohibit a person twenty one (21) years of age or older from:
 - a. Possessing, processing, purchasing, transporting, obtaining or giving away to persons twenty one (21) years of age or older, without compensation whatsoever, not more than 28.5 grams of cannabis not in the form of concentrated cannabis;
 - b. Possessing, processing, purchasing, transporting, obtaining or giving away to person twenty one (21) years of age or older, without compensation whatsoever, up to eight grams (8 g) of cannabis in the form of concentrated cannabis;
 - c. Smoking or ingesting cannabis or cannabis products except as prohibited by California Health and Safety Code section 11362.3 or other State laws (and as restricted by this section);

d. Possessing, transporting, purchasing, obtaining, using, manufacturing, or giving away cannabis accessories to persons twenty one (21) years of age or older without compensation whatsoever; or

e. Engaging in the cultivation of six or fewer live cannabis plants, as set forth in Section 301.23 of this Code.

2. The use of gas products or other volatile solvent (e.g. CO₂, butane, etc.) for cannabis cultivation, processing or manufacture is prohibited.

3. No distribution of cannabis cultivated or processed for personal use shall be allowed other than as authorized by this Code, or required to be allowed by law.

4. A property owner shall not rent, lease or otherwise permit any person or business that engages in commercial cannabis activity to occupy real property in the City, unless the commercial activity is expressly permitted by this Code, and the activity at the location has been expressly authorized by the City in accordance with applicable City regulations and applicable State laws.

5. The smoking, ingesting, or use of cannabis or cannabis products is prohibited in all public places, in all locations where smoking tobacco is prohibited, and on all business properties or within business facilities within the jurisdictional limits of the City, unless otherwise expressly authorized by City regulation, or required to be allowed by State law.

18-125: Enforcement.

Any violation of this Article is subject to any and all penalties as prescribed in the Porterville Municipal Code, in addition to being subject to other remedies provided by law, including but not limited to, injunctive relief, nuisance abatement action, summary abatement of immediately hazardous conditions, and all other applicable fines, penalties and remedies. This section is adopted to address public health and safety issues, and as such, carries with it an express legislative intent to be interpreted strictly, enforced with an emphasis on public and community safety, and enforced rigorously in a manner such as to deter further violations. In any civil action brought pursuant to this Article, a court of competent jurisdiction may award reasonable attorneys' fees and costs to the prevailing party. Notwithstanding the penalties set forth in the Porterville Municipal Code, no provision of this Article authorizes a criminal prosecution, arrest, or penalty inconsistent with or prohibited by Health and Safety Code section 11362.71 et seq., or section 11362.1 et seq., as the same may be amended from time to time. In the event of any conflict between the penalties enumerated under this Code and any penalties set forth in State law, the maximum penalties allowable under State law shall govern.

SECTION 2. CEQA REVIEW. The City Council hereby finds that this ordinance is not subject to review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3) [there is no possibility the activity in question may have a significant affirmative effect on the environment]. In addition to the foregoing general exemption, the City Council further finds that the ordinance is categorically exempt from review under CEQA under the Class 8 categorical exemption [regulatory activity to assure the protection of the environment]. The City Manager is hereby directed to ensure that a *Notice of Exemption* is filed pursuant to CEQA Guidelines section 15062 [14 C.C.R. § 15062].

SECTION 3. NO LIABILITY. The provisions of this ordinance shall not in any way be construed as imposing any duty of care, liability or responsibility for damage to person or property upon the City of Porterville, or any official, employee or agent thereof.

SECTION 4. SEVERABILITY. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this ordinance, or its application to any other person or circumstance. The City Council of the City of Porterville hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

SECTION 5. CONSTRUCTION. The City Council intends this ordinance to supplement, not to duplicate or contradict, applicable state and federal law and this ordinance shall be construed in light of that intent. To the extent the provisions of the Porterville Municipal Code as amended by this ordinance are substantially the same as provisions in the Porterville Municipal Code existing prior to the effectiveness of this ordinance, then those amended provisions shall be construed as continuations of the earlier provisions and not as new enactments.

SECTION 6. EFFECTIVE DATE. The foregoing ordinance shall take effect thirty (30) days from the date of the passage hereof. Prior to the expiration of fifteen (15) days from the enactment hereof a certified copy of this ordinance shall be posted in the office of the City Clerk pursuant to Government Code section 36933(c)(1) and a summary shall be published once in the Porterville Recorder, a newspaper printed and published in the City of Porterville, State of California, together with the names of the Council members voting for and against the same.

PASSED, APPROVED AND ADOPTED this 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)

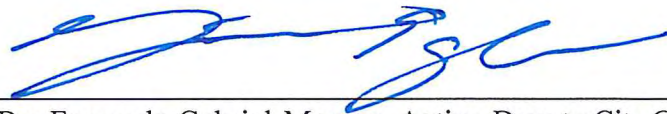
I, JOHN D. LOLLIS, the duly qualified City Clerk of the City of Porterville do hereby certify:

THAT the foregoing ordinance is a true and correct copy of Ordinance No. 1855, passed and adopted by the Council of the City of Porterville at a regular meeting held on the 7th day of May, 2019, that said ordinance has been duly published pursuant to law, and that by the terms and provisions of the Charter of the City of Porterville, said ordinance to become effective on the 6th day of June, 2019, at which time said ordinance is deemed to be in full force and effect.

THAT said ordinance was introduced by Council and the same was duly passed and adopted by the following vote:

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

JOHN D. LOLLIS, City Clerk



By: Fernando Gabriel-Moraga, Acting Deputy City Clerk



CITY COUNCIL AGENDA – DECEMBER 17, 2019

SUBJECT: Pathway Home: Responding to Homelessness in Tulare County

SOURCE: City Manager's Office

COMMENT: As the City Council is aware, Mayor Flores and City staff have been regularly attending and participating on the Tulare County Task Force on Homelessness. At its meeting of November 15, 2018, the Task Force discussed the need for the development of a 10-year strategic plan to address homelessness in Tulare County, and based upon a solicitation prepared by the County of Tulare, at its meeting of January 16, 2019, the Task Force acted for HomeBase to prepare the strategic plan. HomeBase estimated the cost of the plan to be \$75,000, which based upon a funding formula developed by the Task Force, the Council subsequently approved \$3,000 in support of the plan at its meeting on March 5, 2019. HomeBase presented the plan to the Task Force at its meeting on Wednesday, November 20, 2019, which the Task Force acted to accept as presented, and recommended each jurisdiction review and accept the plan. The Task Force wanted HomeBase to present the plan to the primary public agency stakeholders, including the County Board of Supervisors and the City Council's for Porterville, Tulare and Visalia, which will be occurring at respective meetings on December 16th and 17th.

The 10-year strategic plan, prepared by HomeBase, proposes five (5) primary goals for the Task Force in addressing homelessness in Tulare County:

1. Increase Access to Permanent Housing;
2. Increase Access to Services to Support Exits from Homelessness;
3. Expand Services for Subpopulations with Special Needs;
4. Prevent Homelessness for Those at Risk; and
5. Strengthen Public Engagement and Community Partnerships

The City of Porterville has already established and is in the process of development of several significant components addressed in the strategic plan, including its partnership with Turning Point in the development of the permanent supportive housing (PSH) project on S. Main Street, its partnership with Turning Point in development of a Navigation Center at the soon to be former Vine Street School site, its partnership with the Tulare County Workforce Investment Board (WIB) on a workforce development program for individuals experiencing homelessness, and supporting UPholdings development of a large scale affordable and PSH project on E Street.

Ms. Nikka Rapkin, Executive Director of HomeBase, will present the strategic plan to the Council, and provide opportunity for comments and questions.

RECOMMENDATION: That the City Council consider acceptance of the Strategic Plan prepared by HomeBase for the Tulare County Task Force on Homelessness, and provide comment as determined.

ATTACHMENTS: 1. Pathway Home: Responding to Homelessness in Tulare County

Appropriated/Funded:

Review By:

Department Director:

John Lollis, City Manager

Final Approver: John Lollis, City Manager

Pathway Home:

Responding to Homelessness in Tulare County

November 2019



EXECUTIVE SUMMARY

We are at a critical juncture; we will only succeed through a collaborative effort, with investment from every sector and every jurisdiction.

Tulare County (“County”) can overcome the homelessness crisis we are currently facing. It will require a **collaborative effort** engaging all sectors of the community. It will require **one comprehensive plan** that all jurisdictions—the County establishment, cities of Dinuba, Exeter, Farmersville, Lindsay, Porterville, Tulare, Visalia, Woodlake, and the many other smaller jurisdictions—can adopt and invest in. It will require a **focus on solutions** that can be impactful and have long-term effects. It will require **significant investment in housing**; delay will be costly and result in a worsening crisis. Mostly, it will require **recognizing the humanity** of the thousands of individuals and families impacted by the crisis.

The County has already done a great deal to address homelessness. Over the past five years, the community has adopted a Housing First approach in many programs, working to ensure people have a safe place to sleep at night. The Continuum of Care has established a Coordinated Entry System and – with the assistance of service providers, community-based organizations, developers, the Tulare County Health and Human Services Agency, cities, and others – has obtained federal, state and local funding to increase its ability to provide housing and vital supportive services. This work lays a strong foundation upon which the community can build.

Yet, homelessness continues to increase in Tulare County and across California. The need is urgent. We are at a critical juncture; **we will only succeed through a collaborative effort, with participation from every sector and every jurisdiction.**

Homelessness is a community priority; it impacts everyone, from our neighbors who are unstably housed to those who have already fallen into homelessness, to our first responders, to all who will benefit from **community-wide strategies** that systemically and effectively resolve homelessness. Together we must coordinate **key resources** available across **all sectors** of the community. We are on a precipice and now is the time to focus on meaningful solutions, rather than simply treating the symptoms.

This Strategic Plan: “Pathway Home: Responding to Homelessness in Tulare County,” provides a set of goals tailored for our community that have been proven to be successful. It is a **roadmap** of how to address homelessness, based on local needs and strategies and tactics that work. To effectively address the crisis, the entire community — every corner of the county — needs to participate in solutions. Solutions are far less costly, far more humane, and the only way to create a system that effectively addresses homelessness.

The Goals for the Community are Clear:



Increase Access to Permanent Housing



Increase Access to Services to Support Exits from Homelessness



Expand Services for Subpopulations with Special Needs



Prevent Homelessness for Those at Risk



Strengthen Public Engagement and Community Partnerships



Increase Access to Permanent Housing

Permanent housing is the primary and most effective solution to ending homelessness. It brings security and safety, allowing individuals and families to focus their efforts on maintaining a job, getting the kids to school, and preserving their health and well-being. For some people experiencing homelessness, additional supportive services are also needed — help with independent living skills, job training, case management — assistance that allows people to achieve stability, long-term self-sufficiency, and most importantly, housing.



Increase Access to Services to Support Exits from Homelessness

With more than 70% of people experiencing homelessness in Tulare County living outside — on the streets, in vehicles, by the river — the community needs to address unsheltered homelessness. The cities, County, nonprofits and other partners can collaborate to help those most in need get the services and support they require to exit

homelessness by expanding outreach, targeting services, and developing accessible crisis shelters with tailored, housing-focused programming throughout the area.



Expand Services for Subpopulations with Special Needs

Within Tulare County, there are people at risk of or experiencing homelessness who require special attention. By understanding their special needs and directing services that allow professionals to focus and tailor their care, we can ensure that the system is accessible to some of the most vulnerable members within the community.



Prevent Homelessness for Those at Risk

As the housing crisis in California deepens, more and more people are just one paycheck or medical crisis away from losing their housing. Often it only requires a small intervention to prevent them from becoming homeless — whether it is one-time financial resources to provide a security deposit, legal assistance to prevent eviction, or help learning to balance a budget. Preventing homelessness by supporting individuals and families before they become homeless is not only more humane, but also more cost-effective.



Strengthen Public Engagement and Community Partnerships

Deeper partnerships and greater engagement throughout the region can strengthen and build leadership and community support for solutions to more effectively address homelessness. Collaboration and coordination can enable our community to effectively accomplish more, better, faster. The public and private systems that were created to help people in times of need are often patchwork. Programs have different eligibility requirements, are run by different agencies, and often don't work collaboratively to address the entire set of needs that an individual or family may present. Improving collaboration and coordination and broadening our investments across the many systems of care in Tulare County can help the community more effectively address homelessness.

There is not one strategy standing alone that will achieve the goal of ending homelessness in Tulare County. To be successful, the community needs a systematic and multi-faceted approach that engages the entire community – it requires investments from both the public and private sectors, dedicated resources with a laser focus on proven strategies, and collaboration and coordination across all sectors.

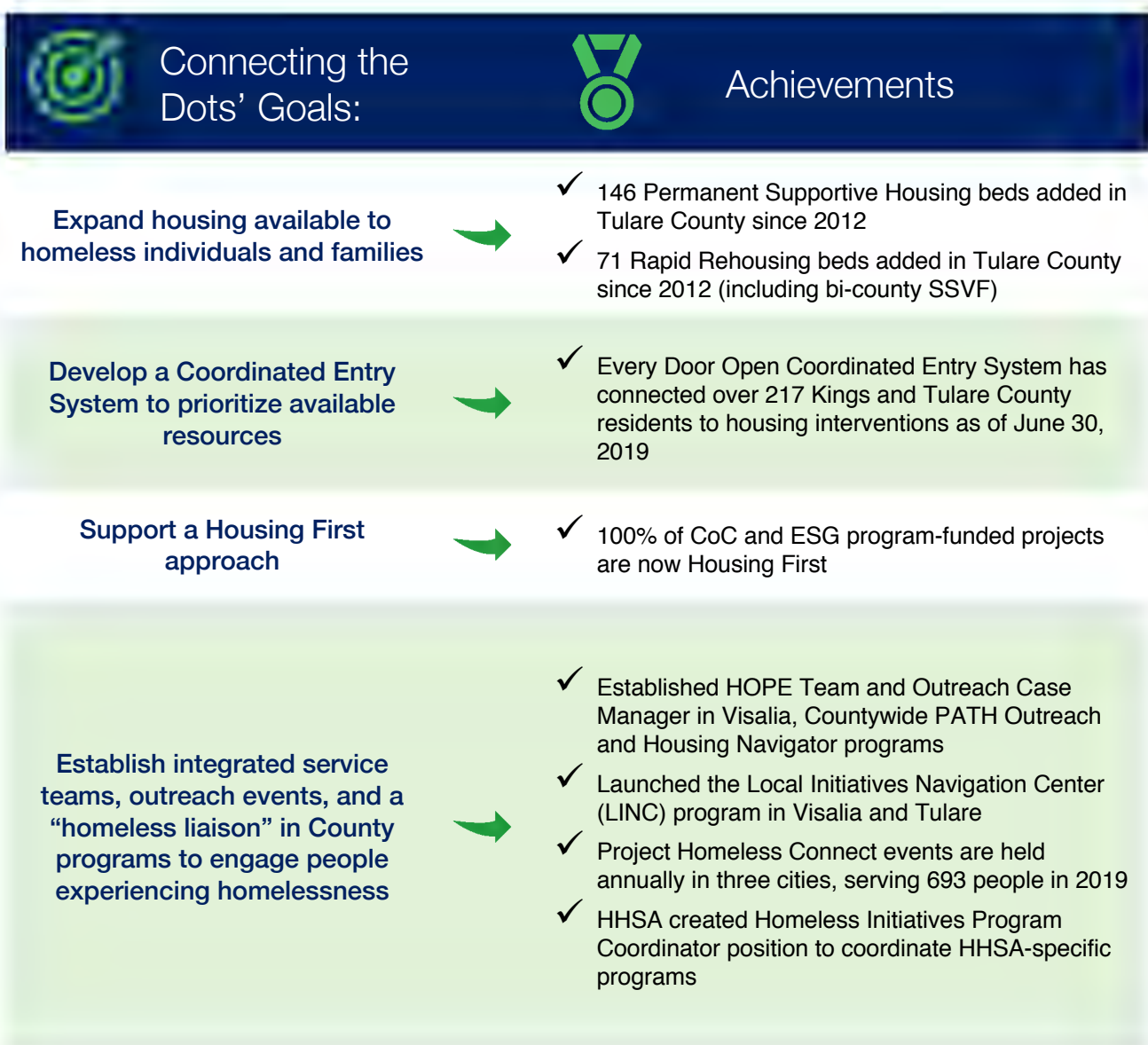
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I. INTRODUCTION

In 2011, the Continuum of Care on Homelessness that includes Tulare County released “Connecting the Dots,” a Ten-Year Plan to address homelessness in the region. Since then, local partners have made great strides in developing a system to respond to homelessness and reduce its impact on the community.

While homelessness continues to be an evolving challenge in Tulare County and across California, local accomplishments since 2011 have established an invaluable foundation for continued progress in addressing homelessness.



Enhance access for homeless people to mainstream benefits



- ✓ 2-1-1 provides thousands of Tulare County residents with connections to services
- ✓ Staff trained in SOAR connect people to Social Security resources (SSI/SSDI)
- ✓ Number of homeless people receiving SSI/SSDI increased by 161% between 2015 and 2019

Establish a regular forum for people to meet to discuss local homelessness issues



- ✓ Tulare Countywide Task Force on Homelessness established in 2017 to coordinate countywide homelessness response
- ✓ Kings/Tulare Continuum of Care and local homeless service providers meet several times per month to discuss best practices and strengthen impact

Provide trainings and community education on issues related to homelessness



- ✓ Kings/Tulare Homeless Alliance and the Countywide Task Force provide public trainings and education around homelessness and key strategies for responding
- ✓ Annual Kings/Tulare Homeless Alliance Point in Time Count reports use data to explain the state of homelessness in Tulare County
- ✓ Kings/Tulare Homeless Alliance best practices trainings support providers in strengthening outcomes
- ✓ Kings/Tulare Homeless Alliance implemented a mandatory Case Management curriculum for all CoC-funded providers

Despite these significant steps forward, homelessness in Tulare County – and across California – is continuing to rise, due to high rates of poverty and escalating costs of housing. Without meaningful, coordinated action, homelessness will continue to grow, as more of our community members lose their housing and are unable to overcome the barriers to exiting homelessness.

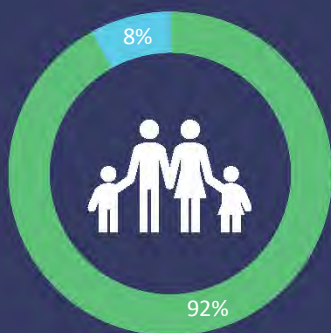
On a given night in 2019, there were 814 men, women and children experiencing homelessness in Tulare County, with 576 of those people living unsheltered on the streets, in vehicles, or in encampments. More than 90% of these individuals had their last stable residence in Tulare County.

While there are many reasons Tulare County residents may fall into homelessness – reduced work hours, medical bills or an unexpected expense, loss of a relative or mental health issues – these members of the community are living without stable housing or the support to regain it.

This Strategic Plan is based on the latest in available data and established best practices to provide an ambitious but achievable roadmap for meaningfully addressing homelessness in Tulare County. It represents the input of numerous stakeholders, including the private and public sectors, homeless service providers, housing developers, public health and behavioral health experts, and members of the faith-based community, among many others.

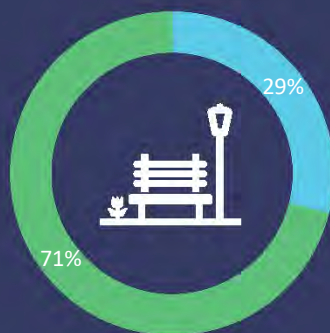
This Plan also meets the requirements of the California Department of Housing and Community Development’s No Place Like Home program, to ensure eligibility for state funding sources that can support crucial resources in addressing homelessness in Tulare County.

People Experiencing Homelessness



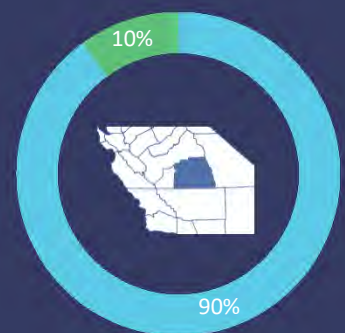
■ Adults ■ Children

Sheltered or Unsheltered



■ Sheltered ■ Unsheltered

Last Stable Residence



■ Tulare County ■ Other

II. STRATEGIC PLAN AND IMPLEMENTATION

Strategic planning processes are important and impactful. They help facilitate community-wide prioritization of key actions, foster creative and collaborative problem-solving, and provide a platform to consider resource needs and opportunities. A strategic plan is necessary to qualify for certain state and federal funding and can help bring in new resources to implement needed solutions. Having an intentional, shared plan for a coordinated homelessness response positions the Tulare County community to work together and implement the most effective strategies in addressing this community-wide challenge.

The Planning Process

This strategic plan reflects feedback and input from hundreds of community members, developed over a five-month community process. Grounded on prior work, including the Ten-Year Plan (“[Connecting the Dots](#)”) and a gaps analysis conducted in the Fall of 2018, the strategic planning process included:



Over 40 Interviews



Nearly 650 Surveys



75+ Stakeholder
Summit Participants

- An **environmental scan** of existing reports, data and research about Tulare County, the cities in the region and the health and economic well-being of the community, including homelessness and the system of care;
- **Stakeholder interviews** with more than 40 representatives from cities, County agencies, health care systems, community-based organizations, service providers, and faith-based organizations;
- **Focus groups** with direct service providers and people with lived experience of homelessness;
- A **half-day Community Summit** with more than 75 elected officials, County staff, city staff, service providers, community-based organizations, law enforcement, faith-based organizations, and individual community members;
- **Topical committee meetings** focused on increasing housing, solutions to addressing unsheltered homelessness, public communications and engagement, and strengthening supportive services for people experiencing homelessness;
- **Nearly 650 completed community surveys**, including feedback from people with lived experience of homelessness, service providers, and community leaders; and
- A series of **presentations and discussions** at public meetings of the Tulare Countywide Task Force on Homelessness.

Through this process, the community identified **the following priorities for a local vision** to respond to homelessness in the County:

- ✓ **Create a culture of collaboration and connectivity** throughout the entire region, within and among jurisdictions, across the full spectrum of the homelessness system of care, and in partnership with other safety net systems.
- ✓ **Promote a person-centered approach that is trauma-informed, empathetic and effective** for those at risk of or experiencing homelessness.
- ✓ **Communicate broadly about local successes and challenges** in dealing with homelessness in a way that is transparent and dispels myths and misunderstandings about homelessness and the local response.
- ✓ **Align the system so that there is no redundancy**, resources are committed that match the community's needs, and all key partners are accountable for supporting the solutions.
- ✓ **Foster a better understanding of how people enter homelessness** and embrace solutions that prevent homelessness from occurring at all.

Partners in Ending Homelessness

The Tulare County region benefits from a strong network of formal and informal partnerships to address homelessness. Key partners, all of whom were involved in developing this Strategic Plan, include people with lived experience of homelessness, family caregivers of people living with severe mental health issues, service providers, and local leaders to set a vision for shared goals and strategies.

Planning Coordination and Leadership. The development of this plan has been guided by the leadership of the Tulare Countywide Task Force on Homelessness and the Kings/Tulare Homeless Alliance.

Strategic Planning Partners. Together, the Tulare community has leveraged invaluable partnerships and cross-community coordination to respond to homelessness and develop the next steps described in this Strategic Plan. The following is a non-exhaustive list of partners actively engaged in addressing homelessness in Tulare County.



County Government Agencies and Officials

- Tulare County Health and Human Services (including Mental Health, Child Welfare Services, TulareWORKs, Public Health Branch, Kings/Tulare Area Agency on Aging, Alcohol and Other Drugs, Veteran's Services Office)
- Tulare County Board of Supervisors
- Tulare County Transit Agency
- Tulare County Community Action Agency (CSET)
- Tulare Office of Education
- Tulare County Sheriff's Office
- Tulare County Administration Office



Additional Partners

- Faith-Based Community Leaders
- Community Service Organizations
- Kings/Tulare Homeless Alliance
- Workforce Investment Board of Tulare County
- United Way of Tulare County
- Kings United Way



City Government Agencies and Officials

- City of Visalia
- City of Tulare
- City of Porterville
- City of Farmerville
- City of Dinuba
- Elected Officials
- Police Departments



Housing

- Housing Authority
- Affordable Housing Developers



Community Based Organizations

- Nonprofit Direct Service Providers
- Resource Centers

Strategic Plan Implementation

The Strategic Plan identifies **five goals crucial** to addressing homelessness in Tulare County in the years ahead:



Together, these five goals are key to stemming the tide of the escalating crisis and addressing the growing impacts of homelessness on the Tulare County community.

Achieving these goals, however, will require community-wide investment and commitment. Communities successful in addressing homelessness have done so only through partnerships across multiple systems, sectors, and jurisdictions. Through these partnerships, key stakeholders across the community coordinate to commit resources and personnel, support public engagement and understanding of homelessness and its solutions, and actively measure and report successes and challenges.

Successful implementation of this Strategic Plan includes:

- **Leadership and coordination** by the Tulare Countywide Task Force
- **Jurisdictional Action Committees** to carry forward strategies at the local level
- **Dedicated Topical Committees** (e.g., Housing, Supportive Services)
- **Quarterly progress reporting** by Committees to the Task Force
- **Annual evaluation** and public reporting of progress, challenges, and next steps for the year ahead
- **Backbone staffing** to facilitate and coordinate implementation across stakeholders

III. HOMELESSNESS IN TULARE COUNTY

Overview



Homelessness in Tulare County impacts everyone in the community. Despite effective programs and dedicated providers, the number of people experiencing homelessness in Tulare County is continuing to increase, in line with steep increases in homelessness across California. Each year, hundreds of Tulare County residents – neighbors, friends, and co-workers – experience a crisis that results in loss of housing. And once housing is lost, it is increasingly difficult to get back on track.



People become homeless for many reasons. Some are unable to afford skyrocketing rents. Others are working low-wage jobs that don't pay enough to cover rent, maintain a mortgage, or even put down a security deposit. For those living paycheck-to-paycheck, a few reduced working hours, a costly medical bill, or unexpected family emergency can be enough to result in a housing crisis. Still others are fleeing domestic violence or struggling with mental health issues that can make it difficult to retain stable employment. Older adults are struggling to find housing that is affordable, even with Social Security Insurance (SSI).



While homelessness, its causes and solutions are diverse and vary from person to person, the skyrocketing rates of homelessness in California are significantly driven by dramatic increases in costs of housing across the state.¹ In Tulare County, rental costs have been steadily increasing relative to wages, and the increasing cost of purchasing a home is unattainable for many residents. Median rents in the area increased by 9% between 2012 and 2017,² while the median household income increased by only 2% during the same time period.³



To truly address the crisis and develop strategies to fit the unique needs of Tulare County, we need to better understand who is experiencing homelessness in the region. The list includes veterans, young families, single adults, people with disabilities, older adults, and youth, 90% of whom had their last stable residence in Tulare County. It includes 814 people who were identified as homeless on a single night in 2019, 576 of whom were found sleeping unsheltered. This section provides a snapshot of some of the people in Tulare County who experience homelessness and the factors that contribute to the growing problem.



¹ [High costs of housing drives up homeless rates, UCLA study indicates](#), Los Angeles Times, June 13, 2018, citing [Affordability, Full Employment, and Economic Growth, the UCLA Anderson Forecast](#), June 2018.

² Tulare County Median Gross Rent Estimates in 2012 (\$805) [2012 FactFinder](#), and in 2017 (\$877), [2017 FactFinder](#) U.S. Census Bureau.

³ [Selected Economic Characteristics, 2013-2017 American Community Survey 5-Year Estimates Tulare County, California](#), American FactFinder, U.S. Census Bureau.

How Many People Are Experiencing Homelessness in Tulare County?

Every year, the Kings/Tulare Continuum of Care (CoC) conducts a “Point in Time” (PIT) Count of people experiencing homelessness on a single night in January. The PIT Count provides the best data available on the size and characteristics of the homeless population over time.⁴ In 2019, volunteers identified 814 individuals experiencing homelessness in Tulare County on the night of the count.

The number of people who experience homelessness in Tulare County over the course of a year, however, is much higher. This is because the Point in Time Count only measures the number of people who are homeless on a given day and does not account for the many people who fall in and out of homelessness during the rest of the year. According to the Kings/Tulare Homeless Management Information System (HMIS) database, at least 3,194 people experienced homelessness in Tulare County at some point during 2018.

Like the rest of the state, the number of people experiencing homelessness in Tulare County has increased significantly. Since 2015, the number of people identified as homeless in the Tulare County PIT Count has increased by 178 people, an increase of almost 30%.

Point-In-Time Homelessness In Tulare County



These increases are comparable to the increases experienced across California and the Central Valley.

⁴ All population data in this report is taken from the PIT Count unless otherwise specified. PIT Count reports can be found on the Kings/Tulare Homeless Alliance website here: <https://www.kthomelessalliance.org/point-in-time>. The Point in Time Count uses a definition of homelessness mandated by the U.S. Department of Housing and Urban Development (HUD). This definition counts people as homeless when they are living in a place not meant for human habitation (such as an encampment, tent, or vehicle), emergency shelters, or transitional housing. People who are doubled up or couch surfing are not counted as homeless under this definition.

Point-in-Time Count Changes: California and the Central Valley

	2015 Total	2019 Total	Increase	Unsheltered in 2019	2019 Unsheltered Percentage	Chronically Homeless in 2019	2019 Chronically Homeless Percentage
Sacramento Steps Forward⁵	2,659	5,570	+109%	3,900	70%	Not publicly available	n/a
San Joaquin CoC⁶	1,708	2,629	+54%	1,558	59%	752	29%
Stanislaus Community System of Care⁷	1,408	1,923	+37%	1,088	57%	285	15%
Fresno Madera CoC⁸	1,722	2,508	+46%	2,069	82%	698	28%
Kern County Homeless Collaborative⁹	954	1,330	+39%	805	61%	Not Reported	N/A
Tulare County (part of Kings/Tulare CoC)	636	814	+28%	576	71%	244	30%
California*¹⁰	115,738	129,972*	+12%**	89,543*	69%	34,332*	26%

* At the time of publication, California-wide aggregate data was not available for 2019, therefore California data is from 2018.

**Increase for 2015-2018, as California-wide aggregate data for 2019 was not available.

⁵ [2015 CoC Homeless Populations and Subpopulations Reports, CA-503: Sacramento City and County CoC](#), HUD Exchange; [Homelessness in Sacramento County: Results from the 2019 Point-in-Time Count](#), California State University for Sacramento Steps Forward, June 2019.

⁶ [2015 CoC Homeless Populations and Subpopulations Reports, CA-511: Stockton/San Joaquin County CoC](#), HUD Exchange; [San Joaquin Continuum of Care Report on the Point in time Count of the Sheltered and Unsheltered Homeless](#), April 2019.

⁷ [2015 CoC Homeless Populations and Subpopulations Reports, CA-510: Turlock, Modesto/Stanislaus County CoC](#), HUD Exchange; [2019 Stanislaus County Point-In-Time Count Survey Results](#), Modestogov.com.

⁸ [2015 CoC Homeless Populations and Subpopulations Reports, CA-514: Fresno City and County/Madera County CoC](#), HUD Exchange; 2019 HDX Competition Report, PIT Count Data for CA-514 - Fresno City & County/Madera County CoC.

⁹ [2015 CoC Homeless Populations and Subpopulations Reports, CA-604: Bakersfield/Kern County CoC](#), HUD Exchange; [2019 Homeless Point-in-Time County Reflects 50% Increase](#), Kern County Homeless Collaborative, 2019

¹⁰ [2015 CoC Homeless Populations and Subpopulations Report – California](#), HUD Exchange; [2018 CoC Homeless Populations and Subpopulations Report – California](#), HUD Exchange.

Where do People Experiencing Homelessness Stay?

The vast majority – at least 71% – of people experiencing homelessness in Tulare County are living unsheltered on the street or another outdoor location, in a vehicle, in abandoned buildings, or encampments. The rate of unsheltered homelessness has increased significantly since 2015 when 56% of people experiencing homelessness were sheltered and only 44% were unsheltered. While homelessness has increased by 178 people since 2015, the number of available emergency shelter beds has decreased by 11.5% over the same time period.

People who live unsheltered are more vulnerable than other people experiencing homelessness. By living unsheltered, they are exposed to greater risks, often are in poorer health, and have less access to health care services. They are more likely to have behavioral health challenges and/or be involved in the criminal justice system. And, they are more likely to experience premature death.

Many of those living without shelter are the community's most vulnerable residents. Over 83% of homeless veterans, 86% of older adults 55 years and older, and 89% of homeless adults with disabilities are unsheltered. As a result, many of those who most need treatment, care and support are living without shelter, often in remote locations or encampments, disconnected from services.

Place Slept Last Night 2019 PIT Count:

Transitional Housing



15%

Emergency Shelter



14%

Unsheltered



71%

Veterans



83% Unsheltered

Disability



89% Unsheltered

Unaccompanied Youth



49% Unsheltered

Adults 55+



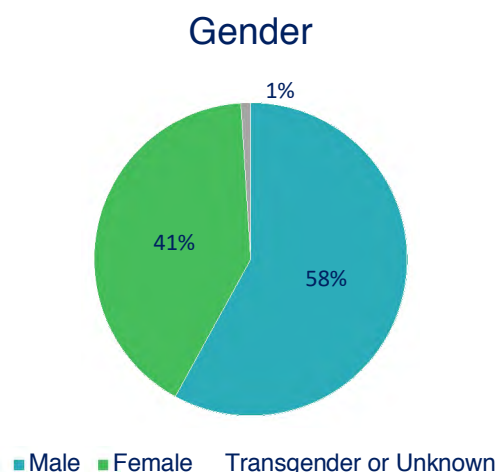
86% Unsheltered

Who is Experiencing Homelessness in Tulare County?

Homelessness in Tulare County is a crisis both invisible and visible. While the community's growing unsheltered population has been the source of significant public attention, homelessness for many other residents is more hidden. This can result in misunderstandings about the tremendous diversity of Tulare County residents – families and individuals, young children and seniors – who are experiencing the crisis of homelessness and require additional support to return to housing.

Gender

While men comprise the majority of people experiencing homelessness in the County, over 40% of people experiencing homelessness are women. Seventy-three percent of men experiencing homelessness are living unsheltered, while 67% of women are sleeping without a roof over their heads. Women who are homeless are at particularly high risk of experiencing assault, victimization, and other physical harm, especially if living unsheltered.



Families with Children and Young Adults

The 2019 PIT Count identified 32 households with children and 48 households with unaccompanied or parenting youth (ages 18-24) experiencing homelessness. While the overall number of unaccompanied youth has gone down since 2015 (61 in 2015, 55 in 2019), more and more youth are living unsheltered, increasing from 38% in 2015 to 44% in 2019. Over 1 in 5 homeless families with children are living without shelter.

Over the course of a year, many more Tulare County children experience homelessness than are captured in the PIT Count. Under the federal McKinney-Vento Act, schools are also required to track students experiencing homelessness, using a definition of homelessness that also includes youth who are couch surfing or doubled-up (e.g., with multiple families sharing the same space).¹¹ In the 2017-18 school year, Tulare County schools reported 3,150 school age children experiencing homelessness under that definition.¹²

¹¹ 42 U.S.C. §11434(2)(B), McKinney-Vento Act, U.S. Department of Education.

¹² See excel spreadsheet, [County Office Homeless Liaison Contact List with 2017–18 Enrollment information](#), line 58, "Homeless Enrolled," California Department of Education, April 25, 2019.

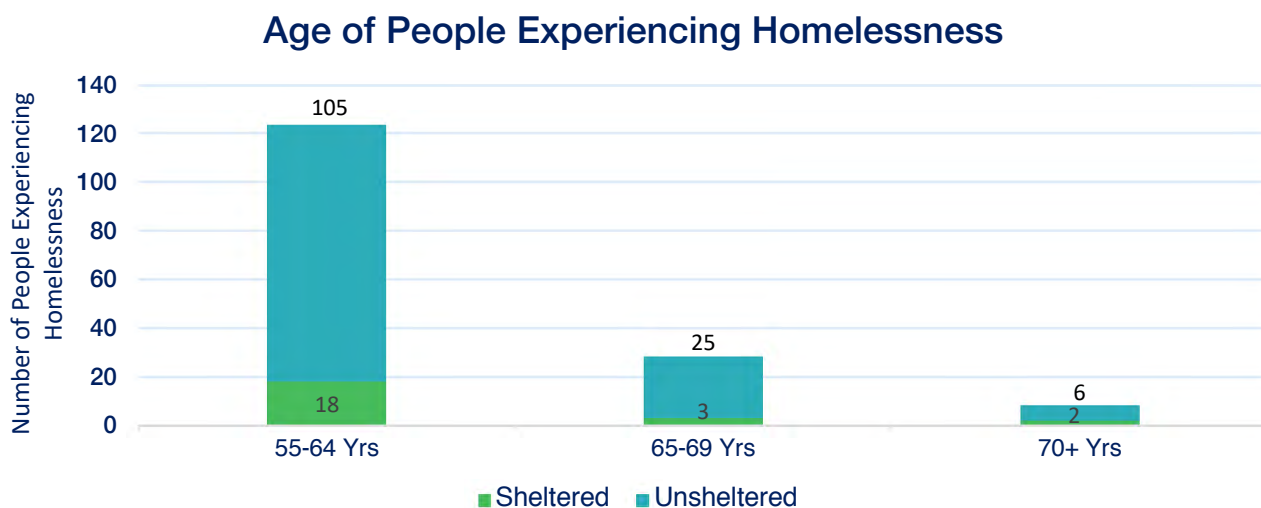
Survivors of Domestic Violence

Domestic violence is a significant cause and consequence of homelessness. In Tulare County, over 10% of those who responded to the survey question (46 out of 436) indicated that they were currently fleeing domestic violence.

People who are fleeing domestic violence often lack the resources or support networks to obtain other permanent housing. Domestic violence survivors are faced with complicated situations and hard choices that make it harder for them to stay safe or find secure permanent housing, such as insufficient credit or rental history. Many women may enter unsafe situations in an effort to escape homelessness.

Older Adults

Consistent with national patterns, the homeless population in Tulare County is rapidly aging. The number of people experiencing homelessness in 2019 who were at least 55 years old (159 people) has almost doubled since 2015 (85 people). Adults age 55 or older now account for 1 out of every 5 individuals who are homeless, and this number is expected to continue to increase, due in part to the high costs of housing and health care that are increasingly unaffordable.¹³



Older adults who are homeless face unique challenges and often require special support. People experiencing homelessness age more rapidly than others who are housed and older adults with extensive histories of homelessness typically present as much older than their biological age reflects.¹⁴ They may be more challenged with activities of daily living, with poor eyesight, balance, and hearing challenges. Older adults are also more likely to suffer from cognitive impairments and are more likely to present with depression. They may require more

¹³ [Demographics of Homelessness Series: The Rising Elderly Population](#), April 2010.

¹⁴ [Homeless people suffer geriatric conditions decades early, UCSF study shows](#), UCSF, February 2016.

medical interventions, compared to the general population of people experiencing homelessness. Despite the special needs and vulnerability of seniors experiencing homelessness in Tulare County, 86% of homeless older adults over age 64 were living unsheltered.

Veterans

Forty-eight Veterans of the U.S. military were counted in Tulare County during the 2019 PIT Count with 40 living unsheltered, living in cars, encampments or on the streets. One out of two Veterans are chronically homeless, meaning that they have a disability and have been homeless for an extended length of time (at least a year).

Persons with Disabilities

Over half of the people identified during the 2019 PIT Count have at least one disability – and many have multiple chronic conditions that make it difficult to complete normal day-to-day activities. Some of these individuals became homeless due to complications relating to their disabilities, while many others may have acquired their disabilities or had their disabilities compounded due to the trauma of being homeless.

Of the 532 homeless adults with disabilities, 89% were living without shelter. Close to half are chronically homeless, which means they have been homeless for at least one year.

Of the 453 homeless adults reporting barriers:



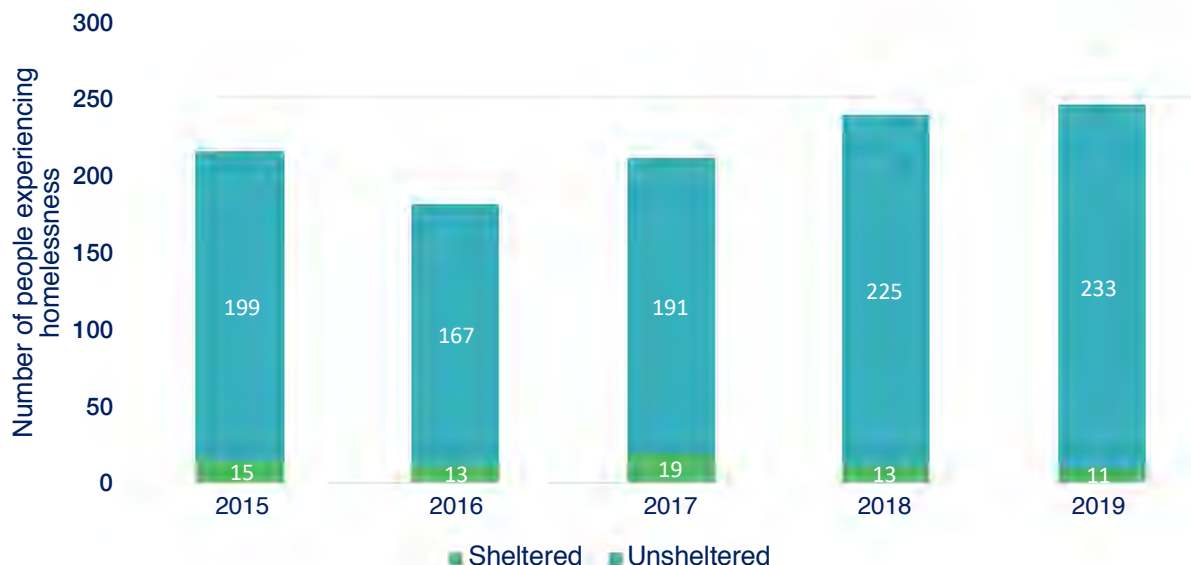
Chronically Homeless

According to the 2019 PIT Count, 244 Tulare County residents were identified as chronically homeless. A person is considered chronically homeless when they have been homeless for at least a year, either 12 months consecutively or over the course of at least 4 separate occasions in the past 3 years. To be chronically homeless, the individual or head of household must also have a disability. Over 95% of chronically homeless persons live unsheltered.

People who are considered chronically homeless have often experienced extensive trauma and have severe service needs. While interventions such as Permanent Supportive Housing have been proven to be extremely effective in supporting people experiencing chronic homelessness

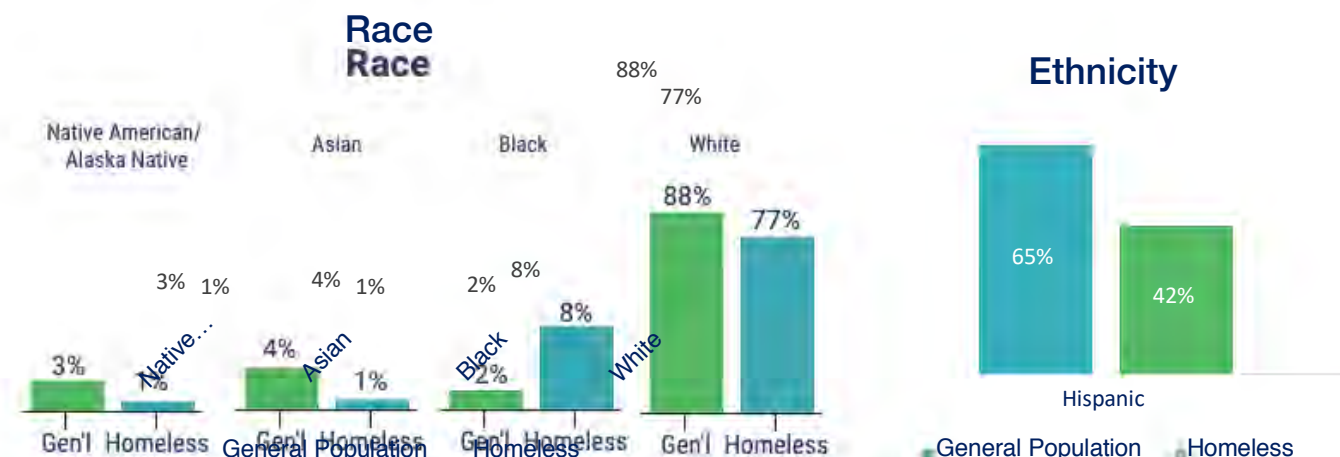
to regain stable housing, people with extensive histories of homelessness often require intensive service engagement and relationship-building with street outreach and other providers to establish a foundation of trust and rapport to successfully exit homelessness.

Chronically Homeless Individuals 2015-2019



Race and Ethnicity

The burden of homelessness disproportionately impacts certain people of color in Tulare County. While 88% of Tulare County's population is white, only 77% of the people experiencing homelessness are white. Yet, while only 2% of the Tulare County population are Black, Black people experiencing homelessness comprise 8% of the overall homeless population. In contrast, while 65% of Tulare County residents identify as Hispanic/Latino, this group makes up only 42% of the homeless population.¹⁵



¹⁵ [Tulare County, California Quick Facts](#), U.S. Census Bureau.

No Place Like Home Target Population/Persons Experiencing Homelessness with Behavioral Health Challenges

Adults/Older Adults with Serious Mental Illness (SMI):

While severe mental illness (SMI) disproportionately impacts people experiencing homelessness, many Tulare County residents who are not experiencing homelessness also suffer from mental illness and other challenges. In the Tulare/Kings/Kern/Inyo County region, 18% of adults (age 18 and older) reported that they had a mental illness. Four percent reported a serious mental illness, 11% received mental health services within the year, and 4% had serious thoughts of suicide.¹⁶

Of the 3,194 people experiencing homelessness who received services in 2018, 17% reported a serious mental illness, while 5% have co-occurring disorders, and 4% have both a physical disability and serious mental illness.¹⁷

The chart below indicates how those with serious mental illness, co-occurring disorders, and physical disability and SMI experience homelessness in the County (whether in permanent supportive housing, Rapid Rehousing, transitional housing, in shelters, or unsheltered).

SMI/Co-Occurring Disorders in HMIS (2018):

	Total Homeless	Chronically Homeless	In PSH	In RRH	In TH	In Shelter	Unsheltered
Total Persons	3,194	14%	2.5%	1.3%	5.6%	35%	55%
SMI	17%	28%	7%	<1%	2%	6%	43%
Co-occurring disorders	5%	53%	10%	1%	5%	8%	75%
Physical Disability and SMI	4%	49%	9%	<1%	0%	9%	81%

While only 7% of the total population of Tulare County identified as having a mental or physical disability in 2018, those rates are significantly higher for those experiencing homelessness in 2019.

¹⁶ The National Survey on Drug Use and Health (NSDUH) is an annual survey conducted from January through December of people age 12 or older and is sponsored by the Substance Abuse and Mental Health Services Administration (SAMHSA). The survey collects information from individuals residing in households, noninstitutionalized group quarters (e.g., shelters, rooming houses, dormitories), and civilians living on military bases. Most of the data is reported for the state of California, but there is some information broken down by subregions of a state. Tulare County data is part of region 17R and includes Kings, Kern, and Inyo county information. There is no publicly available data for Tulare County individually. [2014-2016 NSDUH substate region estimates](#).

¹⁷ This data is from the Kings/Tulare Homeless Management Information System (HMIS).

Percentage of Homeless Adults who Responded to the Question Whether They were Living with Barriers Including Mental Illness, Substance Use Disorder, or Physical Disability (2019 Point-in-Time Count)

	Mental Illness	Substance Use Disorder	Physical Disability
Homeless	45%	32%	40%
Chronically Homeless	61%	37%	54%

Children with Severe Emotional Disturbance:

Although data regarding the number of children with a serious emotional disturbance is not fully tracked by any single source, there are a variety of resources that identify the number of children and youth receiving mental health services.

Children and youth enrolled in the Medi-Cal program are eligible for Specialty Mental Health Services. Over 6,000 children and young adults up to age 21 (4.6% of Medi-Cal enrollees) received Specialty Mental Health Services in Tulare County in Fiscal Year 2016-17.¹⁸ Of those, more than 4,200, or 69%, had five or more specialty mental health services within the year.¹⁹ Seven hundred Tulare County children and youth received continuous specialty mental services with no breaks in service greater than 90 days for a period of at least 2 years.²⁰

Reasons for Homelessness in Tulare County

Poverty and Unemployment

As one of the poorest counties in California, Tulare County residents often experience a dual burden of depressed income and escalating housing costs. Nearly 1 in 4 families were living below the federal poverty line in 2017 (for 2019, that means income of less than \$25,750 for a family of four).²¹ With a median household income at 33% less than the average statewide, many Tulare County households are living paycheck to paycheck.²² As a result, a single crisis – an expensive medical bill, lost wages to care for a family member, reduction in work hours or a job loss – can result in loss of home. Tulare County also experiences some of the highest unemployment in the state. In 2018, residents experienced unemployment at twice the rate of California or the U.S. as a whole.²³

¹⁸ [Performance Outcomes System. County-level reports. Tulare County](#), Department of Health Care Services, September 2018

¹⁹ Ibid, page 9. The mean service needs across the population, per each unique beneficiary, included 11 days in a psychiatric health facility, 16.75 hours per beneficiary for full day intensive treatment, and 3.4 hours of crisis intervention. Ibid, page 11.

²⁰ Ibid, page 14.

²¹ [Selected Economic Characteristics. 2013-2017 American Community Survey 5-Year Estimates](#) Tulare County, California, American FactFinder, U.S. Census Bureau.

²² [Selected Economic Characteristics. 2013-2017 American Community Survey 5-Year Estimates](#) State of California, American FactFinder, U.S. Census Bureau.

²³ [Visalia/Porterville/Metropolitan Statistical Area \(MSA\). Tulare County](#), California Employment Development Division, August 16, 2019.

Rates of Unemployment, Poverty, and Median Income: California and the Central Valley

Location	Unemployment ²⁴	Poverty ²⁵	Median Income ²⁶
Fresno County	7.3%	21%	\$48,730
Kern County	8.4%	21%	\$50,826
Merced County	8.4%	23%	\$46,338
Sacramento County	4%	14%	\$60,239
San Joaquin County	6.3%	15%	\$57,813
Stanislaus County	6.6%	14%	\$54,260
Tulare County	10%	24%	\$44,871
Total California	3.5%	13%	\$67,169
Total United States	3.4%	12%	\$57,652

Rising Costs of Housing

California is in a housing crisis – and particularly an affordable housing crisis. Across the state – and throughout the country – affordable housing is less and less available; rent prices are increasing at an alarming rate, impacting individuals and families working hard at minimum or low-wage jobs, seniors and people with disabilities on fixed incomes, and single-income families with children. More and more people are devoting a significant portion of their income to housing costs. For many, that means homelessness is just one health crisis, missed paycheck, or family tragedy away.

Tulare County is not immune to the crisis. As part of the Central Valley, Tulare County resides in one of the only regions in the state that had a decline in the number of active single-family listings between 2018 and 2019.²⁷ At the same time, the median price of single-family homes in Tulare County increased by 2.5%.²⁸ The minimum qualifying income for a median cost home in Tulare County is 9% higher than the median area household income.²⁹

In 2017, the average family of four in Tulare County spent over \$10,000 a year (\$842 per month) on housing.³⁰ For 1 in 4 families in Tulare County living below the federal poverty level, housing costs make up at least 40% of their income.³¹

²⁴ [Metropolitan Statistical Area \(MSA\), California Counties](#), Employment Development Division, August 16, 2019. Data for Metropolitan Statistical Areas do not always track exactly to the county geography.

²⁵ [Selected Economic Characteristics, 2013-2017 American Community Survey 5-Year Estimates](#)

Tulare County, California, American FactFinder, U.S. Census Bureau.

²⁶ Ibid.

²⁷ [Median Sold Price of Existing Single Family Homes](#), California Association of Realtors, July 2019.

²⁸ [Active Listings of Existing Single Family Homes](#), California Association of Realtors, July 2019.

²⁹ Median cost of a home is \$50,000. [California Housing Affordability Update: Traditional Housing Affordability Index Q-1 2019](#), California Association of Realtors. Accessed on July 1, 2019.

³⁰ [Family Budget Fact Sheets, Tulare County](#), Economic Policy Institute.

³¹ [Tulare County's Housing Emergency Update](#), California Housing Partnership, May 2019.

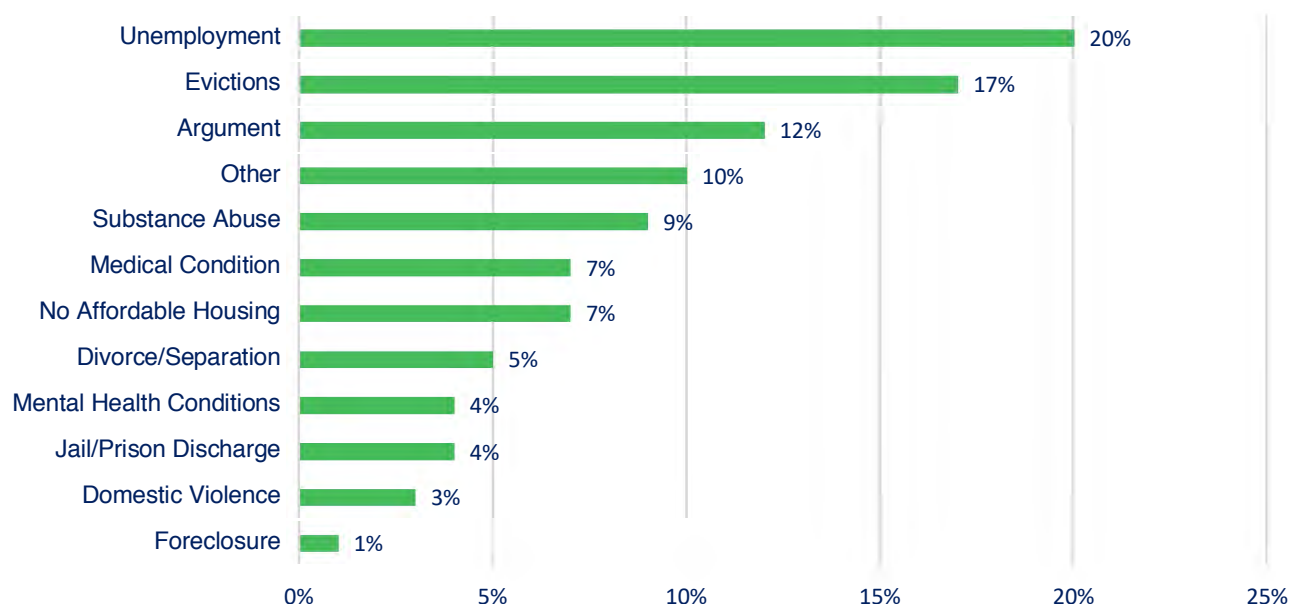
The availability of affordable housing in the area has failed dramatically to meet the needs. Little housing for very low-income and low-income families has come on the market in recent years, with relatively few affordable homes in development.³² Reports indicate that there is little inventory for first-time home buyers (the percent of first-time home buyers in 2018 was 33%, significantly lower than the historical norm of 40%).³³

Causes of Homelessness

Homelessness is impacting a tremendous number of Tulare County residents, from single adults and families to veterans and youth. The causes of homelessness in Tulare County are equally diverse, from medical emergencies to domestic violence and divorce. However, the primary causes of homelessness are loss of employment and evictions. In fact, in 2019, more than 1-in-3 people experiencing homelessness in the county reported unemployment or eviction as the cause of homelessness.

Comparing 2015 to 2019, housing-related issues are increasing as the reason for why Tulare County residents experience homelessness. In 2015, 1 in 6 people experiencing homelessness indicated housing-related issues as their reason for homelessness (evictions, no affordable housing, foreclosure and/or substandard housing). Fewer than 5 years later, nearly 1 in 4 identified housing-related issues (eviction, foreclosure, sub-standard housing, or no affordable housing) as the reason for homelessness.

2019 Causes of Homelessness



³² [Final Regional Housing Needs Plan for Tulare County](#), 2014-2023, Tulare County Association of Governments (TCAG), May 2014.

³³ [Tulare County bucks national home-buying trends: Schools remain most important](#), USA Today, November 3, 2018.

IV. TULARE COUNTY'S HOMELESS RESPONSE SYSTEM: THE OPPORTUNITIES AND CHALLENGES

Overview



Tulare County has a tremendous system of passionate, impactful providers dedicated to addressing homelessness. While resources specific to homelessness are limited, they are being targeted to the people who most need them, with programs that are using the best available approaches and a system that works hard to connect people as quickly as possible.



In recent years, the Kings/Tulare Homeless Alliance, Tulare County Health and Human Services Agency (HHSA), and local homeless service providers have successfully secured new state and federal funding, and are targeting this funding toward effective, proven strategies to support families and individuals exit homelessness. Without these extraordinary efforts, the impacts of homelessness on the Tulare County community would be much worse.



At the same time, the region continues to struggle with some of the highest rates of people becoming homeless for the first time, people returning to homelessness from permanent housing, and people living without shelter, as compared with comparably sized Continuums of Care in California. The fact is, the community in Tulare County does not have nearly enough services available to meet the growing need.



Looking ahead to 2025, the Tulare community has the opportunity to build on this strong foundation in a long-lasting way. With an effort focused around key areas – leadership and coordination, permanent solutions, connecting people to the system (including special subpopulations), and homelessness prevention – the community will be well positioned to enhance and improve the current system and anticipate and address the challenges ahead. This section provides an overview of the current system and the challenges that must be addressed in order to meaningfully impact homelessness in Tulare County.



Leadership & Coordination

Homelessness is a community-wide challenge that requires partnership between numerous jurisdictions, agencies, and sectors. Communities that are making headway in addressing homelessness have invested in effective, centralized leadership to coordinate efforts and implement shared strategies, ensuring that community resources are being used as effectively as possible. While the Tulare community has established a strong foundation for coordinated partnerships between providers through the Continuum of Care, greater investment and collaboration is needed by jurisdictional and system-level stakeholders to collectively achieve shared goals.

Collective Impact is an established approach for solving complex regional challenges – such as homelessness – across multiple partners, sectors and systems. To succeed, this approach requires:

- ✓ *A common agenda and coordinated plan of action to achieve shared objectives and strategies*
- ✓ *Continuous communication, including developing trust and a common vocabulary*
- ✓ *Shared measurement systems for monitoring impact*
- ✓ *A “backbone” person to plan, manage, and support the initiative, supporting stakeholders to work together with a sense of focus and urgency*

Successful strategic plan implementation requires community-wide engagement, including established systems of accountability and regular public messaging and communication between all partners. Investment in centralized, backbone staffing is crucial to coordinate key stakeholders in working together, tracking successes and addressing challenges, and ensuring the public is engaged and informed about homelessness and local solutions.

Current System

In Tulare County, the Kings/Tulare Homeless Alliance (KTHA) and the Tulare Countywide Task Force on Homelessness provide centralized countywide leadership and coordination, while the Homeless Management Information System (HMIS), Every Door Open Coordinated Entry System, and United Way of Tulare County 2-1-1 Hotline provide infrastructure to distribute resources and monitor programs and outcomes between multiple partners.

The Tulare Countywide Task Force on Homelessness was launched in 2017 to coordinate the countywide homelessness response. Representatives from city jurisdictions, county agencies, nonprofit providers, the faith community, and other partners meet monthly to align the work being done to address homelessness. As a cross-system entity, the Task Force is well-positioned to guide countywide coordination around shared strategies. The Task Force commissioned this Strategic Plan to establish a roadmap for moving forward and strengthening community-wide impact on homelessness.

Task Force Membership



The Kings/Tulare Homeless Alliance (KTHA) leads the homelessness Continuum of Care (CoC) for both Tulare and Kings Counties. In this role, KTHA applies for important sources of federal and state funding and works closely with direct service providers to build strong, coordinated programs to address homelessness. KTHA also manages countywide systems, such as Coordinated Entry, to strengthen the community's homelessness response.

- ✓ *Coordinates monthly CoC meetings, including training and support for service providers to maximize impact.*
- ✓ *Coordinates several community-wide initiatives, such as Coordinated Entry, the Case Managers Roundtables, Project Homeless Connect, and the annual Point in Time Count.*
- ✓ *Manages the annual HUD Continuum of Care application process, successfully growing Kings/Tulare Counties annual federal CoC funding to \$2,354,941 – a 285% increase since 2012.*
- ✓ *Manages the Landlord Mitigation Fund and the Housing Flex Fund.*
- ✓ *Coordinates the Local Initiatives Navigation Centers in both Visalia and Tulare.*

System Infrastructure

The Kings/Tulare **Every Door Open Coordinated Entry System** was launched in 2015 to ensure the limited homelessness resources available are used as efficiently as possible for the

people most in need. Coordinated Entry provides a centralized approach to connect the region's most vulnerable homeless residents to housing through a single community-wide assessment tool and program matching system.

- ✓ *In the four years from mid-2015 to June 30, 2019, Every Door Open provided 1,637 assessments to Tulare County households experiencing homelessness.*
- ✓ *During the same time period, Every Door Open enrolled over 150 Tulare County households to permanent housing, including 77 in PSH and over 60 in RRH.*
- ✓ *Through monthly Case Manager Roundtable meetings, Every Door Open coordinates outreach, service matching, and eligibility documentation to expedite the use of available resources.*

United Way of Tulare County 2-1-1 is a centralized non-emergency phone number and website that connects thousands of community members each year to a wealth of services and resources related to housing, health, behavioral health, income, legal issues, education and other needs.

- ✓ *Refers people to the Every Door Open Coordinated Entry System (550 referrals in 2018), ensuring access for people in need who might not connect to the system in other ways.*
- ✓ *Connects households at risk of homelessness to resources that prevent them from becoming homeless and help them stay housed.*
- ✓ *In 2018, 2-1-1 received 472 calls regarding At Risk/Homeless Housing Related Assistance Programs (an increase from 65 calls in 2017), 184 calls about Homeless Permanent Supportive Housing, 734 calls about homeless shelter, 137 calls about rental assistance, and 1,404 calls about low-income/subsidized housing.*

The Kings/Tulare County **Homeless Management Information System (HMIS)** is a centralized database for tracking service delivery and impact, operated by Kings United Way. Through the HMIS, the community monitors the performance of individual programs and the overall system for continued improvement. The data collected through HMIS helps ensure the Tulare community understands the homeless population and can tailor its services to meet those needs. HMIS also supports coordinated service provision for individuals that may move frequently and are often difficult to track. The HMIS meets state and federal requirements, ensuring competitiveness for funding.

- ✓ *The HMIS is used by 21 agencies to track hundreds of PSH, RRH, transitional housing, and emergency shelter beds in Kings and Tulare Counties. Since upgrading to a new software in 2008 the HMIS's effectiveness has continued to expand.*
- ✓ *The HMIS held the data for 3,194 individuals experiencing homelessness in Tulare County in 2018, an increase from 2,951 in 2017.*
- ✓ *The HMIS generates annual "System Performance Measures," that track progress and challenges in addressing homelessness, including housing stability of formerly homeless households and the number of people in the community falling into homelessness for the first time.*

Challenges

Lack of county-wide consensus around solutions and next steps to addressing homelessness.

Tulare County has made significant strides in community-wide collaboration since the 2011 “Connecting the Dots” strategic plan. However, more is needed to coordinate resources, align the homeless response across jurisdictions, and further break down siloes that impair communication and collaboration.

- ✓ *Tulare County lacks a shared set of strategies agreed to by all stakeholders countywide. As a result, people and agencies that should be working together are working in isolation, which causes duplication. The lack of coordination also spreads resources thinly across solutions that are not always the most effective in addressing homelessness, rather than focusing resources on the most impactful next steps.*
- ✓ *The lack of funding for dedicated full-time staffing to support county-wide coordination means that the community is missing out on opportunities for partnership and increasing overall resources.*

Public misunderstandings about homelessness and the most impactful solutions.

Homelessness is growing across the state of California, and there are many myths and misconceptions around why people are homeless and the programs and services that work best in solving the problem. Rising costs of housing, combined with wages that are not keeping pace, are driving rising rates of homelessness in Tulare County and across the state. A deeper understanding of homelessness and its solutions will strengthen community support for critical next steps.

- ✓ *The most common causes of homelessness in Tulare County are unemployment and eviction.³⁴ While many people experiencing homelessness have a disability that is a barrier to regaining stable housing, this disability is often the result of their homelessness rather than its cause. Only 13% of people experiencing homelessness became homeless because of mental health issues or substance use disorder.*
- ✓ *The vast majority – at least 90% – of people experiencing homelessness in Tulare County had their last stable residence in Tulare County.*
- ✓ *There are several programs and services in Tulare County that are extremely effective in addressing homelessness – the problem is, there is not nearly enough of these programs and services to meet the need.*

³⁴ 37% of people experiencing homelessness reported becoming homeless because of eviction or unemployment in the 2019 PIT Count.

Permanent Housing Solutions



Permanent housing programs, such as Permanent Supportive Housing (PSH) and Rapid Rehousing (RRH), are well-established as some of the most cost-effective and successful strategies to address homelessness.



These programs provide subsidized housing, combined with the supportive services the household needs to retain that housing and attain long-term stability. Services can include case management, connections to employment and public benefits, and medical, mental health, and substance use treatment. The programs tailor services to the unique needs of each household and successfully support many Tulare County residents each year to permanently exit homelessness and regain self-sufficiency.

Housing First

Most PSH and RRH programs in Tulare County have adopted a **Housing First/Low Barrier** approach. Housing First is a well-accepted national best practice that eliminates barriers to housing, ensuring individuals and families can exit homelessness as quickly as possible. Under a Housing First approach, people experiencing homelessness are supported in returning to housing as quickly as possible, often through supportive housing programs that have no pre-requisites, preconditions, or program participation requirements. Housing First does not mean “no rules,” but it does mean no unnecessary rules that could prevent people from entering the program.

The Housing First approach has been extremely successful in reducing the length of time households are homeless, preventing returns to homelessness, and supporting participants’ long-term stability and well-being. Research suggests Housing First program participants are 2.5 times more likely to be housed after 18-24 months than other programs.³⁵

Multiple studies show that Housing First significantly reduces the costs of homelessness on communities, for example:

- A study of 700 veterans across 14 medical centers showed a 32% reduction in VA health care costs for those receiving a Housing First intervention, with intensive inpatient costs down by 54%.³⁶

³⁵ Baxter AJ, Tweed EJ, Katikireddi SV, et al. [Effects of Housing First approaches on health and well-being of adults who are homeless or at risk of homelessness: systematic review and meta-analysis of randomised controlled trials](#). J Epidemiol Community Health 2019; 73.

³⁶ Montgomery, Ann Elizabeth, Lindsay Hill, Dennis P. Culhane, Vincent Kane. U.S. Dept. of Veterans Affairs, Housing First Implementation Brief, August 2014. Available at <https://www.va.gov/homeless/nchav/docs/Housing-First-Implementation-brief.pdf>. Further program information and links to publications available at <https://www.va.gov/homeless/nchav/models/housing-first.asp>. Sites included Bay Pines (FL), Bedford/Boston, Chicago, Dallas, Denver, Detroit, Los Angeles, New Orleans, New York City, Philadelphia, Portland, San Francisco, Syracuse, and Washington, DC.

- The City of Albuquerque saw a 64% reduction in jail costs and 84% reduction in costs for in-patient medical and mental health visits after one year of using a Housing First approach.³⁷
- Another study found that providing a Housing First intervention saved the system \$2,449 per person per month.³⁸

In Tulare County, 81 households have entered Housing First Permanent Supportive Housing from 2017 to mid-2019. Year-over-year, approximately 95% continue to remain stably housed. While the exact cost savings has not been calculated specifically for Tulare County, the community's PSH programs have likely saved tens of thousands of dollars in first responder and emergency service costs.

The Current System

PSH and RRH Programs

The Tulare County region has a variety of PSH and RRH programs, funded through several sources including Continuum of Care, Emergency Solutions Grant, CalWORKS, HUD's Veterans Affairs Supportive Housing (VASH), Supportive Services for Veteran Families (SSVF), Housing Authority program vouchers, and the Mental Health Services Act (MHSA). The primary source of funding used for PSH and RRH in Tulare County is from the HUD Continuum of Care program; in the 2018 competition, the CoC won \$1,960,095, for PSH and RRH across Kings and Tulare Counties.

Increasing these resources has also increased the number of people moving from homelessness to permanent housing. While 52 people exited street outreach to permanent housing in 2016-17, that number doubled in 2017-18 to 105, increasing the percent of people who are working with street outreach staff and have successful outcomes from 45% to 62%.

Permanent Supportive Housing provides long-term housing with intensive supportive services to persons with disabilities. These programs typically target people with extensive experiences of homelessness and multiple vulnerabilities and needs who would not be able to retain housing without significant support.

Rapid Rehousing provides housing subsidies and tailored supportive services for up to 24-months, with the goal of helping people to transition during that time period to more permanent housing. RRH is funded primarily through CoC and ESG programs, TulareWORKS, and Supportive Services for Veteran Families.

³⁷ Paul Guerin, Anne Minssen, City of Albuquerque Heading Home Initiative Cost Study Report Phase 1, Institute for Social Research, May 2016. Available at <http://isr.unm.edu/reports/2013/city-of-abq-heading-home-initiative-cost-study-phase-1.pdf>

³⁸ M. Larimer, D. Malone, M. Garner, et al. "Health Care and Public Service Use and Costs Before and After Provision of Housing for Chronically Homeless Persons with Severe Alcohol Problems." *Journal of the American Medical Association*, April 1, 2009.



Rapid Rehousing

- ✓ *Tulare County has 104 RRH beds, operated by 3 agencies – an increase of 71 beds since 2012 (including bi-county SSVF).*
- ✓ *A total of 956 people have been assessed as needing RRH since mid-2015, with 60 households actually enrolling in an RRH program after passing eligibility requirements, compiling needed paperwork, and locating a housing unit.*



Permanent Supportive housing

- ✓ *Tulare County has 238 PSH beds operated by 6 agencies – an increase of 146 since 2012, with at least 26 additional units under development.*
- ✓ *A total of 590 people have been assessed as needing PSH since mid-2015, with 77 Tulare County households actually enrolling in a PSH program.*
- ✓ *Approximately 95% of people housed in PSH in Tulare County either remain in that unit or move to other permanent housing.*

The Moving On Initiative is a partnership with the Housing Authority of Tulare County that provides support to PSH participants who have stabilized and no longer need intensive supportive services. The program supports these households to move out of PSH, which creates vacancies in PSH for additional people currently experiencing homelessness. The Housing Authority has provided 10 vouchers to support this program, with some additional vouchers provided by Self-Help Enterprises – helping to guarantee that limited PSH resources are dedicated to the households that most need them.

Programs that Support Effective Use of PSH/RRH Resources

Tulare County has several important programs that help connect people to housing once they have been matched to a program. The programs help make sure that resources are not wasted and are being used as quickly as possible.

Permanent housing programs are most effective when they are combined with:

1. Services that address barriers to accessing and retaining housing, including flexible housing funds, landlord engagement, and housing navigation;
2. Intensive supportive services after entering housing – especially for people with extremely high needs; and
3. A low-barrier Housing First approach.

Housing Navigators help people experiencing homelessness find apartments and housing that can be financially supported through various programs. The assistance increases housing stability for those in supportive housing and ensures that programs can be accessed despite barriers. KTHA employs two full-time housing navigators to help people experiencing homelessness with tasks such as locating vacancies, compiling mandatory eligibility documentation, developing landlord relationships, and lease negotiations.

The Tulare County Landlord Risk Mitigation Fund provides flexible funds that encourage landlords to rent to people exiting homelessness by providing incentives such as extra security deposits. The Risk Mitigation fund is intended to address landlord concerns about renting to households that may have past evictions, poor credit, or criminal histories that are keeping them from obtaining housing. The project was established in November 2018 with over \$100,000 available to landlords.

The Flexible Housing Fund, launched in July 2019, supports individuals and families to exit homelessness more quickly by providing one-time resources that help households overcome financial barriers to housing. This may include financial assistance to cover one-time security deposits, money to reverse utility arrearages or to pay utility deposits, coverage of moving expenses, or other assistance. A special partnership recently launched with Anthem Blue Cross provides flexible housing resources for Anthem members who have been matched to a Housing Authority Mainstream Voucher Program (MVP) voucher, increasing the overall resources available to the Flexible Housing Fund.

Landlord Engagement

Many communities – even those in high cost rental markets – are highly successful in working with landlords and property managers to identify units for people exiting homelessness. Building relationships, including understanding and addressing landlords' concerns, is key.

Several landlord engagement strategies have proven especially effective in engaging landlords and property managers as partners in addressing homelessness:

- ✓ **Access Through Outreach:** Develop a message and ensure it reaches landlords and property managers. Get the word out about the program in landlord and business association publications and at meetings and gatherings. Engage participating landlords to tell their stories of success with the program to their peers.
- ✓ **Develop Messaging:** While there are many advantages to participating in a housing program, landlords often have anxiety and concerns about renting to people who were recently homeless. Develop materials that help explain the advantages and the approaches the program takes to ensure the landlord's property will be respected, the client will be supported, and rent will be paid.
- ✓ **Address Barriers for Individual Tenants:** Create a portfolio for the client, including letters of support from community members who know the client or information about the client's background and the steps they have taken. Help with criminal record expungement and credit repair. Provide opportunities for the potential tenants to meet landlords one-on-one to create a personal connection.
- ✓ **Landlord Risk Mitigation:** Ensure landlords have somebody they can call if they have concerns and explain the risk mitigation fund that provides compensation if issues arise. When a client is not a good fit for a unit, programs should move quickly to prevent the need for an eviction proceeding.
- ✓ **Build Lasting Relationships with Landlords Over Time:** Support the landlord to have a positive experience with clients and continue building the relationship between the landlord and program over time. Landlords often appreciate the ability to fill vacant units quickly without the cost of advertising and having guaranteed monthly rent.

Challenges

There are far too few PSH and RRH resources to meet the need.

While the Tulare County community is accomplishing a great deal with limited funds, the available supportive housing resources are insufficient to meet the need. In 2018, for example, an average of 23.3 new households were assessed as needing either RRH or PSH each month (approximately 280 total households in 2018). At the same time, because of the scarcity in PSH and RRH resources, only 6 households were enrolled in PSH or RRH each month on average.

- ✓ *The community needs more housing resources, faster. For example, while the number of people identified as chronically homeless at a single point in time has increased by 36% from 2016 to 2019 (180 to 244 people, respectively), the number of total PSH beds only increased by 7% (from 223 to 238 beds) during the same timeframe.*
- ✓ *Many opportunities exist in Tulare County to realign resources to more effectively address homelessness by focusing on solutions rather than treating symptoms and by coordinating resources between different partners. One example is using Medi-Cal to provide supportive services whenever possible.*

Assessments and Interventions: First Six Months 2019 (Jan – June)

	Identified as Needing PSH	Number PSH Enrollments	Identified as Needing RRH	Number RRH Enrollments	Number of HDAP Enrollments	Number of MVP Enrollments
Single Adults	47	7	75	7	2	3
Families	55	6	33	5	0	0
Total Households	102	13	108	12	2	3

Even when PSH and RRH resources are available, it can be challenging to find units for program participants to rent.

Tulare County has a shortage of affordable housing, especially for single adults who have extremely low incomes. And while there are often vouchers available – through the Housing Authority or Continuum of Care PSH or RRH programs, for example – those vouchers often sit unused because of difficulty locating a unit that will accept the program’s participant as a renter.

Housing resources could be used more quickly to end homelessness for more households if it was easier to find housing. On average, it takes a household over 65 days to locate and move into housing after enrollment in a RRH or PSH program in Tulare County.

Landlords are invaluable partners in helping people exit homelessness and get back on their feet. PSH and RRH-type programs can actually benefit participating landlords, due to the reliable source of rent and the support of the program in locating new tenants when needed. Yet landlords are often reluctant to rent to people who were recently homeless or who have bad credit, histories of past evictions, or other challenges. Landlord engagement initiatives have had meaningful success in other communities, for example by connecting landlords to others who have had positive experiences with the program and introducing them to prospective renters and people experiencing homelessness to hear their stories.

- ✓ *The Tulare County community does not have a coordinated landlord engagement or targeted messaging campaign to educate landlords about the benefits of participating in*

these programs. Resources and staffing are needed to lead a community-wide landlord engagement program or marketing campaign.

- ✓ *Both the Landlord Mitigation and Flexible Housing Funds are extremely valuable programs in helping to get people connected to units faster. However, these pilot programs are new to Tulare County and have minimal resources to support infrastructure or staffing for administration of the program and will need continued investment over time. Contributing to these funds is a meaningful way the public can support ending homelessness for additional Tulare County households.*
- ✓ *The pace of affordable housing development dedicated to people who are extremely low-income or in Permanent Supportive Housing is not nearly enough to keep up with the need. Most Tulare County new development is higher-end housing that is out of reach to many residents. A 5-year permanent supportive housing development pipeline would ensure important steps are being taken to increase available units over time.*

Connecting People to Housing-Focused Services

Many people experiencing homelessness in Tulare County have been homeless for an extended period of time. These individuals are often disconnected from the resources they need to exit homelessness and achieve stability. Supporting people with extensive histories of homelessness and related trauma requires significant outreach and engagement.

In recent years, community partners have been assertive in applying for grants and taking advantage of opportunities to increase the resources and programs that support people who are living outside. These programs include street/encampment outreach, emergency shelters and warming centers, and “one-stop” programs where people can access many different services in a single location. Each of these programs provides housing-focused assistance that helps people use the resources available to them to exit homelessness as quickly as possible.

While long-term solutions to homelessness require community-wide investment in permanent solutions – especially supportive housing – housing-focused services help people connect to these long-term solutions and address the barriers that keep them from becoming housed. The goal is to help people exit homelessness as soon as possible. Once housed, people can work on the underlying challenges that undermine their stability.

Housing Focused Case Management

Case management is a crucial supportive service for people experiencing, exiting, and at risk of homelessness. For people who are currently homeless, Housing Focused Case Management is a best practice that focuses on the specific challenges and barriers keeping the family or individual from regaining housing. While people experiencing homelessness often have complex needs, these are generally more effectively addressed after they are housed.

Clients and case managers work together to develop and implement a dynamic “Housing Stability Plan” that is revised and refined over time. The process includes:

- ✓ **Assessing Barriers to Housing** – What are the specific barriers preventing this household from getting into permanent housing *right now*? What strengths and resources does the client have? Strengths can include, for example, a family or faith network, work experience, a powerful story, strong survival skills, etc.
- ✓ **Goal Setting & Action Planning** – What are the client’s housing goals and what steps will they take to achieve those goals? Using client-centered approaches that emphasize client choice, the case manager and client work together to develop a plan. The plan defines the role of the client and the role of the case manager, and the bite-sized steps each will take between frequent meetings.
- ✓ **Support Long-Term Housing Stability** – Housing-focused case management continues after the client has entered housing, to ensure they remain for the long-term. Case managers assist during move in, for example by helping the client to meet new neighbors. Some households need extensive support to address the underlying causes of their homelessness and attain stability over time, including, for example:
 - Treatment to address physical, mental or behavioral (e.g., substance use) issues
 - Job training and workforce development
 - Tenant education and support to ensure lease compliance
- ✓ **Best Practice Techniques** such as Motivational Interviewing and Trauma Informed Care are key to client engagement and participation in voluntary services.

The Current System

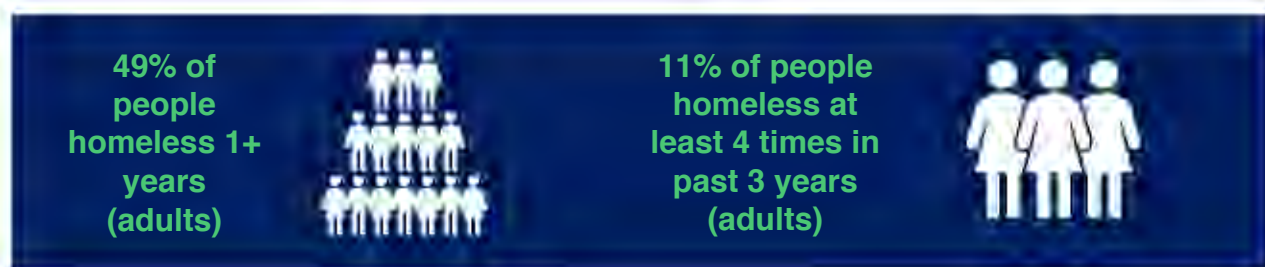
Street and Encampment Outreach

Street and Encampment Outreach Teams meet people where they are to provide connections to services. Many people with extensive histories of homelessness are disconnected from the network of services that could help them return to housing. They often have deep-seated trauma and negative experiences with the safety net system that may make them reluctant to engage with providers.

When outreach workers go to where people are living, they can build trust, better understand the circumstances that people are facing, and offer advice and support in a more meaningful and relevant way, which can provide a better chance for people to move to more supportive environments. Outreach specialists use proven engagement techniques, such as Trauma Informed Care, Critical Time Intervention, and Motivational Interviewing, to build relationships of trust and help people connect to the services and support they need to find and keep housing.

Call Out:

Many of the people who are unsheltered in Tulare County have been homeless for a long time – over 49% in 2019 were homeless at least a year and many others have been homeless for decades. These individuals often need significant time to build relationships with outreach staff before they are ready to move on to housing. While most people do not want to live outside, their years of trauma often make it difficult for them to keep appointments or engage with services without intensive support.



Street Outreach programs in Tulare County include **Projects for Assistance in Transition from Homelessness (PATH)**, the City of Visalia's multi-disciplinary **Homeless Outreach and Proactive Enforcement (HOPE) Team** comprised of the City of Visalia police officers partnered with a County mental health professional, and **Visalia Outreach Case Management** that provides an outreach worker to provide case management in the City of Visalia. Together these agencies and organizations partner to identify individuals experiencing homelessness and connect them to Coordinated Entry and other services.

- ✓ Street outreach programs served a total of 153 people in the first half of 2019.
- ✓ The number of people who exited to permanent housing from street outreach programs doubled from 2016-17 to 2017-18, from 52 people to 105.

Emergency Shelters and Warming Centers

Emergency shelters and warming centers provide safe places for people to stay at night and help connect people to services and the Coordinated Entry System. When the programs are housing-focused and low-barrier, they are an important part of the system to engage people and help them exit homelessness to permanent housing.

Best Practice: Housing-Focused Crisis Shelters

Housing-focused crisis shelters (sometimes also called “emergency shelters”) are an important part of a community’s response to homelessness. While they help people stay safe from the dangers of living outside, they are also a valuable link to permanent housing, especially for people who have been homeless for an extended period of time and might be reluctant to engage in services.

The most effective shelters are “housing focused,” meaning that they are low-barrier and tailor their services to support the household with the goal of exiting homelessness. These programs do not require participation in services as a condition of stay, but instead offer voluntary case management that assists households to create an action plan to get housing.

To be most effective, a housing-focused crisis shelter should have:

- **Admission policies that screen-in** rather than screen-out potential participants with the greatest barriers to housing;
- **Minimal rules and restrictions** that focus on behavioral expectations to help ensure client and staff safety – few rules, not “no rules”;
- **Case management and other services** that help connect people to housing, including Coordinated Entry System assessments;
- **Accommodations** that welcome partners, pets, and possessions so that people do not face separation;
- **Flexible access to shelter and services**, including extended hours of operation, arrangements for late arrivals, non-restricted mealtimes, and lenient curfew policies.

Emergency Shelters provide 138 beds for homeless single adults and families across Tulare County in Dinuba, Porterville, Tulare, and Visalia. They include meals, showers, and connections to the Coordinated Entry System and other services. Two **Domestic Violence Shelters** – one in Porterville and one in Visalia – provide an additional 39 emergency shelter beds to survivors of domestic violence and their children. The City of Porterville partnered with Turning Point to establish a **Navigation Center**, a low-barrier, housing-focused shelter that will provide comprehensive onsite services to support participants in exiting homelessness permanently.

St. Paul Episcopal Church’s Warming Center provides a place for people experiencing homelessness to sleep during winter. The Warming Center intentionally removes barriers to entry by providing kennels for people with dogs, requiring no service participation, and offering

space for people to store their personal belongings. While people stay at the center, they have access to public health nurses, mental health crisis workers, Adult Protective Services, and substance use treatment services.

- ✓ In 2018-19 season, the Warming Center served as many as 125 individuals in one night, with an average of 105 people per night in February 2019.
- ✓ The Warming Center connected 502 people to the Coordinated Entry System and HMIS – approximately 50% of these individuals were new to the system.³⁹

Drop-In Multi-Service Programs

Drop-In (or “One Stop”) Programs bring together multiple service providers at a single location. By providing immediate access to several different services onsite, these drop-in programs build relationships between service providers and people experiencing homelessness and connect them to the services they need to exit homelessness.

Local Initiatives Navigation Centers (LINC) are drop-in programs that take place weekly in Visalia and bi-monthly in Tulare City, to connect individuals to public benefits, assistance for Veterans and families, documentation and identification cards, substance use treatment, access to the Coordinated Entry System, and other services.

- ✓ Started in Visalia in April 2018 with an additional site in Tulare initiated in March 2019.
- ✓ Served 93 people as of June 2019 – 27 people received Coordinated Entry assessments and 58 people were helped to complete their program eligibility documentation, which helped them to obtain housing more quickly.

The Dream Center for Transitional Age Youth (TAY), launched in 2019 by the Tulare County Office of Education (TCOE), provides a one-stop navigation center for youth. In addition to TCOE resources, the center includes staff from Tulare County Child Abuse Prevention Council, TulareWORKs, and Tulare County Child Welfare Services who connect participants to benefits, family connections, the Independent Living Program, and other resources.

Annual Project Homeless Connect events, coordinated by Kings/Tulare Homeless Alliance, bring together a variety of community members and services each January in the cities of Porterville, Tulare, and Visalia. Participants receive a wide variety of services, including public benefits advocacy, behavioral health care, employment services, HIV testing, meals, veteran services, and substance use treatment.

Challenges

Tulare County has a large number of people experiencing long-term homelessness who require intensive engagement and support.

³⁹ Reverend Suzy Ward, St. Paul's Episcopal Church, Meeting Minutes, Tulare Countywide Task Force on Homelessness, April 17, 2019.

Ending homelessness for individuals and families who have long been homeless often requires frequent and repeated engagement over time. With only a few outreach resources available for the many hundreds of people experiencing chronic, long-time, unsheltered homelessness in the current system, most people are not getting connected to services and support. Furthermore, those drop-in centers that do exist are only open a few days per month and are not distributed evenly across the county.

- ✓ *244 people identified in the 2019 Point in Time Count were chronically homeless – 30% of the total count. Yet, people experiencing chronic homelessness comprise only 14.4% of people in the Homeless Management Information System (HMIS) – indicating that many households with very high needs are not engaged with the homeless system of care.*
- ✓ *People experiencing unsheltered homelessness in Tulare County have extremely high needs. More than 85% have a disabling condition, 45% have a mental illness, and 19% are older adults, at least 55+ years old. Fifty-nine percent of people experiencing unsheltered homelessness have been homeless for at least a year.*
- ✓ *Existing outreach teams are dramatically understaffed. Successful outreach often requires multiple contacts before there is enough trust to move forward with other services. The city of Visalia's HOPE Team has found that the average contact with unsheltered individuals is 45 minutes. Their experience is that at initial contact, services are refused 9 out of 10 times, even when people later end up engaging with the HOPE team and accepting services after trust is established.⁴⁰*

Tulare County currently has no low-barrier shelter options anywhere in the county and there are not nearly enough shelter beds to meet the need.

- ✓ *Only 50 of the community's 177 year-round shelter beds are dedicated to serving single males, despite men making up the vast majority of the county's homeless population.*
- ✓ *None of the shelters were operating at full capacity at the time of the 2019 Point in Time Count. The average shelter utilization for 2018 was 85%, with 15% of available beds left vacant. Yet, in 2018, 519 people were experiencing unsheltered homelessness on any given night.*
- ✓ *While the St. Paul's Warming Center was low-barrier and successful in engaging people who had not previously connected to the system, the Warming Center only operates from December to February and is not fully funded.*

⁴⁰ Regular Meeting, Agenda & Minutes, Visalia City Council, October 1, 2018. Available at <http://www.visalia.city/sirepub/mtgviewer.aspx?meetid=645&doctype=MINUTES>

Comprehensive Supportive Services and Temporary Housing

The majority of adults experiencing homelessness in Tulare County – 71% – have a disability or significant impairment, including chronic physical impairments, mental illness, substance use disorder, or combinations of multiple conditions. While many were disabled prior to losing their housing, many others acquired their disability as a result of living on the streets or without stable housing – an experience that is extremely dangerous and traumatic.

To return to housing successfully and for the long-term, people experiencing homelessness often require ongoing treatment and support – both before and after they are housed.

The Current System

Supportive Services for Health and Wellness

Nonprofits, community groups, and county agencies provide a variety of services that can help people to exit homelessness and stay housed for the long-term. Programs such as mental health treatment, employment and job training, health care, and substance use recovery can meaningfully help people attain greater stability.

While some of these programs are dedicated to people experiencing homelessness, others are resources available to everyone in the community. Ensuring that these programs are available and accessible for people experiencing homelessness allows the community to get the most out of its existing resources.

Mental Health treatment is available to Tulare County residents through programs funded with Medi-Cal and state Mental Health Services Act (MHSA) resources. Treatment may include individual, group or family therapy, psychiatric evaluation and consultation, crisis emergency assistance and services coordination. Tulare County HHSA provides clinic-based integrated mental health services to individuals with a serious mental illness. They also provide mobile mental health services, which connects with and offers treatment options to people who have been unable to access other existing services. Additionally, Tulare County HHSA staffs three one-stop centers that provide mental health and other services to youth ages 12 through 24.

- ✓ *The HHSA Mental Health Department fast tracks HOPE Team clients to increase accessibility of clinical mental health programs for people experiencing homelessness.*
- ✓ *The Transitional Living Center (TLC), a 53-bed augmented board and care residential facility, provides food, shelter and other basic needs alongside individual and group therapy, and other mental health supportive services.*
- ✓ *The County's Full Services Partnership Program (FSP) is available to people who experience frequent hospitalizations or incarceration, as well as those who are at risk of or experiencing homelessness due to a mental health disorder. The FSP program provides basic needs and other support services, and also helps people with housing.*

Alcohol and Other Drug treatment is provided through HHSA and a variety of service providers, including residential and outpatient treatment for people with substance use disorders. For example:

- ✓ *HHSA, Kaweah Delta and various other programs offer substance use treatment and dual-diagnosis outpatient services for those with substance abuse and mental health issues at several sites across Tulare County.*
- ✓ *HHSA has detox beds available for individuals who are suffering from alcohol or substance use issues while they wait placement in other programs.*

Medical Services are available to people experiencing homelessness through HHSA's Public Health Branch, hospitals and other clinical partners.

- ✓ *The HHSA Public Health Branch coordinates with other programs and agencies to conduct outreach, for example, providing infectious disease prevention services at encampments along the St. Johns River.*
- ✓ *Kaweah Medical Bridge Project offers supportive services for people at risk of or experiencing homelessness based on service needs. Six staff provide connections to medical services, Medi-Cal and other public benefits. The Kaweah team receives 1,200 referrals a year and works closely with County agencies, the Coordinated Entry System Housing Navigators, and the HOPE team.*
- ✓ *A new Street Medicine initiative connects doctors to people living on the streets and in encampments. Street Medicine, also known as "Backpack Medicine," is an important way to engage people who are not otherwise connected to the system.*

Connection to Income and Benefits

Public Benefits Enrollment support is provided by HHSA and nonprofit agencies to access programs such as CalFresh, TulareWORKS, Medi-Cal, Medicare, General Assistance, SSI and SSDI. These resources help people exit homelessness or retain their housing by providing cash assistance, access to medical and behavioral health services, job training, and support with transportation and child care.

- ✓ *The SSI/SSDI Outreach, Access and Recovery (SOAR) program increases access to Social Security disability benefits, which provides long-term income that can help pay rent and cover other household expenses. All CoC-funded programs working with people experiencing homelessness are trained in SOAR.*

Workforce Development services are offered by the County and nonprofit providers, including education, job training and placement services to ensure people have a pathway to jobs. For example:

- ✓ *Community Services Employment Training (CSET) offers workforce development and training programs at one-stop locations in Visalia, Porterville, Tulare and Dinuba.*

- ✓ *TulareWORKs provides job skills training, work experience, subsidized employment and job search assistance throughout the county.*
- ✓ *In 2018, the City of Visalia, in collaboration with the Workforce Investment Board, launched the Environmental Cleanup Project (ECO) to provide a 12-week transitional job program for individuals who are homeless.*

Temporary Housing to Support Specialized Assistance.

Transitional Housing provides temporary housing accommodations and supportive services. While many households benefit most from direct connections to permanent housing programs such as RRH or PSH (which are often more cost-effective over the long term), transitional housing can also be an effective support. In particular, certain subpopulations, such as people fleeing domestic violence and transitional age youth, can meaningfully benefit from a transitional housing environment.

- ✓ *212 people participated in a Transitional Housing program in 2018. 45% of transitional housing participants who exited transitional housing in 2018 moved into permanent housing.*
- ✓ *Tulare County has 133 year-round Transitional Housing beds, with 48 additional beds for people fleeing domestic violence, operated by Family Services of Tulare County and Central California Family Crisis Center.*
- ✓ *Crossroads Transitional Housing for Youth, run by Uplift Family Services, has two 10-bed transitional housing sites (one in Porterville and one in Visalia) for youth aged 18 to 25 years old.*

Bridge Housing offers temporary housing, typically for people who have been matched with a permanent housing opportunity such as PSH or RRH and are looking for a unit to rent. The program supports people to stay connected with their housing navigators and other service providers to make sure the permanent housing resource is able to be used as quickly as possible. While no Bridge Housing is currently available, a new program (Eden House) is under development that will provide 22 Bridge Housing beds for Visalia and Tulare City residents for a limited time while they seek housing.

Permanent Housing



Permanent Supportive Housing

Provides long-term housing with intensive supportive services to persons with disabilities.



Rapid Rehousing

Provides housing subsidies and supportive services for up to 24 months, with the goal of helping people to transition to self-sufficiency and retain their housing unit independently.

Temporary Housing



Transitional Housing

Provides temporary housing accommodations and supportive services for up to 24 months, with the goal of the participant moving on to permanent housing after the program concludes.



Bridge Housing

Offers temporary housing, typically for people who have been matched with a permanent housing opportunity such as PSH or RRH and are looking for a unit to rent.



Emergency Shelter

Provides beds for homeless single adults and families, often including meals, showers, case management support, and connections to the Coordinated Entry System and other services.

Housing Not Dedicated to People Experiencing Homelessness



Senior Housing

Provides care that meets the needs of an aging population, ranging from independent living to 24-hour care.



Board & Care

Licensed residential care facilities for people with special needs that provide intensive support and assistance with daily living.

Challenges

Resources that could help address homelessness are being underutilized.

While there are many resources in the community that could help people exit homelessness, these resources are not always accessible for people experiencing homelessness.

- ✓ *For example, while many people experiencing homelessness are eligible for public benefits, 64% of people reported in 2019 that they have no financial resources, including public benefits.*
- ✓ *When people are enrolled in Medi-Cal, SSI and other federally or state funded benefits programs, it increases the overall resources available in the community to address homelessness. Yet only 13% of PIT survey respondents were on SSI, 5% on SSDI, and 2% on Temporary Assistance for Needy Families (TANF).*

Many of the resources that could be used to address homelessness are not tailored to the intensive needs of people who have been homeless for a long time.

- ✓ *Barriers, such as long wait times, make it difficult for people who are eligible for mental health and substance use disorder treatment to take advantage of the services. Programs such as county mental health services have begun taking important steps to increase access, but much more is needed to build better coordination and opportunities for warm handoffs.*
- ✓ *Sufficient staffing is a significant challenge in Tulare County, as there are not enough qualified people to meet the needs of the community; many available staff positions remain open and unfilled.*
- ✓ *While a diagnosis of a serious mental illness opens the doors for accessing robust services, it can be challenging for some individuals to work with a clinician to obtain a diagnosis.*

Transportation to services is challenging for people experiencing homelessness.

Many of the services and housing options in Tulare County are concentrated in certain parts of the county. These resources are often inaccessible for people experiencing homelessness who live outside of urban areas. The lack of affordable public transportation between urban and outlying areas is a significant barrier for low-income and people with disabilities living in Tulare County. It also restricts the viable locations for creating new housing resources for people who are low income or experiencing homelessness and who need to be near transit centers and services.

- ✓ *While the community has successfully increased one-stop drop-in sites in certain cities in Tulare County, multi-disciplinary mobile teams would be extremely valuable in reaching those in more remote locations.*

- ✓ *Service providers and outreach workers spend considerable time transporting clients to appointments, but significantly more transportation support is needed to help people get to appointments and access benefits and services.*

Preventing Homelessness Before It Starts

Living without stable housing, even briefly, is a traumatizing experience, and many never recover from the physical, emotional and financial impacts. By preventing homelessness, we can help individuals and families avoid the economic, social, mental, and physical challenges that result from homelessness – often at a much lower cost than it takes to serve people after they lose their housing.

Homelessness Diversion

Communities across the country are integrating “homelessness diversion” programs (also sometimes called “Assisted Rapid Resolution”) into their Coordinated Entry Systems. These programs provide crisis resolution support – often a combination of financial assistance and supportive services – to prevent homelessness for households who are currently housed but at imminent risk of becoming homeless.

Homelessness diversion programs provide a variety of interventions to help prevent people from becoming homeless. However, a one-size-fits-all approach is not the most effective or cost efficient. Instead, diversion programs tailor services to meet the needs, strengths, and preferences of each client, which ensures that each person receives the minimum amount of support necessary to prevent homelessness, while conserving limited resources and serving as many people as possible. The programs decrease the likelihood of a household entering an emergency shelter and are less expensive than providing assistance once a household becomes homeless.

At a minimum, effective diversion programs can:

- ✓ *Target people most at risk of falling into homelessness*
- ✓ *Use problem solving conversations to support clients in using their strengths and existing resources to avoid becoming homeless*
- ✓ *Provide support with interventions such as short-term cash assistance, landlord mediation, education on legal rights and responsibilities, credit repair and financial literacy assistance, employment assistance, conflict resolution, and referrals to mainstream resources*
- ✓ *Reach people who may not otherwise connect with the system through relationships with schools, social services programs, and other partners*
- ✓ *Create a network of providers trained in problem solving conversation techniques*

The Current System

KTHA will be launching a new **Homelessness Diversion** program as part of the Coordinated Entry System. The Coordinated Entry System Housing Navigators will assist clients at risk of homelessness to problem solve and identify alternative housing solutions. The Housing Navigators will also provide referrals to community partners that offer services and supports to low-income households in Tulare County, including those at risk of homelessness.

- ✓ *A single, centralized assessment will be rolled out in October 2019 to prioritize prevention resources for those who would most benefit.*
- ✓ *Housing Navigators will receive training on homelessness diversion best practices and work with people at risk of homelessness to identify their strengths and resources to overcome barriers to staying housed.*
- ✓ *The program will connect people to many different community programs and agencies who provide services that can help prevent homelessness, such as financial assistance and negotiation support for households with overdue utility bills, eviction prevention and tenant rights services.*

Intensive Supportive Services are available to support certain households with extremely high needs retain their housing.

- ✓ *The Housing Stabilization Pilot Program is a one-year pilot targeting people who were recently homeless and have intensive service needs. The program provides participants with clinical and supportive services to prevent them from returning to homelessness.*
- ✓ *For individuals who need significant services because their mental health diagnosis makes it difficult for them to hold a job, be able to go to school, or participate in healthy relationships, HHSA's Assertive Community Treatment (ACT) Teams provide frequent case management, sometimes daily, along with psychiatry and other supportive services.*

Challenges

With more and more Tulare County households spending more and more of their income on rent, there are an increasing number of people falling into homelessness. Once somebody has fallen into homelessness, it can be extremely difficult to return to housing.

- ✓ *The Kings/Tulare Continuum of Care had almost 30% more people who are experiencing first time homelessness in 2017-18 than other comparable CoCs in California (1,696 people in the Kings/Tulare CoC, compared with 1,325 people in comparable CoCs).⁴¹*

⁴¹ System Performance Measures Data since FY 2015, HUD Exchange, available at <https://www.hudexchange.info/resource/5691/system-performance-measures-data-since-fy-2015/>.

- ✓ *Six percent more formerly-homeless people returned to homelessness in 2017-18 after one year in Tulare County than comparable CoCs (18% returns in Tulare County, compared with 12% in other CoCs).⁴²*
- ✓ *Most prevention resources are disconnected from the homeless system, requiring development of a comprehensive network of new partners to collaborate and coordinate to be more effective at addressing prevention.*
- ✓ *Staffing for the diversion program and resources for prevention, such as limited-time subsidies, is extremely limited in Tulare County yet necessary to create a strong prevention program.*

Preventing Criminalization of Homelessness

Criminalizing homelessness is ineffective and expensive and, in some cases, illegal.⁴³ In fact, in order to receive California State No Place Like Home (NPLH) funding, communities are required to describe what actions they are taking to avoid the criminalization of homelessness.

Criminalizing homelessness includes laws that punish people for being homeless, such as bans on public camping or panhandling, or encampment eviction processes that move people from one location to another.

These kinds of approaches can be extremely expensive to communities:

- ✓ *A recent Cost Study found that Orange County spent \$23.7 million on homelessness in one year by police departments, jail/prison, and the Sheriff's Department's Homeless Liaison program.⁴⁴*
- ✓ *An evaluation of criminalization and enforcement related to homelessness in Seattle and Spokane, Washington, found that the cities spent a minimum of \$3.7 million on enforcement over a period of 5 years.⁴⁵*

Evicting people from sidewalks and alleys when they are sleeping outside does not force them to leave the region nor does it end their homelessness. Instead most people simply relocate to sleep in a different part of the community. These processes are expensive and require the use of public resources such as law enforcement to carry out the evictions – resources that would be better spent in longer-term solutions.

⁴² *Id.*

⁴³ In *Martin v. City of Boise*, No. 15-35845 (9th Cir. 2019), the 9th Circuit ruled that the Cruel and Unusual Punishments Clause of the 8th Amendment precludes enforcement of a statute prohibiting sleeping outside against homeless individuals with no access to shelter. Available at <http://cdn.ca9.uscourts.gov/datastore/opinions/2018/09/04/15-35845.pdf>

⁴⁴ Snow, David A. and Rachael E. Goldberg, Homelessness in Orange County: The Costs to Our Community, Orange County United Way and Jamboree, 2017. Available at <https://www.unitedwayoc.org/wp-content/uploads/2017/08/united-way-cost-study-homelessness-2017-report.pdf>

⁴⁵ Howard, Joshua, David Tran & Sara Rankin, At What Cost: The Minimum Cost of Criminalizing Homelessness in Seattle and Spokane, Homeless Rights Advocacy Project, Seattle University School of Law, 2015. Available at <https://digitalcommons.law.seattleu.edu/cgi/viewcontent.cgi?article=1000&context=hrap>

Unfortunately, once people have been forced to move to a new location in Tulare County, their service providers may no longer be able to find them, resulting in missed opportunities to connect to housing, benefits, or other resources needed to help them exit homelessness. Outreach teams, low-barrier places for people to go during the day, and supportive housing options are more effective than criminalizing homelessness, and meaningfully address the impacts of homelessness on everyone in the community.

The Current System

The Tulare County community reduces criminalization of homelessness by cross-system partnerships with law enforcement, providing training and education, and with alternative approaches to engage with people experiencing homelessness.

Partnering Law Enforcement with Mental Health. Through a partnership between the Visalia Police Department and HHSA Mental Health, a multi-disciplinary team of police officers and mental health professionals (the HOPE Team) provides outreach to people experiencing homelessness and facilitates connections to housing and supportive services. The HHSA Mental Health Branch also provides Crisis Intervention Training to law enforcement officers.

Engaging Law Enforcement Partners on the Task Force. The Tulare Countywide Task Force on Homelessness includes a dedicated seat for law enforcement participation, supporting engagement and representation of law enforcement in collaboration with other agencies serving people experiencing homelessness. Task Force agendas include presentations from the Tulare County Sheriff and other representatives of law enforcement.

Specialty Courts. Tulare County has multiple specialty courts, including a Drug & Recovery Court, Mental Health Court, and Veterans Court, serving participants including people experiencing homelessness. Through collaboration between Tulare County Superior Court, Probation, and other community partners, these courts provide alternatives to jail and connections to resources, including housing, employment, and behavioral health services.

Challenges

While Tulare County's high rates of unsheltered homelessness are impacting everyone in the community, evicting people from encampments is costly and ineffective.

- ✓ *With no daytime drop-in centers or low barrier shelters – and relatively few shelter beds of any kind – Tulare County has a very large population of people who live outside because they have nowhere else to go. With 576 people living outside on a given night, the community has some of the highest rates of unsheltered homelessness in the state, compared with other local CoCs.⁴⁶*
- ✓ *The Tulare County community is spending significant resources on enforcement approaches. Unfortunately, these approaches do not help address the growing number*

⁴⁶ In 2019, 71% of people experiencing homelessness in Tulare County were unsheltered, as compared with San Joaquin County (59%), Stanislaus County (57%), and Kern County (61%). See Part III ("How Many People Are Experiencing Homelessness in Tulare County?").

of people who are homeless in Tulare County. To stem the growth in homelessness, the community needs more street and encampment outreach, homelessness prevention, and supportive housing options.

Systems in Place to Support the No Place Like Home (NPLH) Program

Tulare County is well positioned to support the No Place Like Home (NPLH) Program and develop permanent supportive housing for individuals living with serious mental illness who are homeless, chronically homeless, or at-risk of chronic homelessness.

The Current System

Collecting and Reporting No Place Like Home Data

Tulare County currently has many of the systems in place to collect the data required to satisfy NPLH program guidelines. The data is collected through both the CoC and the County. Moving forward, the two entities will determine how best to collaborate and share learnings and information to best serve individuals through NPLH.

The HMIS in Tulare County is operated by Kings United Way and uses ClientTrack, a robust system for administering data, including for the NPLH Program. HMIS tracks universal and program-specific data for all projects funded through the CoC and other sources. HMIS data can be easily accessed and aggregated for the submission of annual compliance reports, demographic data required by §214(e) of the NPLH program guidelines, and project performance reports. The County has plans to gather information from property managers and lead service providers, as appropriate, to complete the necessary NPLH reports and audits.

In addition, HHSA annually collects data and reports on mental health program and expenditures in the Tulare County Mental Health Services Act Three-Year Integrated Program and Expenditure Plan to the State for the Mental Health Services Act (MHSA). Within that report, HHSA addresses a number of key activities targeted at serving people in the County at risk of or experiencing homelessness, including provision of community services and supports, supportive housing, and specialized mental health services. In 2017/2018, the County developed a more expanded demonstration of data, outcomes, and consumer experiences and expressed an intent to continue to more thoroughly develop outcomes across all programs to more comprehensively demonstrate success in future MHSA plans.

Included in the effort to expand and improve data collection, the County has introduced two evidence-based outcome tools, one for children and one for adults. As efforts are underway to improve service to NPLH target populations, the CoC and County HHSA together can undertake efforts to better track people as they are served in all systems in the County, coordinate more effectively across systems, and identify barriers and additional partnerships to track outcomes for special populations.

Equal Access through Coordinated Entry

People experiencing homelessness will be referred to any NPLH-funded units via the Every Door Open Coordinated Entry System. All referrals are made on a nondiscriminatory basis. The system is widely advertised in English and Spanish in order to reduce language barriers and is designed to create a centralized queue that prioritizes the most intensive interventions and placements for the most vulnerable individuals and families.

Every Door Open coordinates local resources and assesses individuals to determine their homelessness status, vulnerability factors, housing needs, risks of harm, and interaction with emergency services. Further, Every Door Open has multiple access points, including but not limited to outreach teams, 2-1-1, partner agencies, housing navigators and homeless service providers. The CoC has implemented HUD's Equal Access Rule and is consistently working to identify and address any access issues. Lastly, Every Door Open works to prioritize individuals for placement who have experienced chronic homelessness or demonstrate high service needs.

Publicly Posted Plan

A Ten-Year Plan, "Connecting the Dots," was launched in 2011 and is currently available on the Kings/Tulare Homeless Alliance website. Tulare County has made significant progress on the Strategic Plan and it is now time to reflect and identify next steps. This Strategic Plan, "Pathway Home: Responding to Homelessness in Tulare County," will serve to update and enhance the 2011 strategic plan and will be accessible to the public on the websites of the Tulare Countywide Task Force on Homelessness and the Kings/Tulare Homeless Alliance.

Challenges to Serving NPLH Target Population

Many persons experiencing homelessness who are part of the NPLH Target Population are also among Tulare County's residents with the most extensive experience of homelessness. They face similar challenges to those described above, including disconnect from the systems of care and challenges accessing resources not dedicated for people experiencing homelessness. Challenges in accessing and serving individuals in this population often include:

- ✓ *Extensive lived experience of homelessness, often in remote locations across Tulare County*
- ✓ *Limited transportation options for individuals outside of urban areas*
- ✓ *Insufficient integration between systems, programs and services that support households with multiple, complex needs*

A general challenge for people in the NPLH Target Population is that they may have difficulty receiving the treatment they need to address their mental or emotional health issues. An assessment by the Tulare County HHSA found that the County experiences a shortage of specialty medical care providers, including mental health providers.⁴⁷ The shortage limits access

⁴⁷ 2017 Tulare County Community Health Assessment; available at: [https://tchhsa.org/eng/assets/File/Public%20Health/Tulare%20County%20CHA%20\(2017_03_28\)%20FINAL.pdf](https://tchhsa.org/eng/assets/File/Public%20Health/Tulare%20County%20CHA%20(2017_03_28)%20FINAL.pdf). The report states

to providers and results in lengthy wait times for referrals. In addition, more resources are needed to more fully serve people who experience compound barriers of homelessness, mental health disorders, and who do not speak English.

that while the California statewide average for mental health providers is 281 per 100,000 residents, Tulare County only has 216 per 100,000 residents.

V. SOLUTIONS TO HOMELESSNESS IN TULARE COUNTY

Communities across California are watching friends, co-workers and family members struggle to meet their basic needs, including keeping a roof over their heads. While the Tulare County community has made meaningful progress in setting up a homeless response that has prevented or ended homelessness for hundreds of residents, significantly more investment is needed to fully address the impacts of homelessness across the county.

Priorities and Goals for Effectively Addressing Homelessness

This strategic planning process has involved extensive community engagement, review of the data, and research to better understand our current homelessness system of care. Based on that information and feedback, the community identified Five Goals that will be critical to effectively address homelessness over the next five years.





Expand Permanent Housing: Permanent housing – and the supports needed to retain and maintain it – is the solution to homelessness. By expanding permanent housing options, such as Permanent Supportive Housing and Rapid Rehousing, hundreds more people in Tulare County will have a home that provides security and protection – hand-in-hand with the vital supports many residents require to achieve stability and long-term self-sufficiency.

Address Unsheltered Homelessness: Connecting and building trust with people experiencing homelessness is essential in a region where more than 71% live without shelter – on the streets, in cars, under bridges, by the river. By expanding outreach, targeting services, and developing crisis shelters throughout the area, the community will focus attention and resources to help those most in need get the services and support they require.



Support Subpopulations with Special Needs: Within Tulare County, there are residents at risk of or experiencing homelessness who require special attention. By directing services to people who need more focused and tailored care, the community will ensure that the system is accessible to some of the most vulnerable members in need.

Prevent Homelessness: Often many people at risk of homelessness need a minimal amount of help or intervention to retain their housing. Whether it is one-time financial resources to provide a security deposit, legal assistance to prevent eviction, or help learning to balance a budget, the more the system can provide supports and services to prevent homelessness in the first place, the more the community will be able to use the limited resources on hand to end homelessness altogether – while at the same time protecting additional individuals and families from the traumas associated with homelessness.



Deepen Partnerships and Engagement: Strengthening and building leadership and community support for solutions to homelessness will enable our community to effectively accomplish more, better, faster. Collaboration across different regions within the County can expand understanding of the causes of homelessness and identify the most effective approaches to address it. A stronger network can also celebrate success, reflect and course correct, and monitor and evaluate to ensure continued progress.



GOAL 1: INCREASE ACCESS TO PERMANENT HOUSING FOR PEOPLE EXPERIENCING HOMELESSNESS

Measure 1: An additional **400 new Permanent Supportive Housing** opportunities – with at least 200 built and an additional 200 in the pipeline – and **200 new Rapid Rehousing** opportunities are available for people experiencing homelessness in Tulare county.

Measure 2: **Reduce by 25%** the average length of time between assessing a person for need to the time they are matched to a program or services (from a 286.5 day average).

Measure 3: **Reduce by 25%** the average length of time between when a person is matched to a program or services to the time they are actually housed (from a 65.48 day average).

1

Increase Access to
Permanent Housing
for People
Experiencing
Homelessness

Strategy 1.1 – Increase the development of units available for Permanent Supportive Housing for Tulare County residents with disabilities who need intensive supportive services to retain housing.

Strategy 1.2 – Expand flexibility and availability of resources to subsidize and operate supportive housing for people exiting homelessness.

Strategy 1.3 – Expedite households' ability to make quick use of available resources to attain permanent housing.

Strategy 1.4 – Increase participating landlords and rental units that are available to people exiting homelessness through landlord engagement and risk mitigation strategies.

Detailed Strategies and Next Steps:

Strategy 1.1 – Increase the development of units available for Permanent Supportive Housing for Tulare County residents with disabilities who need intensive supportive services to retain housing.

- 1.1.1. Establish a 5-year Countywide Housing Development Pipeline that identifies an achievable path to establish new housing so that households with members who have disabilities can exit homelessness and attain stability.

Next Steps Include:

- ✓ *Establish a Housing Committee of local developers, Housing Authority, city and county staff, and experienced service providers to develop and facilitate implementation of the Countywide Housing Development Pipeline.*
- ✓ *Secure commitment by each municipality to support development of a pro-rata portion of dedicated Permanent Supportive Housing inventory by the end of 2025.*
- ✓ *Develop systems to increase local capacity to respond quickly to development opportunities and expand capital funding and resources available to meet the development goals.*
- ✓ *See Appendix A for Proposed Action Plan.*

- 1.1.2 Evaluate the feasibility and next steps for non-traditional housing options, such as repurposed motels and accessory dwelling units.

Next Steps Include:

- ✓ *Ensure local zoning codes take advantage of changes in state laws to support development of “accessory” and “junior accessory” dwelling units and conduct a public outreach campaign to encourage homeowners to take advantage of these opportunities.*
- ✓ *Consider small homes options, e.g., Austin, TX model.*

Strategy 1.2 – Expand flexibility and availability of resources to subsidize and operate supportive housing for people exiting homelessness.

- 1.2.1 Engage all stakeholders, including cities, county agencies, and the CoC, in growing the federal and state funding available for supportive housing through new and existing programs.

Next Steps Include:

- ✓ *Evaluate uses of existing and new federal/state funding streams that could be invested in long term solutions to reduce the impacts of homelessness.*
- ✓ *Jurisdictions and agencies stay aware of new opportunities and plan to apply for funding.*
- ✓ *Ensure local resources are available to match federal and state funding opportunities to take advantage of these resources.*
- ✓ *Strengthen competitiveness for federal and state funding opportunities, including by demonstrated adoption of a strategic plan, implementation of best practices, and tracking progress.*

- 1.2.2 Direct mainstream supportive service resources toward ending homelessness, including Medi-Cal and Mental Health Services Act (MHSA) funding.

Next Steps Include:

- ✓ *Maximize mainstream vouchers and other housing subsidies that can be used to address homelessness in order to increase total resources available for supportive housing.*
- ✓ *Conduct an analysis of funding streams that can be used for housing resources and supportive services to identify opportunities to enhance alignment – e.g., ensuring Medi-Cal is optimized.*

- 1.2.3 Continue growing the Moving on Program in partnership with the Housing Authority to use vouchers to open up supportive housing for households who need intensive services.

Strategy 1.3 – Expedite households' ability to make quick use of available resources to attain permanent housing.

- 1.3.1 Continue development and expansion of the Flexible Housing Fund program, which provides financial support to individuals and families with moving costs, addresses the limitations of housing subsidies to respond to rapidly rising housing costs, and tackles other financial barriers that can prevent people from successfully exiting homelessness.

Next Steps Include:

- ✓ *Monitor and evaluate the success and challenges of the recently launched Flexible Housing Fund pilot project to track outcomes, identify most efficient uses of resources, and demonstrate success.*
- ✓ *Expand the fund to continue serving an increasing number of households each year.*

- 1.3.2 Strengthen access to resources to support households with expungement, credit assistance, and document readiness to ensure they can use available housing subsidies as quickly as possible.
- 1.3.3 Establish a shared housing program that can increase the housing available to single adults by using 2- and 3-bedroom homes for single adults exiting homelessness.

Strategy 1.4 – Increase participating landlords and rental units that are available to people exiting homelessness through landlord engagement and risk mitigation strategies.

- 1.4.1 Invest in staffing to develop and lead a year-round landlord engagement campaign to educate the public and recruit landlords.

Next Steps Include:

- ✓ *Develop an annual plan for an ongoing landlord engagement campaign, with collective messaging, outreach strategies, reporting dashboards, and a plan for monitoring and improvement.*
- ✓ *Undertake an outreach and communications campaign to support landlords in understanding the benefits of partnership and risk mitigation approaches.*
- ✓ *Additional strategies may include recognition programs by elected officials, landlord legal resources/classes, landlord participation bonuses, and presentations by participating landlords who have had positive experiences serving formerly homeless residents.*
- ✓ *Ensure all case managers are trained on landlord relationship development and retention, expand housing specialist positions, and train all agencies and staff on landlord engagement talking points.*

- 1.4.2 Expand the landlord mitigation program to increase resources and support to landlords who rent to people exiting homelessness.

Next Steps Include:

- ✓ *Engage private partners, such as service agencies and the faith community, to contribute resources to the Landlord Mitigation and Flexible Housing Funds by bringing greater awareness of the programs, highlighting successful efforts with landlords and sharing information about the cost-savings to the community and positive impact for people who exited homelessness.*
- ✓ *Strengthen resources for supporting housing retention and landlord engagement after households have exited homelessness to cultivate positive landlord relationships for the long-term, including:*

- ✓ *Expand intensive case management supports for housed individuals with high needs, and*
- ✓ *Increase provider training to prioritize landlord relationship development and crisis support.*



GOAL 2: INCREASE ACCESS TO CRITICAL SERVICES TO SUPPORT TULARE COUNTY'S HOMELESS RESIDENTS EXIT HOMELESSNESS

Measure 1: 115 new housing-focused low-barrier shelter beds are available to people experiencing homelessness in Tulare County.

Measure 2: Fewer than 50% of households experiencing homelessness in Tulare County are living without shelter.

Measure 3: Over 50% of households served by street outreach, crisis shelters, transitional housing, and Rapid Rehousing programs exit to permanent housing destinations.

Measure 4: At least 40% of households in homeless-dedicated crisis shelter and housing programs have some form of income.

2

Increase Access to Critical Services to Support Tulare County's Homeless Residents Exit Homelessness

Strategy 2.1 – Expand housing-focused crisis shelter options for households experiencing homelessness.

Strategy 2.2 – Establish a mobile multi-disciplinary program to support health and wellness and provide connections to benefits and other resources to exit homelessness.

Strategy 2.3 – Expand effectively coordinated countywide street and encampment outreach.

Strategy 2.4 – Deepen housing-focused emphasis and programming at locations people experiencing homelessness regularly access.

Detailed Strategies and Next Steps

Strategy 2.1 – Expand housing-focused crisis shelter options for households experiencing homelessness.

- 2.1.1 Establish at least three new housing-focused crisis shelters (one in each of Tulare County’s three largest jurisdictions), that use evidence-based practices to support households in exiting homelessness, minimize barriers that prevent people from participating, and are open around the clock to provide resources, services and a space for people to remain during the day.

Next Steps Include:

- ✓ *Create jurisdictional action committees in each major municipality to develop and implement a local plan, coordinate across jurisdictions, and report to the Countywide Task Force.*
- ✓ *See Appendix B for Proposed Action Plan.*

- 2.1.2 Evaluate approaches for increasing crisis shelter options for special populations.

Next Steps Include:

- ✓ *Work with hospitals to increase medical respite beds for discharging and medically fragile individuals.*
- ✓ *Establish a safe parking program for individuals and families experiencing vehicular homelessness.*
- ✓ *Explore bridge housing approaches for youth, families and other special sub-populations based in a multi-bedroom home shared housing model.*

Strategy 2.2 – Establish a mobile multi-disciplinary program to support health and wellness and provide connections to benefits and other resources to exit homelessness.

- 2.2.1 Create a mobile outreach van program that includes medical, behavioral health, and housing navigation services and can access people experiencing homelessness outside of urban areas.

Next Steps Include:

- ✓ *Evaluate options for obtaining an outreach van, including a community-based “Call to Service” fundraising campaign with service organizations and faith-based partners who may be interested in sponsoring the program, to grow community engagement in addressing homelessness.*
- ✓ *Explore approaches for publicizing community support (e.g., printing supporting organizations’ names on the van), and locating the van on the*

property of volunteering community groups for a weekly rotating schedule across the region.

- ✓ *Coordinate multiple service providers, such as KTHA Housing Navigators and HHSA public health and mental health services for the mobile outreach program.*

Strategy 2.3 – Expand effectively coordinated countywide street and encampment outreach.

- 2.3.1 Expand available outreach programs in each jurisdiction to reach more households who are disconnected from services and provide intensive engagement and support, including dedicated outreach in Porterville and City of Tulare areas.
- 2.3.2 Ensure existing outreach teams provide access to housing-focused case management, Coordinated Entry, HMIS, public benefits enrollment and other critical housing-focused resources.

Strategy 2.4 – Deepen housing-focused emphasis and programming at locations people experiencing homelessness regularly access.

- 4.4.1 Ensure staff trained on housing-focused approaches and housing navigation are available at crisis shelters, day centers, transit centers and libraries, and workforce development one-stop locations.
- 4.4.2 Establish a shared community-wide understanding across all homelessness service providers of best practices for implementing housing-focused approaches, including housing-focused case planning.
- 4.4.3 Continue strengthening coordination with mainstream (non-homeless-dedicated) resources such as legal aid, credit repair services, public benefits advocacy and appeals, workforce development and community volunteers.

Next Steps Include:

- ✓ *Work with mainstream providers to identify gaps and opportunities for enhancing access to housing-focused services for households in exiting homelessness.*



GOAL 3: EXPAND SERVICES FOR SUBPOPULATIONS WITH SPECIAL NEEDS

Measure 1: Fewer than 10% of formerly homeless households return to homelessness within one year after exiting to permanent housing.

Measure 2: Double the number of transitional age youth (16-24 years old) served by street outreach, emergency shelters, and supportive housing programs.

Measure 3: Reduce by 50% the number of persons age 55+ who are unsheltered.

3

Expand Services for Subpopulations with Special Needs

Strategy 3.1 – Anticipate and address the growing needs of older adults experiencing homelessness in Tulare County.

Strategy 3.2 – Strengthen the system of care targeting youth and young adults to ensure culturally competent service delivery and engagement.

Strategy 3.3 – Evaluate, track, and implement training and program modifications to address disparities in system access and service provision for special subpopulations, including for people of color, non-English speakers, and persons identifying as LGBTQ+.

Detailed Strategies and Next Steps

Strategy 3.1 – Anticipate and address the growing needs of older adults experiencing homelessness in Tulare County.

- 3.1.1 Support better connections to clinical diagnosis and disability documentation for seniors to establish eligibility for SSI, including strengthening system of clinicians trained in working with people experiencing homelessness with complex needs.
- 3.1.2 Identify and build connections with existing housing resources for seniors to support older adults experiencing homelessness.

Strategy 3.2 – Strengthen the system of care targeting youth and young adults to ensure culturally competent service delivery and engagement.

- 3.2.1 Conduct youth focus groups to identify priority needs and gaps in system accessibility for youth experiencing homelessness in Tulare County.
- 3.2.2 Monitor impact of the new Visalia youth Dream Center and consider expanding the model to Porterville and/or Tulare City.
- 3.2.3 Expand partnerships with schools and colleges, the child welfare system, the juvenile justice system, and runaway and homeless youth providers to address gaps and ensure coordinated and culturally competent access to a youth-informed system of care.

Next Steps Include:

- ✓ *Ensure youth access to Coordinated Entry and supportive housing resources, outreach and crisis shelter, and behavioral health and other supportive services.*
- ✓ *Consider Host Homes, TH-RRH or other models to increase options for youth experiencing homelessness.*

Strategy 3.3 – Evaluate, track, and implement training and program modifications to address disparities in system access and service provision for special subpopulations, including for people of color, non-English speakers, and persons identifying as LGBTQ+.

- 3.3.1 Assess and evaluate racial disparities in service access and provision, including in numbers receiving Coordinated Entry System assessment, matched to a housing program, entering housing, and retaining housing.

Provide cultural humility and implicit bias trainings and support for Coordinated Entry and direct service program staff, including outreach, emergency shelter, housing navigation, and housing program staff.

- 3.3.2 Add or modify Point in Time Count and HMIS measures to collect targeted data about special subpopulations, including persons identifying as LGBTQ+.

Next Steps Include:

- ✓ *Conduct focus groups and planning sessions to strategically expand PIT and HMIS coverage for tailored tracking of special populations.*
- ✓ *Enhance tracking of LGBTQ+ population experiencing homelessness by adding questions to the communitywide survey, engaging peer outreach, and leveraging peers in identifying locations for PIT.*
- ✓ *Ensure subpopulation fields in HMIS are tailored and being used by staff conducting intake. Train intake staff on cultural competency and ensuring equal access.*



GOAL 4: PREVENT HOMELESSNESS FOR THOSE AT RISK

Measure 1: After 2020, the number of people experiencing homelessness for the first time will be **reduced by 5% each year**, achieving a 20% annual reduction by 2025.

Measure 2: **Reduce by 50%** the number of households that return to homelessness in 6 months after exiting to permanent housing.

4

Prevent Homelessness for Those at Risk

Strategy 4.1 – Establish a coordinated homelessness prevention and problem solving (homelessness diversion) system to help people at high risk of homelessness remain housed.

Strategy 4.2 – Strengthen partnerships with criminal justice, child welfare, and healthcare systems to coordinate support for households at high risk of homelessness.

Strategy 4.3 – Increase support for formerly homeless households with intensive service needs to attain long-term housing stability.

Strategy 4.4 – Expand access to income, including employment and benefits, for people experiencing homelessness and recently homeless households.

Detailed Strategies and Next Steps

Strategy 4.1 – Establish a coordinated homelessness prevention and problem solving (homelessness diversion) system to help people at high risk of homelessness remain housed.

- 4.1.1 Develop prevention system protocols for identifying, prioritizing, and serving households at risk of homelessness.

Next Steps Include:

- ✓ *Pilot a countywide assessment tool (PR-VI-SPDAT) to prioritize households at risk for homelessness and establish eligibility criteria.*
- ✓ *Conduct a system mapping process that can identify “intercepts” or points of contact within the social services systems to strengthen access to households at risk.*

- 4.1.2 Identify and align resources for prevention and identify gaps in availability of crucial resources.

Next Steps Include:

- ✓ *Work with 2-1-1 to inventory the available prevention resources countywide and strengthen coordination across prevention partners.*
- ✓ *Increase resources available for temporary crisis assistance and landlord mediation to prevent homelessness.*

- 4.1.3 Train partners in problem solving conversation techniques.

- 4.1.4 Establish a monitoring protocol, including a field in HMIS to identify households who fall into homelessness for the first time, and to track impact of interventions.

Strategy 4.2 – Strengthen partnerships with criminal justice, child welfare, and healthcare systems to coordinate support for households at high risk of homelessness.

- 4.2.1 Support systems to identify and track people experiencing homelessness, and ensure cross-system partners are familiar with the Every Door Open Coordinated Entry System.

Strategy 4.3 – Increase support for formerly homeless households with intensive service needs to attain long-term housing stability.

- 4.3.1 Identify a sustainable funding source to continue the Housing Stabilization Pilot Program, providing intensive services for formerly homeless households with

extremely high needs in 2021 and beyond.

- 4.3.2 Expand availability of Assertive Community Treatment (ACT) teams to support Medi-Cal eligible households in retaining their housing and achieving long-term stability.

Next Steps Include:

- ✓ *Coordinate ACT and Housing Stabilization Programs with Coordinated Entry to prioritize households for support and leverage Medi-Cal resources.*

Strategy 4.4 – Expand access to income, including employment and benefits, for people experiencing homelessness and recently homeless households.

- 4.4.1 Monitor impact and consider expansion of the Environmental Cleanup Project (ECO), and evaluate other opportunities for supporting households in accessing entry level jobs.
- 4.4.2 Ensure all eligible program participants are enrolled in the public benefits for which they are eligible.

Next Steps Include:

- ✓ *Expedite access to clinicians who can provide disability documentation, including by ensuring clinicians are trained to work with people experiencing homelessness.*
- ✓ *Consider development of a program that helps connect municipal and county jobs with people with disabilities and participants of Rapid Rehousing programs.*



GOAL 5: STRENGTHEN PUBLIC ENGAGEMENT AND COMMUNITY-WIDE PARTNERSHIPS TO ENSURE RESOURCES TO ADDRESS HOMELESSNESS ARE BEING USED AS EFFECTIVELY AS POSSIBLE

Measure 1: All incorporated municipalities and key stakeholder groups have adopted the **Strategic Plan to Address Homelessness** in Tulare County.

Measure 2: Stakeholders are working together communitywide to implement **a shared set of strategies to address homelessness** in line with the roadmap in the Strategic Plan.

5

Strengthen Public Engagement and Community-Wide Partnerships to Ensure Resources to Address Homelessness are Being Used as Effectively as Possible

Strategy 5.1 – Deepen public understanding of homelessness and its solutions.

Strategy 5.2 – Centralize the countywide homelessness response strategy to avoid duplication and get the most value out of limited resources.

Strategy 5.3 – Increase participation by key stakeholders and essential community partners in meaningful solutions to address homelessness in Tulare County.

Detailed Strategies and Next Steps

Strategy 5.1 – Deepen public understanding of homelessness and its solutions.

- 5.1.1 Roll out the Strategic Plan, using the process to support community-wide engagement and alignment around a single roadmap for next steps in addressing homelessness in Tulare County.
- 5.1.2 Coordinate endorsement of the Strategic Plan by key partners to support alignment around a shared set of goals and strategies to most effectively target homelessness.
- 5.1.3 Establish a year-round communication strategy to educate the public about homelessness and the local homelessness response, addressing common myths and celebrating progress in Strategic Plan implementation.

Strategy 5.2 – Centralize the countywide homelessness response strategy to avoid duplication and get the most value out of limited resources.

- 5.2.1 Leverage the Tulare Countywide Task Force on Homelessness to be the central, countywide coordinating body for developing, implementing, and monitoring the Strategic Plan's strategies to address homelessness in Tulare County.
- 5.2.2 Develop a year-round structure for Countywide Strategic Plan implementation and reporting.

Next Steps Include:

- ✓ *Establish a Countywide Task Force Steering Committee to lead the development of the communication strategy, coordinate the Task Force's Strategic Plan implementation process, and make recommendations to the Task Force.*
- ✓ *Create an annual implementation calendar that provides for:*
 - > *Identifying annual implementation goals, strategies of focus for the upcoming year and key stakeholders for those strategies.*
 - > *Establishing stakeholder committees as needed to achieve strategies of focus, with a process for regular updates to the Countywide Task Force.*
 - > *Annual or bi-annual analysis of progress in implementation of strategies of focus, identification of challenges and approaches for addressing challenges.*
- 5.2.3 Establish Jurisdictional Action Committees to coordinate local Strategic Plan implementation in each municipality and report to Countywide Task Force.

- 5.2.4 Establish a central “backbone” position, funded by each jurisdiction, to coordinate communitywide Strategic Plan implementation and progress.

Strategy 5.3 – Increase participation by key stakeholders and essential community partners in meaningful solutions to address homelessness in Tulare County.

- 5.3.1 Involve philanthropy, service organizations, and faith community in supporting critical initiatives such as public engagement and education campaigns, the flexible housing and risk mitigation funds, and volunteer opportunities.

Next Steps Include:

- ✓ *Support opportunities for community members to engage and connect with people experiencing homelessness, such as volunteer food service, that then connect to larger solution-focused campaigns.*
- ✓ *Coordinate an Impact or “Call to Service” Campaign across multiple entities, for example to fund and host rotating sites for a mobile van providing multi-disciplinary services. (See Strategy 2.2)*

- 5.3.2 Include diverse stakeholders in Strategic Plan implementation processes and committees to support engagement across sectors and ensure that all partners with a stake in addressing homelessness are part of the solution.

APPENDIX A

Proposed Action Plan for Strategy 1.1 (Increase Development of Units Available for Permanent Supportive Housing)

Activity	Steps	Responsible Parties	Timeline
Develop the Pipeline Plan and countywide leadership and commitment to fulfil its goals.	Establish a Housing Committee of local developers, Housing Authority, city and County staff, and experienced service providers to develop and facilitate implementation of the Countywide Housing Development Pipeline.	Countywide Task Force	2019
	Draft the Pipeline Plan.	Housing Committee	2020
	Secure commitment by each municipality to develop and/or fund a pro-rata portion of dedicated Permanent Supportive Housing inventory by the end of 2025.	Visalia, Porterville, Tulare City	2020

Develop systems to increase community capacity to respond quickly to development opportunities.	Conduct a Tulare County Request for Qualifications process to establish a pre-qualified pool of developers who have experience developing affordable and supportive housing.	County Board of Supervisors	2020
	Establish processes for jurisdictions to provide robust and frequent early identification of property, surplus property, and site inventory available or expected to come available for development, including properties in need of rehabilitation.	Visalia, Porterville, Tulare City, Dinuba	2020
	Develop local policies to fast-track affordable development into the already existing housing pipeline (e.g., CEQA exemptions, zoning by right, or reduce/deferred waiving impact development fees) and require housing development that is dedicated to Permanent Supportive Housing and Extremely Low-income Households.	Visalia, Porterville, Tulare City	2021
Expand capital funding and resources available to meet the development goals.	Expand locally-dedicated resources to provide matching resources to take advantage of state and federal opportunities, including exploring strategic opportunities to pool state or other resources across jurisdictions.	County, Visalia, Porterville, Tulare City	2020
	Expand availability of project-based vouchers, property and financial resources for capital.	Housing Authority, County	Ongoing
	Identify and apply for relevant state and federal funding or resource opportunities (e.g., Housing Authority vouchers).	County, Visalia, Porterville, Tulare City	2022

APPENDIX B

Proposed Action Plan for Strategy 2.1 (Expand Housing-Focused Crisis Shelter Options/Low Barrier Shelter)

Activity	Steps	Responsible Parties	Timeline
Establish a Jurisdictional Action Committee in each of the three largest city jurisdictions to coordinate priority strategies (e.g., Low-Barrier Shelter)	Establish a Jurisdictional Action Committee with key stakeholders necessary to successfully design, develop, and implement a crisis shelter, including elected representatives, city staff, HHSA and direct service provider partners.	County, Visalia, Porterville, Tulare City, Other Partners	2020
	Action committee representatives across jurisdictions meet monthly to coordinate and address challenges, and report to Countywide Task Force.	Jurisdictional Action Committees	Throughout
	Committees identify and coordinate resources from each partner (e.g., County services, state/federal funding, city-owned property, nonprofit service providers, etc.).	Jurisdictional Action Committees	2020

Develop a plan to establish a low barrier, housing-focused crisis shelter.	Identify potential physical sites accessible to transportation and services and work with partners to settle on a location.	Jurisdictional Action Committees	2020
	Identify potential sources of start-up and operating funding and resources, including the appropriate resources from each partner to support the shelter.	Jurisdictional Action Committees	2020
	Identify an operating agency (either an existing nonprofit, a nonprofit not currently operating in Tulare County, or a new agency).	Jurisdictional Action Committees	2020
Prepare for shelter launch	Mobilize support and community education and engagement to communicate the critical role and impact of housing-focused crisis shelters on addressing homelessness and its impacts on the community.	County, Visalia, Porterville, Tulare City, Other Partners	2020
	Establish operating policies, procedures and integrated service provision across multiple partners. Coordinate with and between service providers to ensure program participants are offered robust and integrated service delivery and housing-focused supports.	Operating agency, in collaboration with the Action Committee	2021
	Develop low barrier housing-focused policies and procedures and retain service staffing.	Operating agency	2021

APPENDIX C

Examples of Jurisdictional Priority Strategies for 2020

This strategic plan identifies an ambitious but achievable vision for meaningfully addressing homelessness over the next five years. In 2020, individual jurisdictions are encouraged to focus on the individual strategies that will be most effective in addressing homelessness locally. The following identifies recommended strategies/steps from the goals above that individual jurisdictions may choose as areas of focus.

Strategy	Steps
1.1 – Permanent Supportive Housing Development	Participate in development of 5-year Countywide Housing Development Pipeline plan & commit to supporting local allocation of PSH units. Explore opportunities such as small homes.
1.2 – Increase Resources Available for Supportive Housing	Ensure the community is accessing available state/federal resources: apply for new state/federal funding opportunities, identify sources of match funds, and evaluate opportunities to align existing federal/state resources to more effectively address homelessness.
2.1 – Expand Housing-Focused Crisis Shelter Options	Establish a housing-focused low barrier shelter that uses evidence-based practices to support people in exiting homelessness.
2.3 – Expand Effectively Coordinated Street and Encampment Outreach	Establish or expand dedicated homelessness outreach, such as a multi-disciplinary HOPE team of police and HHSA mental health ride-along staff (already exists in Visalia).

2.4 – Deepen Housing-Focused Programming

Support co-location of housing navigation staff and other housing-focused resources at drop-in sites, transit centers, and other locations regularly accessed by people experiencing homelessness.

5.1 – Deepen Public Understanding of Homelessness and Its Solutions

Endorse the Countywide Strategic Plan and support the local community in understanding the causes of homelessness, its solutions, and the strategic steps being taken locally to address the crisis.

5.2 – Centralize the Countywide Homelessness Response Strategy

Establish a local jurisdictional Action Committee on homelessness to support local implementation of key strategies and coordinate with the Countywide Task Force to avoid duplication and efficient use of resources.

Partner with other jurisdictions to fund a centralized “backbone” position to coordinate community-wide Strategic Plan implementation, and ensure progress, effective coordination of resources, and meaningful outcomes.



CITY COUNCIL AGENDA – DECEMBER 17, 2019

SUBJECT: Consideration of Nomination to the Tulare County Council of Cities for Appointment as the Transit Representative "Alternate" for the Governing Board of the Tulare County Association of Governments (TCAG)

SOURCE: City Manager's Office

COMMENT: There is currently a vacancy as the Transit Representative "Alternate" on the Tulare County Association of Governments (TCAG) Governing Board that must be filled by a Council Member from a Tulare County city that directly provides Transit services in Tulare County. This is the position vacated by former Porterville City Council Member Cameron Hamilton, in support of the regular Transit Representative Member position currently filled by City of Farmersville Mayor Gregorio Gomez. This appointment will be made by the Tulare County Council of Cities, which according to its nomination procedures, will make its determination at its next meeting on January 15, 2020, of the following candidates:

- * Council Member Virginia Gurrola, City of Porterville
- * Council Member Brian Poochigian, City of Visalia

The City Council has been asked to nominate its preferred candidate for consideration by the Council of Cities.

RECOMMENDATION: That the City Council select a candidate to nominate for appointment by the Tulare County Council of Cities as the Transit Representative "Alternate" to the Governing Board of the Tulare County Association of Governments (TCAG).

ATTACHMENTS: 1. Letter dated December 6, 2019

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager



December 6, 2019

To: Tulare County City Managers

There is currently a vacancy on the Tulare County Association of Governments Board for the Alternate Transit Representative that must be filled by a City elected official. Per the Tulare County Council of Cities Process for Selecting a Transit Representative to the TCAG Board, the Cities were notified of the vacancy and interest from elected officials was sought.

The following are nominees for the Alternate Transit Representative on the TCAG Board. Names are listed in alphabetical order by last name:

Virginia Gurrola, Council Member, City of Porterville
Brian Poochigian, Council Member, City of Visalia

This position is to fill the unexpired term which ends on June 30, 2020.

Per the process adopted by the Council of Cities, the next step is for each City to place this item on a Council agenda, and each City Council will vote to select a nominee. The candidate that garners the most votes will be appointed as the alternate transit representative to the TCAG Board. If the nomination process results in a tie, this item will be forwarded to the Council of Cities for a final decision.

Please agendize this item as soon as possible, so that in the event of a tie this matter can be voted on by the Council of Cities at the January 15, 2020 meeting. Please email your City Council result to me by January 14, 2020.

If a City Council is unable to complete the process within the timeframes indicated, their vote will be considered an abstention, and the process will continue along the timeframes outlined.

Thank you,

A handwritten signature in blue ink, appearing to read "R. Groom".

Randy Groom
City Manager



CITY COUNCIL AGENDA – DECEMBER 17, 2019

SUBJECT: Review and Approval of Draft Recognized Obligation Payment Schedule for Fiscal Year 2020-2021

SOURCE: Community Development

COMMENT:

The Successor Agency to the Porterville Redevelopment Agency (the “Successor Agency”) was formed to administer the enforceable obligations and otherwise unwind the former affairs of the former Porterville Redevelopment Agency (the “Former Agency”), all subject to the review and approval by a seven-member Oversight Board. Until June 30, 2018, each successor agency had a local oversight board that served this purpose. As of July 1, 2018, all local oversight boards have been replaced by consolidated county-wide oversight boards as part of the streamlining and wind-down of redevelopment affairs.

Under Section 34171(h), a Recognized Obligation Payment Schedule (a “ROPS”) is "the document setting forth the minimum payment amounts and due dates of payments required by enforceable obligations for each fiscal year as provided in subdivision (o) of Section 34177." Under the mandatory dates in the Dissolution Law, the Successor Agency must submit a copy of the ROPS for fiscal year 2020-21 (the “ROPS 20-21”), after approval from the Oversight Board, to the County Administrative Officer (“CAO”), County Auditor-Controller (“CAC”), State Controller’s Office (“SCO”), and Department of Finance (“DOF”) by February 1, 2020.

In accordance with the Dissolution Act and the additional technical and substantive amendments by the legislature in AB1484 and SB107, the Successor Agency has prepared the ROPS 20-21 covering Enforceable Obligations for the period July 1, 2020 through June 30, 2021 (including the Successor Agency’s Administrative Budget for this same fiscal period). The ROPS 20-21 is being presented to the Countywide Oversight Board for consideration and approval at its meeting on January 24, 2020. Following approval by the Oversight Board, the Successor Agency must submit a copy of the ROPS 20-21 to the CAO, CAC, SCO, and DOF by February 1, 2020.

The Successor Agency is limited to making payments reflected on an approved ROPS; therefore, approval of the ROPS by the Successor Agency, Oversight Board and DOF is essential to the continued operation of the Successor Agency and wind-down of the affairs of the Former Agency.

RECOMMENDATION:

That the Successor Agency:

1. Adopt the draft Resolution approving the Recognized Obligation Payment Schedule for the fiscal period of July 1, 2020 through June 30, 2021, provided that should any modification be required to the ROPS 20-21 by the Department of Finance, the Executive Director and/or the Finance Director shall be authorized to make any augmentation, modification, addition or revision as may be necessary to conform the ROPS 20-21 to requirements imposed by the DOF; and
2. Direct Successor Agency staff to submit the ROPs 20-21 to the Countywide Oversight Board.

ATTACHMENTS:

1. Draft Resolution
2. Administrative Budget 20-21

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

SA RESOLUTION NO. 2019-__

RESOLUTION OF THE SUCCESSOR AGENCY TO THE
PORTERVILLE REDEVELOPMENT AGENCY APPROVING THE
RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR THE
FISCAL PERIOD OF JULY 1, 2020 THROUGH JUNE 30, 2021

WHEREAS, the Successor Agency to the Porterville Redevelopment Agency (“Successor Agency”) has been established to take certain actions to wind down the affairs of the Porterville Redevelopment Agency in accordance with Section 34173 of the Health and Safety Code; and

WHEREAS, prior to July 1, 2018 under the Dissolution Law, in particular Sections 34179 and 34180, certain actions of the Successor Agency were subject to the review and approval by a local seven member oversight board, which oversaw and administered the Successor Agency’s activities during the period from dissolution until June 30, 2018; and

WHEREAS, on and after July 1, 2018 under the Dissolution Law, in particular Section 34179(j), in every California county there shall be only one oversight board that is staffed by the county auditor-controller, with certain exceptions that do not apply in the County of Tulare; and

WHEREAS, on and after July 1, 2018 the County of Tulare, through the Tulare County Auditor Controller, established the single Tulare Countywide Oversight Board (the “Oversight Board”) in compliance with Section 34179(j), which serves as the oversight board to all of the successor agencies existing and operating in Tulare County, including the Successor Agency; and

WHEREAS, pursuant to Section 34171(h) of the Dissolution Act, a “Recognized Obligation Payment Schedule” means the document setting forth the minimum payment amounts and due dates of payments required by enforceable obligations for each annual fiscal period as provided in Section 34177(o) of the Dissolution Act; and

WHEREAS, pursuant to Section 34177(j) of the Dissolution Act, the Successor Agency is required to prepare and submit to the Oversight Board an “Administrative Budget” for each annual fiscal period corresponding to each Recognized Obligation Payment Schedule; and

WHEREAS, pursuant to Section 34177(o) of the Dissolution Act, the Successor Agency must prepare, approve, and submit to the Oversight Board for approval its Recognized Obligation Payment Schedule (“ROPS”) for the period covering July 1, 2020 through June 30, 2021 (also referred to as “ROPS 20-21”); and

WHEREAS, the Successor Agency has prepared its ROPS 20-21 for the period covering July 1, 2020 through June 30, 2021, which includes the Successor Agency’s Administrative Budget for such fiscal period; and

WHEREAS, the Successor Agency desires to approve the form of ROPS 20-21 in the form attached to this Resolution as Attachment No. 1, which is incorporated herein by this reference; and

WHEREAS, following approval of ROPS 20-21 (which includes the Fiscal Year 2020-21 Administrative Budget) by the Successor Agency Board, pursuant to Section 34177, subdivisions (j) and (o), and Section 34180(g) of the Dissolution Act, Successor Agency staff shall submit ROPS 20-21 to the Oversight Board and California Department of Finance (the “DOF”) for approval; and

WHEREAS, on January 24, 2020, the Tulare County Oversight Board will consider the approval of the ROPS 20-21, in the form attached hereto as Attachment No. 1; and

WHEREAS, the approved ROPS 20-21 is required to be electronically submitted to the DOF by the Oversight Board no later than February 1, 2019.

NOW, THEREFORE, BE IT RESOLVED, ordered and determined by the Successor Agency to the Porterville Redevelopment Agency, as follows:

SECTION 1. Incorporation of Recitals. The foregoing recitals are incorporated into this resolution by this reference, and constitute a material part hereof.

SECTION 2. Approval of ROPS 20-21 and Administrative Budget. The Successor Agency Board hereby approves the ROPS 20-21 in the form attached to this Resolution as Attachment No. 1, and authorizes the Successor Agency Executive Director to make such augmentation, modification, additions or revisions as he may deem appropriate.

SECTION 3. Submittal of ROPS 20-21 and Administrative Budget. The Executive Director is further authorized and directed to transmit ROPS 20-21 to the Oversight Board, and upon approval thereof by the Oversight Board, the Executive Director is directed to transmit the approved ROPS 20-21 to the County Auditor-Controller, the State Controller’s Office, and the DOF, and to post the ROPS 20-21 on the City’s website.

SECTION 4. Certification. The Secretary on behalf of the Successor Agency Board shall certify to the adoption of this Resolution.

SECTION 5. Effectiveness. This Resolution shall take effect upon the date of adoption.

PASSED, APPROVED AND ADOPTED this 17th day of December, 2019.

By: _____
Martha A. Flores, Chair

ATTEST:
John D. Lollis, Agency Secretary

Patrice Hildreth, Chief Deputy Agency Secretary

Recognized Obligation Payment Schedule (ROPS 20-21) - Summary
Filed for the July 1, 2020 through June 30, 2021 Period

Successor Agency: Porterville

County: Tulare

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	20-21A Total (July - December)	20-21B Total (January - June)	ROPS 20-21 Total
A Enforceable Obligations Funded as Follows (B+C+D)	\$ 223,498	\$ 132,054	\$ 355,552
B Bond Proceeds	62,548	-	62,548
C Reserve Balance	7,118	68,116	75,234
D Other Funds	153,832	63,938	217,770
E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)	\$ 34,044	\$ 125,488	\$ 159,532
F RPTTF	34,044	125,488	159,532
G Administrative RPTTF	-	-	-
H Current Period Enforceable Obligations (A+E)	\$ 257,542	\$ 257,542	\$ 515,084

Certification of Oversight Board Chairman:

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

Name Title

/s/ _____
Signature Date

Porterville
Recognized Obligation Payment Schedule (ROPS 20-21) - ROPS Detail
July 1, 2020 through June 30, 2021

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 20-21 Total	ROPS 20-21A (Jul - Dec)					20-21A Total	ROPS 20-21B (Jan - Jun)					20-21B Total
											Fund Sources						Fund Sources					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
								\$10,636,379		\$515,084	\$62,548	\$7,118	\$153,832	\$34,044	\$-	\$257,542	\$-	\$68,116	\$63,938	\$125,488	\$-	\$257,542
12	Loan for Parking Lot Improvements - Storm Drain	City/County Loan (Prior 06/28/11), 3rd party agmt- infrastructure	11/12/ 1997	06/30/2040	Risk Management	Loan repayment pursuant to HSC section 34191.4 (b).	Project Area No. 1 as Amended	-	Y	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-
15	Successor Agency Administration	Admin Costs	01/01/ 2015	06/30/2040	City of Porterville	Agency Administration cost.	Project Area No. 1 as Amended	400,000	N	\$20,000	-	-	10,000	-	-	\$10,000	-	-	10,000	-	-	\$10,000
16	Porterville Hotel Project	OPA/DDA/ Construction	09/16/ 2008	06/30/2018	various	Acquisition of property and demolition and clearing of the site	Project Area No. 1 as Amended	-	Y	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-
21	Tax Allocation Refunding Bonds, Series 2016A	Refunding Bonds Issued After 6/27/12	12/01/ 2016	06/01/2040	U.S. Bank National Association	Issuance of tax allocation refunding bonds to refund the 2008 bonds		6,617,616	N	\$319,120	62,548	7,118	89,894	-	-	\$159,560	-	68,116	-	91,444	-	\$159,560
22	Taxable Tax Allocation Refunding Bonds, Series 2016B	Refunding Bonds Issued After 6/27/12	12/01/ 2016	06/01/2040	U.S. Bank National Association	Issuance of taxable tax allocation refunding bonds to refund the 2008 bonds		3,473,763	N	\$169,964	-	-	50,938	34,044	-	\$84,982	-	-	50,938	34,044	-	\$84,982
23	Trustee Fees	Fees	12/01/ 2016	06/30/2040	U.S. Bank National Association	Trustee fees in relation to the Series 2016A and 2016B bonds		60,000	N	\$3,000	-	-	1,500	-	-	\$1,500	-	-	1,500	-	-	\$1,500
24	Continuing Disclosure Services and Dissemination Agent Fees	Fees	12/01/ 2016	06/30/2040	Willdan Financial Services	Professional fees in connection with continuing disclosure		60,000	N	\$3,000	-	-	1,500	-	-	\$1,500	-	-	1,500	-	-	\$1,500

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 20-21 Total	ROPS 20-21A (Jul - Dec)					20-21A Total	ROPS 20-21B (Jan - Jun)					20-21B Total
											Fund Sources						Fund Sources					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
						services and dissemination of information required by the Indenture of Trust																
25	Arbitrage Fees	Fees	12/01/2016	06/30/2040	Arbitrage Compliance Specialists, Inc.	Professional fees for the calculation of arbitrage in relation to the Series 2016A bonds		25,000	N	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-

Porterville
Recognized Obligation Payment Schedule (ROPS 20-21) - Report of Cash Balances
July 1, 2017 through June 30, 2018
(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (I), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.

A	B	C	D	E	F	G	H
	ROPS 17-18 Cash Balances (07/01/17 - 06/30/18)	Fund Sources					Comments
		Bond Proceeds		Reserve Balance	Other Funds	RPTTF	
		Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	
1	Beginning Available Cash Balance (Actual 07/01/17) RPTTF amount should exclude "A" period distribution amount.	90,745	-	86,966	41,692	30,103	
2	Revenue/Income (Actual 06/30/18) RPTTF amount should tie to the ROPS 17-18 total distribution from the County Auditor-Controller	1,410			227,608	799,859	
3	Expenditures for ROPS 17-18 Enforceable Obligations (Actual 06/30/18)	2,726		-	23,291	803,829	
4	Retention of Available Cash Balance (Actual 06/30/18) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)	26,881		86,966	28,238	-	PPA 16/17 \$68,116 APPLIED TO ROPS 20-21 RESERVE OF \$18,850 APPLIED TO ROPS 18-19 OTHER FUNDS \$28,238 APPLIED TO ROPS 18-19
5	ROPS 17-18 RPTTF Prior Period Adjustment RPTTF amount should tie to the Agency's ROPS 17-18 PPA form submitted to the CAC		No entry required			7,118	APPLIED TO ROPS 20-21
6	Ending Actual Available Cash Balance (06/30/18) C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)	\$62,548	\$-	\$-	\$217,771	\$19,015	

Porterville
Recognized Obligation Payment Schedule (ROPS 20-21) - Notes
July 1, 2020 through June 30, 2021

Item #	Notes/Comments
12	
15	
16	
21	
22	
23	
24	
25	

OBJECT #	ACCOUNT DESCRIPTION	2020-21 BUDGET
PERSONAL SERVICES		
-01	SALARIES, REGULAR	\$6,000
-02	SALARIES, PART TIME	\$0
-03	SALARIES, OVERTIME	\$0
-09	BENEFITS	\$1,800
SUB-TOTAL		\$7,800
MATERIALS, SUPPLIES & SERVICES		
-12	BUILDINGS/GROUNDS MAINTENANCE	\$0
-21	ADVERTISING	\$125
-22	PRINTING	\$150
-23	PROFESSIONAL SERVICES	\$10,000
-24	COLLECTION COSTS	\$0
-28	ADMINISTRATIVE SERVICES	\$0
-32	OFFICE AND COMPUTER SUPPLIES	\$0
-34	MAINTENANCE & REPAIR MATERIALS	\$0
-41	MEETING EXPENSE	\$0
-42	UTILITIES	\$0
-43	UNIFORM ALLOWANCE	\$0
-44	TRAINING EXPENSE	\$0
-45	PUBLICATION AND DUES	\$0
-46	POSTAGE	\$150
-52	INSURANCE, LIABILITY	\$0
-62	DEBT REDEMPTION	\$0
-64	AMORTIZATION	\$0
-65	DEPRECIATION EXPENSE	\$0
-66	OTHER EXPENSES	\$1,775
SUB -TOTAL		\$12,200
TOTAL		\$20,000