



**CITY COUNCIL AGENDA
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
JUNE 16, 2020, 5:00 PM**

Pursuant to Executive Order N-29-20, signed by Governor Newsom on March 17, 2020, and in an effort to protect public health and slow the rate of transmission of COVID-19, the City of Porterville is allowing for and encouraging electronic public participation at City Council Meetings. Until further notice, Porterville City Council Meetings will be livestreamed on YouTube at <https://www.youtube.com/channel/UC5KuhSrNMNL9nwHJVtnJvvA>. Public comments may be submitted to CouncilMeetingComments@ci.porterville.ca.us and will be read aloud for Council consideration during Oral Communications or during any public hearings as applicable. Members of the public are encouraged to submit comments prior to 6:30 p.m., Tuesday, June 16, 2020, to participate in said meeting. Staff will periodically check for any emails that may have been submitted after 6:30 p.m., however it is not guaranteed that those emails will be read prior to Council action. Please direct any questions to the Office of City Clerk, 559-782-7464.

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: 256 E. Orange Avenue, Porterville, CA. Agency Negotiator: John Lollis. Negotiating Parties: City of Porterville and Porterville Unified School District. Under Negotiation: Terms and Price.
- 2 -** Government Code Section 54956.8 – 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: 227 E. Oak Avenue, Porterville, CA. Agency Negotiator: John Lollis. Negotiating Parties: City of Porterville and Valley Adult Services, Inc. Under Negotiation: Terms and Price.
- 4 -** Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: 753 S. Plano Street, Porterville, CA. Agency Negotiator: John Lollis. Negotiating Parties: City of Porterville and David H. and Judy L. Pettis. Under

Negotiation: Terms and Price.

5 - Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: 940 W. Morton Avenue, Porterville, CA. Agency Negotiator: John Lollis. Negotiating Parties: City of Porterville and Jigish and Indira Shah. Under Negotiation: Terms and Price.

6 - Government Code Section 54957.6 – Conference with Labor Negotiators. Agency Negotiators: John Lollis and Patrice Hildreth. Employee Organizations: Porterville City Firefighters Association, Fire Officer Series, Porterville Peace Officers Association, Public Safety Support Unit, Porterville City Employees Association, Management & Confidential Series, and all unrepresented management employees.

7 - Government Code Section 54956.95 – Liability Claim: Claimant: Carol Mills. Agency claimed against: City of Porterville.

8 - Government Code Section 54956.95 - Liability Claim: Claimant: Elvira Rivera. Agency claimed against: City of Porterville.

9 - Government Code Section 54956.9(d)(1) - Conference with Legal Counsel - Existing Litigation: Vargas v. City of Porterville, Tulare County Superior Court Case No. 282443.

10 - Government Code Section 54956.9(d)(3) – Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation: Three cases in which facts are not yet known to potential plaintiff.

11 - Government Code Section 54956.9(d)(4) – Conference with Legal Counsel – Anticipated Litigation – Initiation of Litigation: Three cases.

12 - Government Code Section 54957 -- Public Employee Performance Evaluation -- Title: City Manager.

13 - Government Code Section 54957 -- Public Employee Performance Evaluation -- Title: City Attorney.

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

Pledge of Allegiance Led by Vice Mayor Reyes

Invocation

PRESENTATIONS

Children of First Responders - Donation for Porterville Firefighters' Memorial

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.

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
2. Library & Literacy Commission
3. Arts Commission
4. Animal Control Commission
5. Youth Commission

AB 1234 REPORTS

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

1. Local Agency Formation Commission (LAFCO) - June 3, 2020
2. Eastern Tule Groundwater Sustainability Agency - June 4, 2020
3. Tulare County Water Commission Meeting - June 8, 2020
4. League of Cities SSJV Division Meeting - June 11, 2020
5. Tulare County Association of Governments (TCAG) - June 15, 2020

Staff Informational Reports

Water Conservation Phase IV Status Update

CONSENT CALENDAR

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

1. **Authorization to Purchase Water Shares or Surface Water for Groundwater Recharge**
Re: Consideration to authorize to purchase water shares or surface water during the 2020/2021 fiscal year up to \$500,000.
2. **Authorization to Purchase Master Meter 4G Radio Read Water Meters**
Re: Considering approval to purchase new meters, replacement meters and/or meter registers during the 2020/2021 fiscal year, up to but not exceed \$480,000.
3. **Authorization to Purchase Mobile Library Vehicle Through California State Library Grant**
Re: Consideration to authorize the purchase of a mobile library vehicle not to exceed \$70,000.00.
4. **Authorization to Repair Refuse Truck Fuel Injection System**
Re: Consideration to authorize refuse truck repair by E.M. Tharp, Inc. - Golden State

Peterbilt at a cost not to exceed \$8,698.98

5. **Authorization to Repair Refuse Truck Transmission**
Re: Consideration to authorize refuse truck repair by Saunders Automatic Service Inc. at a cost not to exceed \$6,732.09
6. **Authorization to Advertise for Bids - Digesters 2 & 3 Repair Project**
Re: Consideration to approve staff's recommended Plans and Project Manual; authorize staff to advertise for bids; authorize the City Engineer to negotiate construction surveying services; and authorize the Finance Director to appropriate \$1,143,538.61 from WWTF Reserve Funds to fully fund the project.
7. **Authorization to Advertise for Bids - Well No. 35 Project (Phase 2 - Pumping Plant)**
Re: Considering approval of staff's Plans and Project Manual for the second phase of the well project and consists of the installation of a 125 HP pump, electrical system, above ground discharge piping, and other items of work necessary to provide a complete pumping plant. The well is located on the west side of Westwood Street, just north of the North Creek Subdivision which is located near the intersection of Westwood Street and Westfield Avenue.
8. **Authorization to Award Arc Flash Assessment Study**
Re: Request authorization to conduct an assessment study, at an estimated amount not to exceed \$14,203.54, to evaluate electrical equipment and power systems in order to predict the potential for an arc flash incident.
9. **Acceptance of Project - Rails-to-Trails Corridor Lighted Crosswalks Project**
Re: Consideration to accept the Rails-to-Trails Lighted Corridor Crosswalk Project as complete which consisted of installed three lighted crosswalk systems along Rails-to-Trails at Mill Ave, Oak Ave and Harrison Ave.
10. **Authorization of Post-Remediation Inspection Services by KCE Matrix**
Re: Consideration of inspection services to ensure the remediation and removal of combustion by-products at City Hall and Fire Station One in an amount not to exceed \$22,950.
11. **Bid Results for Stucco Repair and Painting of Fire Station 71**
Re: Consideration to award the Stucco Repair and Painting of Fire Station 71 Project to Dayco Construction Inc. in the amount of \$43,293; authorize a 10% (\$4,329.30) contingency for unforeseen construction costs; authorize 7.5% (\$3,247) for construction management and quality control; and authorize an additional appropriation of \$14,869.30 of Equipment Replacement Funds to fully fund the project.
12. **Approval of Resolution Authorizing the Filing of RSTP Exchange Program Fund Claim for the Year 2019-2020**
Re: Consideration to authorize and direct the Finance Director to sign and submit the FY 2019-2020 RTSP Exchange Program fund claim to the Tulare County Association of Governments on behalf of the City of Porterville in the amount of \$689,631.
13. **Assignment of Airport Lease and Consent to Sublet - Lot 30 A1-A3**
Re: Considering approval of the Assignment of the Airport Lease for Lot 30 A1-A3 between the City of Porterville and J. Enterprise Trust to Mr. Matt Quatacker, Mr. Mike Quatacker and Mrs. Debbie Quatacker; and authorize the Lessee, Mr. Matt Quatacker, Mr. Mike

Quatacker and Mrs. Debbie Quatacker, to sublet airport hanger on Lot 30 A1 and A3 at the Porterville Municipal Airport to Arrow Falcon Exporters, Inc.

- 14. Program Supplement to the Administering Agency-State Agreement - Tule River Parkway Phase III**
Re: Consideration to approve the draft Resolution authorizing the approval of the subject program supplement.
- 15. Authorization to Execute a Memorandum of Understanding.**
Re: Requesting authorization to enter in to a Memorandum of Understanding with Porterville Irrigation District.
- 16. Certification of Results of the Assessment Election; and Adoption of Resolution Ordering the Formation of a Landscape and Lighting Maintenance District for the Chelsea Glen Subdivision**
Re: Accepting the certification of results; and adopting the draft Resolution ordering the formation of a Landscape and Lighting Maintenance District for the Chelsea Glen Subdivision.
- 17. Acceptance of Donation and Restriction of Funds for Future Firefighter Memorial**
Re: Considering acceptance of \$8,524.02 from the fundraising efforts of the children of first responders for the future use for a bench and mural in memory of fallen fire personnel Captain Figueroa and Firefighter Jones.
- 18. Renewal of HR Test Rental and Use Agreement Between City of Porterville and CPS HR Consulting**
Re: Renewing the Test Security Agreement with CPS HR consulting for the utilization of written examinations for use in the City's recruitment process.
- 19. Status and Review of Local Emergency: Drought**
Re: Considering approval of the continuance of the Declaration of Local Emergency.

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

PUBLIC HEARINGS

- 20. Review of Cost Recovery and Special Assessment Approval for 472 N. Villa Street**
Re: Considering the nuisance abatement cost recovery amount of \$76,101.39 and approve the levying of a special assessment for that or lesser modified amount against the Nuisance Property.
- 21. Annual Adjustment of Fees by Application of the Engineering News-Record (ENR) Cost Index**
Re: Conduct the Public Hearing to consider all public testimonies, and implement the ENR Cost Index automatic 1.48% increase for FY 2020/2021.
- 22. Adoption of Fiscal Year 2020-2021 Budget**
Re: Consideration of adoption of the proposed 2020-2021 Fiscal Year Budget.

SCHEDULED MATTERS

- 23. Consideration to Scheduled Water Rate Increase**
Re: Consideration to review the automatic 2.3% Rate increase for July 1, 2020.

24. **Consideration of Calling November 3, 2020 General Election; Requesting Consolidation of Election; and Setting Specified Services**
Re: Consideration of consolidating the City's General Municipal Election of November 3, 2020, with Tulare County for Districts 3, 4, and 5; and selecting services to be provided.
25. **Consideration of Pursuing Potential Tax Measures for November 3, 2020 Election**
Re: Seeking direction concerning the City Council's interest in pursuing potential ballot measures concerning a cannabis excise tax and a transient occupancy tax increase.
26. **Consideration of a Resolution of Intent to Commence Proceedings in the Issuance and Sale of Revenue Bonds or Other Securities for Sewer, Storm Drain, Wastewater and Water System Capital Improvement Projects**
Re: Consider approval of a draft Resolution of intent to commence proceedings in the issuance and sale of revenue bonds or other securities of up to \$50,000,000 for sewer, storm drain, wastewater and water system improvements, including retaining a municipal advisor, a placement agent/underwriter, and a bond and disclosure counsel.
27. **Consideration of Appointing Council Member Gurrola to Alternative Member on the Tulare County Economic Development Corporation**
Re: Considering the appointment of Council Member Virginia Gurrola to represent the City as Alternate Member on the Tulare County Economic Development Corporation.
28. **Status and Review of Proclamation of Local Emergency: COVID-19**
Re: Considering approval of the continuation of the Proclamation of Local Emergency due to COVID-19.

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 July 7, 2020.

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 – JUNE 16, 2020

SUBJECT: Water Conservation Phase IV Status Update

SOURCE: Public Works

COMMENT: The City of Porterville has continued to implement an active water conservation approach, both conserving and providing flexibility to the community. The City transitioned from Phase III to Phase IV of the City's Water Conservation Plan 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 IV plan, the City reduced outdoor watering to one day per week watering schedule based on address. If an address ends with an "odd" number, the watering day is Saturday; if an address ends with an "even" number, the watering day is Sunday. 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 through Friday. Watering of outdoor landscaping is prohibited during, and within 48 hours after, measurable rainfall which is defined as greater than 0.01 of an inch.

Violations of prohibited activities are considered infractions and are punishable by fines of up to \$500 for each day in which the violation occurs. Any peace officer or employee of a public agency charged with enforcing laws and authorized to do so by Ordinance may issue a citation to the violator. The City of Porterville will be responding to enforcement by issuing a Notice of Violation for all witnessed occurrences and staff will be processing all reported issues. Enforcement statistics for the month of May 2020 show that a total of 35 Notice of Violations were issued for water wasting, and 0 Administrative Citations were issued.

Water production for May 2020 shows a 9% increase from the 5-year average. The production for the month of May 2020 was 318 million gallons, which when compared to the production for the month of May 2013 of 472 million gallons, equates to a 32.63% decrease. Residential consumption for May 2020 was 118.66 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 May 2020. Porterville's cumulative total production conservation through May 2020 is 22.28%. The cumulative total of GPCD for the City of Porterville's conservation efforts will reflect June 2015 through May 2020. Porterville's cumulative total GPCD conservation through May 2020 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.

Included as an attachment to this staff report, the City has officially transitioned to Phase III of the City's Water Conservation Plan effective June 1, 2020. As part of the Phase III plan, the City has increased restricted outdoor watering to a two days per week watering schedule based on physical address. If an address ends with an "odd" number, the watering day is Tuesday and Saturday; if an address ends with an "even" number, the watering day is Wednesday and Sunday. Watering is prohibited between the hours of 5 a.m. to 10 a.m. and 5 p.m. to 10 p.m., with no watering allowed Monday, Thursday, or Friday. Watering outdoor landscaping is prohibited during, and within 48 hours after measurable rainfall which is defined as greater than 0.01 of an inch.

RECOMMENDATION: Informational Only

ATTACHMENTS:

1. Monthly Production Status May 2020
2. Monthly Production Status GPCD May 2020
3. Drought Response Phase IV Flyer
4. Drought Response Phase III Flyer -

Appropriated/Funded:

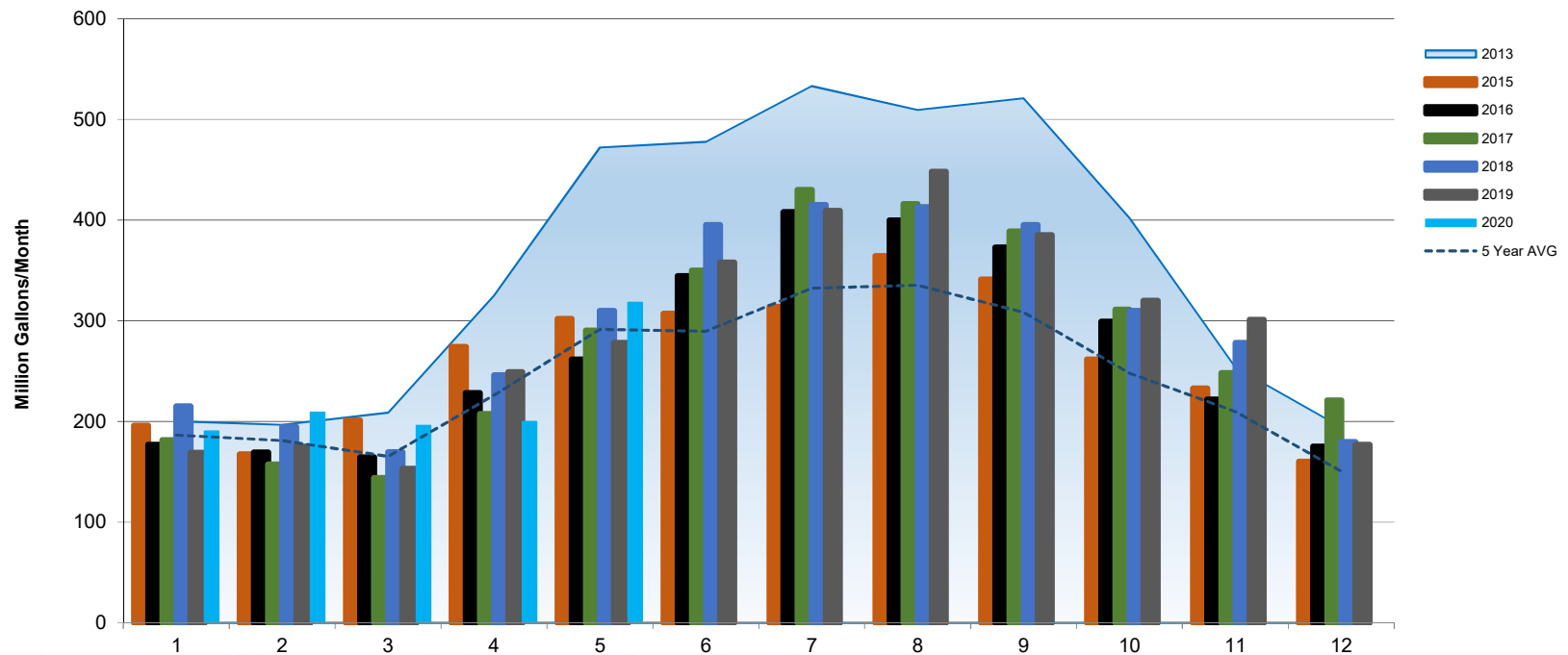
Review By:

Department Director:

Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager

Monthly Production Status & Cumulative Total June 2015 Through May 2020 Production Comparison to 2013 & 5 Year Average

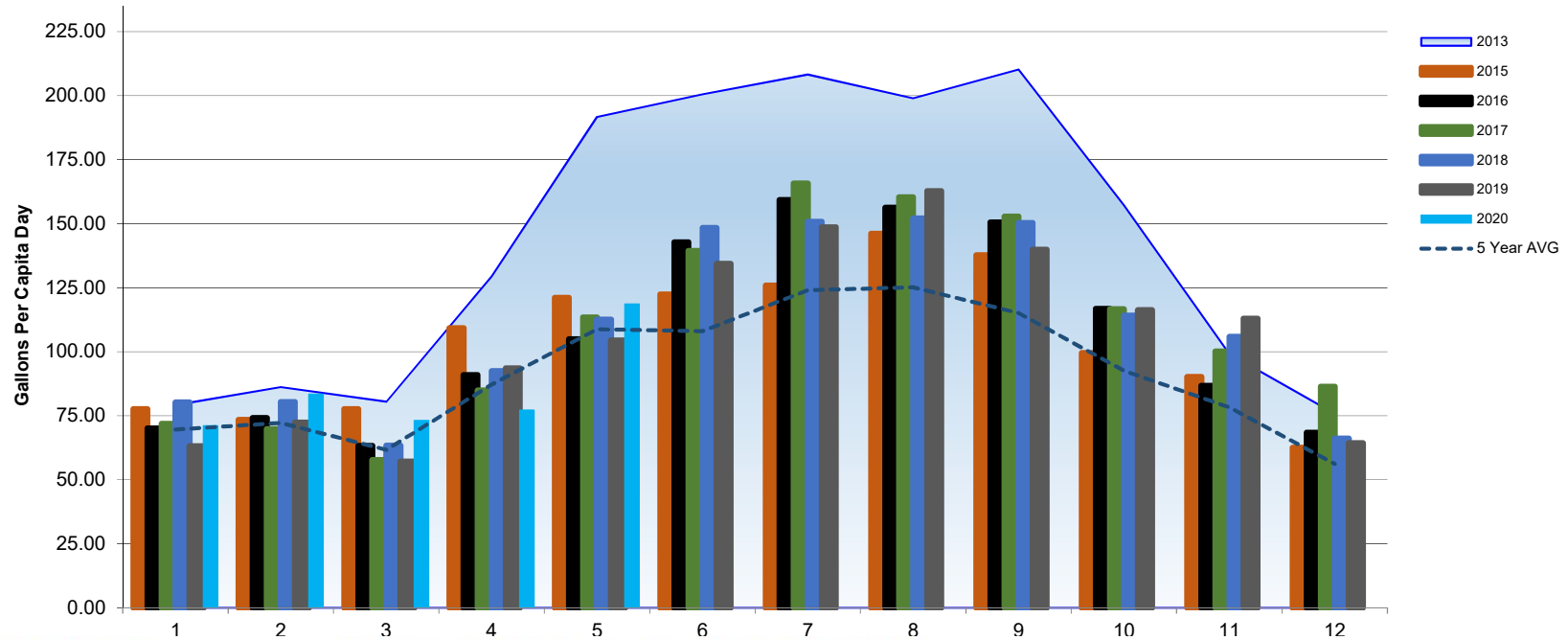


Production Cumulative Total 22.3%

	2015	2016	2017	2018	2019	2020	2015	2016	2017	2018	2019	2020
1	-2%	-12%	-9%	1%	-16%	-5%	-2%	-12%	-9%	1%	-16%	-5%
2	-15%	-14%	-20%	-7%	-11%	6%	-15%	-14%	-20%	-7%	-11%	6%
3	-4%	-21%	-31%	-13%	-27%	-6%	-4%	-21%	-31%	-13%	-27%	-6%
4	-16%	-30%	-36%	-29%	-23%	-38%	-16%	-30%	-36%	-29%	-23%	-38%
5	-36%	-45%	-38%	-39%	-41%	-33%	-36%	-45%	-38%	-39%	-41%	-33%
6	-36%	-28%	-27%	-26%	-25%	-	-36%	-28%	-27%	-26%	-25%	-
7	-41%	-24%	-19%	-25%	-23%	-	-41%	-24%	-19%	-25%	-23%	-
8	-28%	-21%	-18%	-24%	-12%	-	-28%	-21%	-18%	-24%	-12%	-
9	-35%	-28%	-25%	-29%	-26%	-	-35%	-28%	-25%	-29%	-26%	-
10	-35%	-26%	-23%	-27%	-20%	-	-35%	-26%	-23%	-27%	-20%	-
11	-8%	-13%	-2%	7%	19%	-	-8%	-13%	-2%	7%	19%	-
12	-18%	-10%	14%	-13%	-9%	-	-18%	-10%	14%	-13%	-9%	-

Percent Comparison to 2013 Production

**Monthly Production Status & Cumulative Total June 2015 Through
May 2020 Gallon Per Capita Day Comparison to 2013 & 5 Year Average**



Cumulative Total 26.8%

2015	-2%	-15%	-4%	-16%	-37%	-39%	-40%	-27%	-35%	-37%	-9%	-18%
2016	-12%	-14%	-21%	-30%	-45%	-29%	-24%	-21%	-28%	-26%	-13%	-10%
2017	-9%	-19%	-28%	-34%	-41%	-30%	-20%	-19%	-27%	-26%	1%	14%
2018	1%	-7%	-21%	-29%	-41%	-26%	-28%	-24%	-29%	-27%	7%	-13%
2019	-20%	-16%	-29%	-28%	-46%	-33%	-29%	-18%	-33%	-26%	14%	-15%
2020	-21%	-19%	-10%	-34%	-10%							

Percent Comparison to 2013 Production



DROUGHT RESPONSE Phase IV

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

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

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

Excessive water runoff is prohibited.

The washing of sidewalks and driveways is prohibited.

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

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

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

DROUGHT RESPONSE PHASE IV

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

Mandatory Odd/Even Watering Schedule

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

- Odd Address
- Even Address
- Outdoor Watering is Prohibited

ODD NUMBER ADDRESSES

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

OR

EVEN NUMBER ADDRESSES

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

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

**Mandatory
Odd/Even Watering
Schedule**

**Excessive water
runoff prohibited**

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

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

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

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

**NO WATERING
MONDAY THROUGH
FRIDAY.**



DROUGHT RESPONSE Phase III

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

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

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

Excessive water runoff is prohibited.

The washing of sidewalks and driveways is prohibited.

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

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

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

DROUGHT RESPONSE PHASE III

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

Mandatory Odd/Even Watering Schedule

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

Odd Address

Even Address

ODD NUMBER ADDRESSES

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

OR

EVEN NUMBER ADDRESSES

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

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

Mandatory Odd/Even Watering Schedule

Excessive water runoff prohibited

The washing of sidewalks and driveways is prohibited

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

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

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

NO WATERING ON MONDAYS, THURSDAYS, AND FRIDAYS.



CITY COUNCIL AGENDA – JUNE 16, 2020

SUBJECT: Authorization to Purchase Water Shares or Surface Water for Groundwater Recharge

SOURCE: Public Works

COMMENT: Staff annually requests authorization to purchase water shares or surface water for groundwater recharge. The City Council has in the past approved the purchase of surface water and/or water shares, when available, from surrounding water entities to be used for groundwater recharge.

The City currently owns 468 shares of Pioneer Water Company (PWC), and it has been Council's direction to increase the City's holdings and water rights when the opportunities arise. If approved, when water shares become available, the Public Works Director will be authorized to submit bids for share purchases. Authorization will also be given to negotiate surface water purchases with local irrigation districts who may have water available for sale to be used as groundwater recharge.

Staff recommends that Council authorize the Public Works Director, or the City Manager's designee, to purchase or bid on any available water shares in the 2020/2021 fiscal year with Pioneer Water Company and/or other water entities who may have available water for purchase, also allowing for the purchase of surface water being offered for sale. Funds for the purchase of water shares or surface water have been set aside in the Water Operating Fund budget for fiscal year 2020/2021.

RECOMMENDATION: That the City Council authorize the Public Works Director or the City Manager's designee to purchase water shares or surface water during the 2020/2021 fiscal year up to \$500,000.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:

Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – JUNE 16, 2020

SUBJECT: Authorization to Purchase Master Meter 4G Radio Read Water Meters

SOURCE: Public Works

COMMENT: Water meters installed throughout the City are critical to determining water consumption and generating revenue from water sales. This revenue source funds the operating and maintenance costs of the water utilities enterprise fund. The City owns and maintains approximately 16,800 meters throughout its water distribution system. In order to maintain the supply of meters staff would like to request the opportunity to purchase new and replacement water meter inventory in bulk for the 2020/2021 fiscal year. The City has previously ordered replacement water meters and registers in small increments, on an as needed basis, to refill stock and meet the demands of development. Last fiscal year, staff experienced extended lead times of up to ten (10) weeks, creating an operational challenge to meet demands and maintain replacement and reserve stock.

Master Meter Inc. meters currently comprise roughly 4,284 (26.43%) of the total active meters in the distribution system. The purchase of various sizes of new and replacement meters and registers are necessary to maintain system accounting and service account establishment. Master Meter, Inc. is a well-established manufacturer and supplier of meters throughout the industry, and the City's Water Utilities Division has been utilizing Master Meter meters in the City's water distribution system for more than 10 years. Core & Main, formerly HD Supply, is the sole distributor of Master Meter meters in California. With the East Porterville Water Consolidation Project, the City began the implementation of Master Meter 4G radio read meters and the meter reading equipment and is moving towards the conversion of existing direct read meters to radio.

Staff recommends that City Council authorize the Public Works Director to purchase Master Meter 4G radio read water meters, replacement meters and meter registers in the amount not to exceed \$480,000 in the 2020/2021 fiscal year. If approved, staff would be able to place large quantity orders at the beginning of the 2020/2021 fiscal year, avoiding the extended lead times and keeping up with demands. Funds for the purchase of these new meters, replacement meters and/or registers have been set aside in the Water Capital Improvement Budget for fiscal year 2020/2021 and will be funded by the Water Replacement Fund.

RECOMMENDATION: That the City Council authorize the Public Works Director to purchase new and replacement Master Meter 4G radio read water meters and meter registers from Core and Main during the 2020/2021 fiscal year, up to, but not to exceed \$480,000.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:

Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – JUNE 16, 2020

SUBJECT: Authorization to Purchase Mobile Library Vehicle Through California State Library Grant

SOURCE: Parks and Leisure Services

COMMENT: The 2019-2020 California State budget contains \$8 million for the State Library to provide grants to local public library jurisdictions to support mobile library solutions and to implement early learning and after-school programs. These new grant programs will increase Californians' access to health, educational, workforce and other services, while also increasing the mobility and accessibility of public libraries. City staff was successful in receiving a California State Library "Bringing the Library to You" Grant for \$60,000. The grant includes a 20% matching requirement that can be comprised of in-kind and/or funding. City staff time and donated materials qualify for the in-kind matching requirement.

With the City not currently having a library, a mobile library would serve as part of a temporary solution to bringing resources to the patrons until a permanent library is available to the public. The mobile library will be able to reach all areas of the community with the same one-on-one services offered in brick and mortar libraries. Mobile libraries also effectively extend the reach of the library's safe learning and social development areas. The mobile library will importantly provide visibility that library services are still available during this interim period of time in which a permanent library does not exist. It is staff's belief that this mobile option will compliment a temporary brick and mortar library that will likely have a smaller footprint than the former library and its permanent replacement.

Other cities that have been successful in receiving this grant have been opting for an electric vehicle. City staff has researched various vehicle options and also feels choosing electric would be the wise choice. A small electric vehicle is free from air pollution, quiet, and parts and accessories are often cheaper than parts for an average car or truck. New electric vehicles are typically built on a truck bed with customized shelving and storage systems easily added enabling as little as a single City staff member to pull up to a location and open up the sides of the vehicle to allow the public to access various materials.

The electric vehicle will be environmentally friendly and will be able to be charged at an existing charging station at the City's Corporation Yard. Staff will seek qualified vendors capable of producing the desired custom vehicle.

Another recent California recipient of the grant researched in-state vendors and was unable to find one with customization capabilities to meet the required specifications to provide the desired library services creating a sole source purchase. The vehicle price will include customization, a custom vehicle wrap, tax and shipping.

RECOMMENDATION: That the City Council authorize the Parks and Leisure Services Director to negotiate for the purchase of a mobile library vehicle not to exceed \$60,000.

ATTACHMENTS: 1. Mobile Library Exhibit

Appropriated/Funded:

Review By:

Department Director:

Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager





CITY COUNCIL AGENDA – JUNE 16, 2020

SUBJECT: Authorization to Repair Refuse Truck Fuel Injection System

SOURCE: Public Works

COMMENT: Vehicle #6657 is an active residential refuse truck which has extensive wear to the fuel injection system. This will require replacement of the fuel injectors, fuel lines and fuel rail. This vehicle is powered by a Cummins engine and must be serviced by an authorized Cummins engine repair facility.

Staff is requesting authorization to utilize E.M. Tharp, Inc. - Golden State Peterbilt, which is the nearest authorized Cummins repair service facility, at an estimated cost of \$8,698.98 (inclusive of all parts, taxes, labor, including a 10% contingency).

RECOMMENDATION: That the City Council:

1. Authorize the refuse truck repair by E.M. Tharp, Inc. - Golden State Peterbilt at a cost not to exceed of \$8,698.98 (inclusive of all parts, taxes, labor, including a 10% contingency); and
2. Authorize payment of said repair upon satisfactory completion.

ATTACHMENTS: 1. Truck #6657 Estimate

Appropriated/Funded:

Review By:

Department Director:

Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager

FLEET COPY: 1
POSTED: 06/05/20 10:19 am PDT



Golden State Peterbilt - Porterville
15243 Road 192 Porterville, California 93257
Phone: (559) 782-5800



Case Number: 6644892 - Repair Order Number: PR114486
Purchase Order Number: n/a
Service Writer: Santiago, *Ruby - Case Date: 05/28/20 09:24 am PDT

City Of Porterville	Unit #: 6657
Address: 291 NORTH MAIN STREET PORTERVILLE, CA 93257	Asset: 2006 AUTOCAR XPEDITOR WXR [XPEDITOR WXR] Miles 138,061
Phone: (559) 782-7456	Serial #: 6H202871
Fax:	VIN: 5VCEC6MF66H202871
Cust #: 2992	Engine: Not Supported
	Engine Hours: 16835



Complaint:
CEL ON

Operation	Operation	Labor	Parts	Core Charge	Total
1	CEL ON Parts: (1.0) FUEL LINE, (1.0) FUEL LINE, (1.0) FUEL LINE, (1.0) FUEL RAIL, (1.0) GASKET, (1.0) GASKET, VALVE COVER, (1.0) PIGTAIL, (2.0) GASKET-CONNECTION, (3.0) FUEL LINE, (6.0) CONNECTOR, INJ FUEL SUPPLY, (6.0) INJECTORS	\$2,325.00	\$4,899.69	\$0.00	\$7,224.69

Notes: [6/3/2020 at 04:11 pm PDT] - Unit 6657 was checked in at Golden State Peterbilt - Porterville, arrival time: 5/26/2020 at 09:24 am PDT. NOTE: Thank you for choosing EM Tharp for your service needs, your unit is checked in, Thank you, Michael
Repair status set to Checked-in.

[6/5/2020 at 10:19 am PDT] - Approval Requested for the estimate version 1, total \$7,908.16. View the estimate. NOTE: Here's your initial estimate.

Thanks, Michael
Repair status set to Hold (auth).

Parts: \$4,899.69
Labor: \$2,325.00
Core: \$0.00
Haz. Waste: \$25.00
Shop: \$232.50
Freight: \$0.00
Tax: \$425.97
TOTAL: \$7,908.16

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



CITY COUNCIL AGENDA – JUNE 16, 2020

SUBJECT: Authorization to Repair Refuse Truck Transmission

SOURCE: Public Works

COMMENT: Vehicle #6672, is an active commercial refuse truck which has experienced wear damage to the automatic transmission case and requires a replacement case and transmission overhaul. This vehicle utilizes an Allison automatic transmission and must be serviced by an authorized Allison Transmission repair facility.

Staff is requesting authorization to utilize Saunders Automatic Service Inc. in Fresno, which is the nearest authorized Allison repair service facility, at an estimated cost of \$6,732.09 (inclusive of all parts, taxes, labor, including a 10% contingency).

RECOMMENDATION: That the City Council:

1. Authorize the refuse truck repair by Saunders Automatic Service Inc. at a cost not to exceed \$6,732.09 (inclusive of all parts, taxes, labor, including a 10% contingency); and
2. Authorize payment of said repair upon satisfactory completion.

ATTACHMENTS: 1. Transmission Repair Quote

Appropriated/Funded:

Review By:

Department Director:

Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager

Saunders Automatic Service

Saunders Automatic Service, Inc.



1720 H St.

Fresno, CA 93721

phone (559) 233-5001

fax (559) 233-3910

www.saundersautomatic.com

Quotation

W 7695

Date

/ /

Date Open

05/28/2020

Page: 1 of 2

Sold To : 782-7597

Ship To :

CITY OF PORTERVILLE
291 N. MAIN STREET

PORTERVILLE CA 93257 USA

Written By DUSTY	Terms NET 30	Time 13:07:58	Customer Po #	Promised	Phone	Ship Via
Unit # 6672	Plate #	Year 2009	Make PETE	Model PB320	Mileage/Hrs 121384/0.0	VIN 3BPZX50X6AF719981
						Engine

Qty	Description	Price	Amount
28.00	*** TRANS R&R AND PARTIAL OVERHAUL LABOR*** COMPLAINT: HOLE RUBBED INTO SIDE OF TRANS CASE LEAKING OIL. CORRECTION: WE REMOVED TRANS, DISASSEMBLED INTO SUB ASSEMBLIES AND INSPECTED. BESIDES THE DAMAGED CASE WE FOUND SOME BUSHING AND CLUTCH WEAR, AS WELL AS SOME WEAR CAUSED BY DRIVE LINE VIBRATION, DUE TO THE U-JOINTS BEING WORN. WE RECOMMEND REPAIRING OR REPLACING THE TRANSMISSION PARTS LISTED AND THE DRIVE LINE U-JOINTS, POSSIBLY HAVE DRIVE LINES SENT OUT TO BE CHECKED FOR BALANCE ISSUES.	115.00	3220.00
1.000	ALI29558329 FILTER KIT 6	68.37	68.37
10.00	ALI29536340 PLATE-FRICTION, C3/C4	47.77	477.70
1.000	ALI29542029 BUSHING, PUMP SET - H	177.59	177.59
2.000	ALI29505605 BUSHING- 28 ID	28.47	56.94
4.000	ALI29506055 WASHER - THRUST	5.86	23.43
3.000	ALI29535988 RING-INDEX	25.29	75.87
1.000	ALI29537060 BUSHING PUMP BODY	47.07	47.07
1.000	USD29544593U CASE, MAIN - HD	615.00	615.00
1.000	ALI29549658 SWITCH ASSEMBLY	43.70	43.70
1.000	ALI29552364 SWITCH ASSEMBLY	54.60	54.60
1.000	ALI29559772 KIT-SEAL & GASKET	619.63	619.63

Parts..... 2724.80
Labor..... 3220.00

Thank You for your business, Jock and Dusty Saunders. This invoice is due 30 days following the invoice date; a 1.5% late fee will be added to any past du

Sub Total 5944.80
Sales Tax.... 217.30

Authorized By _____

TOTAL

Continued

Saunders Automatic Service

Saunders Automatic Service, Inc.



1720 H St.

Fresno, CA 93721

phone (559) 233-5001

fax (559) 233-3910

www.saundersautomatic.com

Quotation

W 7695

Date

/ /

Date Open

05/28/2020

Page: 2 of 2

Sold To : 782-7597

Ship To :

CITY OF PORTERVILLE
291 N. MAIN STREET

PORTERVILLE CA 93257 USA

Written By DUSTY		Terms NET 30		Time 13:07:58		Customer Po #		Promised		Phone		Ship Via			
Unit # 6672		Plate #		Year 2009		Make PETE		Model PB320		Mileage/Hrs 121384/0.0		VIN 3BPZX50X6AF719981		Engine	

Qty	Description	Price	Amount
10.00	LUBTRANSYND GAL SYNTHETIC TRANS OIL GALLON	46.49	464.90
		SubTotal	5944.80

Parts..... 2724.80
Labor..... 3220.00

Thank You for your business, Jack and Dusty Saunders. This invoice is due 30 days following the invoice date; a 1.5% late fee will be added to any past due

Sub Total 5944.80
Sales Tax.... 217.30

Authorized By _____

TOTAL 6162.10



CITY COUNCIL AGENDA – JUNE 16, 2020

SUBJECT: Authorization to Advertise for Bids - Digesters 2 & 3 Repair Project

SOURCE: Public Works

COMMENT: Plans and Project Manual have been prepared for the Digester 2 and 3 Repair Project. The project will be located at the City of Porterville Waste Water Treatment Facility. The project will include the repair of Digesters No. 2 and No. 3 as both experienced structural damage of their steel dome covers. Digester No. 2 dome cover was installed in 1953. There is significant corrosion damage to the Digester No. 2 floating dome cover that renders it inoperable. Digester No. 3 dome cover was installed in 1977. Digester No. 3 fixed dome cover was damaged when overflow piping plugged due to struvite build up in supernatant piping and has been out of service since 2016. Repairs will likely require removing the digester dome cover to repair damage to the concrete wall at cover anchor bolt locations. Additionally the center column support bracing has buckled in at least one location. Also the obsolete heat exchanger that was installed in 1977 and the digester gas flare, will be replaced. The flare has recently required repairs to fix digester gas leaks.

The estimate of probable cost for the entire project is \$2,358,533 with \$235,853.30 required for the construction contingency (10%). An additional \$165,097.31 (7%) is required for construction management, quality control and inspection. The total estimated cost associated with the project is \$2,759,483.61. An Estimate of Probable Cost is attached for Council's review.

In the past, contractors awarded a City project would have hired their own land surveyors. Due to a ruling by the State of California Board of Professional Engineers, Land Surveyors and Geologists, staff must directly engage the services of a land surveyor. The Board of Professional Engineers, et al, has ruled that a contractor is in violation of Business and Professional Code sections 8726 and 8729 if he (contractor) hires the land surveyor. Surveying will be performed by a consultant directly contracted by the City.

Funding for the project is approved in the 2019/2020 FY budget. Initial planned funding appropriations as defined in the 2019/2020 FY annual budget is from WWTF Reserve Funds in the amount of \$1,615,945. The estimated cost for the project are \$2,759,483.61, equating to a shortfall of \$1,143,538.61 of WWTF Reserve Funds to fully fund the repairs required for the project.

RECOMMENDATION: That City Council:

1. Approve staff's recommended Plans and Project Manual;
2. Authorize staff to advertise for bids on the project;
3. Authorize the City Engineer to negotiate construction surveying services with one of the firms as approved by Council MO #02-100714;
4. Authorize the Finance Director to appropriate \$1,143,538.61 from WWTF Reserve Funds to fully fund this project;

ATTACHMENTS:

1. Locator Map
2. Engineer's Estimate of Probable Cost

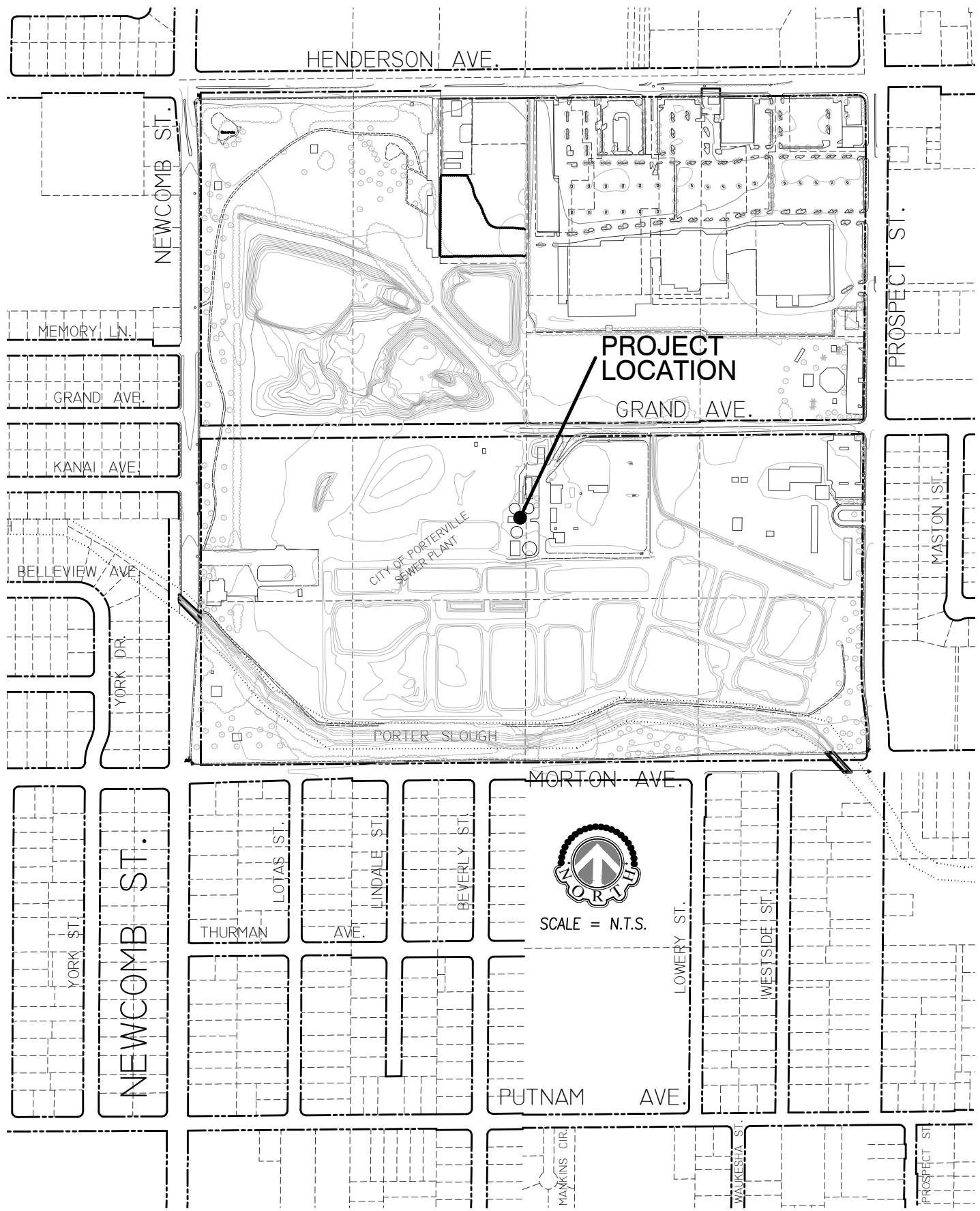
Appropriated/Funded:

Review By:

Department Director:

Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager



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

WWTF REPAIR OF DIGESTER #2 AND #3 PROJECT

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

PROJECT SUMMARY

Project: Digesters Rehabilitation Project
Client: City of Porterville
Location: Porterville, CA
Zip Code: 93257

Estimate Class: 1
PIC: ETC
PM: MED
Date: May 28, 2020
By: IKC
Reviewed: MED

Carollo Job # 11119A.10

NO.	DESCRIPTION	TOTAL
TOTAL DIRECT COST		\$1,725,224
	Builder's Risk & GL Insurance 1.25%	\$21,565
	Subtotal	\$1,746,789
	General Contractor Overhead, Profit & Risk 10.0%	\$174,679
	Subtotal	\$1,921,468
	Performance & Payment Bond 1.25%	\$24,018
	Subtotal	\$1,945,487
	Design/Risk Contingency 10.0%	\$194,549
	Subtotal	\$2,140,035
	COVID Response 3.0%	\$64,201
	Subtotal	\$2,204,236
	Bid Market Allowance 7.0%	\$154,297
TOTAL ESTIMATED CONSTRUCTION COST		\$2,358,533

The cost estimate herein is based on our perception of current conditions at the project location. This estimate reflects our professional opinion of accurate costs at this time and is subject to change as the project design matures. Carollo Engineers have no control over variances in the cost of labor, materials, equipment; nor services provided by others, contractor's means and methods of executing the work or of determining prices, competitive bidding or market conditions, practices or bidding strategies. Carollo Engineers cannot and does not warrant or guarantee that proposals, bids or actual construction costs will not vary from the costs presented as shown.

Spreadsheet Level	Takeoff Quantity	Labor Hours	Labor Amount	Material Amount	Sub Amount	Equip Amount	Other Amount	Total Amount
00 General								
00 General								
01 B 05 General Conditions - Safety Supplies, Small Tools & EQ Mob to Site	1.00 ls			31,735	2,000			33,735
01 C 01 General Conditions - Supervision	3.00 mo	1,212.4	116,924			3,521		120,445
01 F 02 General, Duration Eq	1.00 ls					16,288		16,288
40 A 1000 General Mechanical Equipment	1.00 ls	366.0	38,596	18,644		85,783		143,023
00 General		1,578.4	155,520	50,379	2,000	105,592		313,491
00 General		1,578.4	155,520	50,379	2,000	105,592		313,491
01 Sitework								
01 Sitework & Demo								
03 C 02 Sitework, Pipe Supt Ftg, 3 ea	4.56 cy	1.0	79			21		100
01 Sitework & Demo		1.0	79			21		100
03 Concrete								
03 C 02 Sitework, Pipe Supt Ftg, 3 ea	4.56 cy	47.5	4,431	2,523	77	1		7,033
05 A 00 Sitework, Pipe Support Towers, S06	1.00 ls	10.0	748	236				984
03 Concrete		57.5	5,179	2,759	77	1		8,017
05 Metals								
03 C 02 Sitework, Pipe Supt Ftg, 3 ea	4.56 cy	6.0	449	708				1,157
05 A 00 Sitework, Pipe Support Towers, S06	1.00 ls	186.0	15,324	27,669		3,582		46,575
05 Metals		192.0	15,772	28,377		3,582		47,732
07 Process Pipe								
40-0501-201 Site - AG Yard Pipe - 6" DG	286.00 lf	341.3	34,235	58,707				92,942
07 Process Pipe		341.3	34,235	58,707				92,942
09 Elect & I&C								
02-426-150 Demo Equipment	1.00 ls	7.9	852					852
26-051-130 Wire - Existing Manhole to Existing PLC (C210)	10.00 lf	13.6	1,466	110				1,576
26-051-130 Wire and Conduit - Existing Manhole to Existing Panel L1P-8 (L103)	10.00 lf	11.7	1,258	204				1,462
26-051-130 Wire - Existing Manhole to Existing MCC-8 (P210)	10.00 lf	9.3	999	94				1,093
26-051-130 Wire - Existing Manhole to Existing PLC (S101)	10.00 lf	4.0	428	26				454
26-241-210 Panel L1P-8	0.00	1.0	108	4				111
26-241-900 MCC Breakers	2.00 ea	11.3	1,215	625				1,840
33-710-008 Underground Duct Bank Conduit - Existing Pullbox to Existing Vault - DB-B	20.00 lf	67.6	6,889	6,470		188		13,546
33-710-008 Underground Duct Bank Conduit - Existing Pullbox to Existing Digester #3 - DB-B	50.00 lf	104.7	10,661	10,430		191		21,282
09 Elect & I&C		231.1	23,876	17,962		379		42,217
01 Sitework		822.9	79,141	107,806	77	3,983		191,008
06 Heat Exchanger								
01 Sitework & Demo								
02 C 300 Heat Exchanger, Demo Existing Pad	0.44 cy	3.5	286		211	237	15	749
01 Sitework & Demo		3.5	286		211	237	15	749
03 Concrete								
03 C 02 Heat Exchanger, Concrete Pad, HE 1	3.56 cy	33.0	3,089	1,940	60	7		5,096
03 Concrete		33.0	3,089	1,940	60	7		5,096
06 Process Equipment								
46 A 1000 Heat Exchanger - M01	1.00 ea	102.0	9,808	71,555				81,363
06 Process Equipment		102.0	9,808	71,555				81,363
07 Process Pipe								
40-0517-010 Heat Exchanger - Process Pipe	10.00 lf	10.4	1,043	4,386				5,429
07 Process Pipe		10.4	1,043	4,386				5,429
06 Heat Exchanger		149.0	14,226	77,881	271	244	15	92,637

Spreadsheet Level	Takeoff Quantity	Labor Hours	Labor Amount	Material Amount	Sub Amount	Equip Amount	Other Amount	Total Amount
12 Digester 2								
01 Sitework & Demo								
02 A 000 Digester 2, Demo Existing Handrail	1.00 ls	17.6	1,477		112	234	297	2,120
02 D 010 Digester 2, Remove Cover Guide, Assume 4 locations	1.00 ls	16.1	1,432		112	9,801	297	11,643
03 A 00 Digester 2, Patch Concrete at Cover Guides, 4 ea	1.00 ls	41.8	3,176		14	49	34	3,272
03 A 00 Digester 2, Patch Concrete at Center column	1.00 ls	5.2	406	1	14	88	34	542
40 A 2000 Digester No. 2 - Demo Floating Cover and Center Column	1.00 ls	146.0	11,095					11,095
01 Sitework & Demo		226.7	17,586	1	253	10,172	662	28,673
03 Concrete								
03 A 00 Digester 2, Patch Concrete at Cover Guides, 4 ea	1.00 ls	34.8	2,742	524		595		3,860
03 A 00 Digester 2, Patch Concrete at Center column	1.00 ls	7.6	596	168		129		894
03 Concrete		42.3	3,338	692		725		4,754
04 Architectural								
09 G 10 Digester 2, Structural Coatings at New Dome, Top, Underside and Skirt	3,620.00 sf	707.3	56,066	39,828		3,772		99,666
04 Architectural		707.3	56,066	39,828		3,772		99,666
05 Metals								
05 A 00 Digester 2, New Handrail	142.00 lf	33.2	3,036	14,159				17,195
05 A 00 Digester 2, Ladder and Supports	1.00 ls	15.3	1,362	6,647		444		8,453
05 Metals		48.5	4,398	20,806		444		25,648
06 Process Equipment								
46 A 1000 Digester No. 2 - New Floating Cover	1.00 ea	621.3	61,696	167,584				229,279
06 Process Equipment		621.3	61,696	167,584				229,279
07 Process Pipe								
40-0501-201 Digester No. 2 - 8" DG	12.00 lf	24.8	2,488	24,660				27,148
07 Process Pipe		24.8	2,488	24,660				27,148
12 Digester 2		1,670.9	145,571	253,571	253	15,113	662	415,169
13 Digester 3								
00 General								
01 E 01 Digester 3, Non-Destructive Testing, Ground Penetrating Radar	1.00 ls			7,080				7,080
00 General				7,080				7,080
01 Sitework & Demo								
02 A 000 Digester 3, Remove & Replace Light Pole	1.00 ls	10.0	956		750	1,302		3,008
02 A 000 Digester 3, New Gas Sealent	141.00 lf				1,410	214		1,624
02 A 000 Digester 3, Remove Gas Sealent	141.00 lf	28.4	2,124			214		2,338
02 A 000 Digester 3, Demo Existing Handrail	1.00 ls	17.6	1,477		112	234	297	2,120
02 C 320 Digester 3, Demo top 3.25' of Wall	13.00 cy	148.6	13,242	1,558	4,467	12,118	439	31,823
02 C 320 Digester 3, Demo top 2' of Overflow Box	1.85 cy	17.9	1,558	99	1,250	1,636	62	4,606
02 C 320 Digester 3, Remove Embeded Frame & Cover	1.00 ls	6.8	542	118	362	193	149	1,363
31 A 000 Digester 3, Minor Excavation For Wall Demo	50.00 cy	8.3	709	708	112	1,342		2,871
40 A 2000 Digester No. 3 - Remove Digester Cover	1.00 ls	96.0	7,296					7,296
01 Sitework & Demo		333.6	27,902	2,483	8,463	17,255	947	57,049
03 Concrete								
03 F 01 Digester 3, Replace top 3.25' of wall	17.00 cy	426.8	38,958	15,071	289	18		54,336
03 F 01 Digester 3, Replace to 2' of Vault walls	0.74 cy	44.4	4,056	1,312	13	2		5,383
03 Concrete		471.2	43,014	16,382	302	20		59,718
04 Architectural								
02 A 000 Digester 3, New Gas Sealent	141.00 lf	42.6	3,185	4,482				7,668
09 G 10 Digester 3, Concrete Coatings at New Walls	357.50 sf				10,725			10,725
09 G 10 Digester 3, Structural Coatings at Refurbished Dome Top, Underside and Skirt	3,620.00 sf	707.3	56,066	39,828		3,772		99,666
04 Architectural		749.9	59,251	44,310	10,725	3,772		118,059

Spreadsheet Level	Takeoff Quantity	Labor Hours	Labor Amount	Material Amount	Sub Amount	Equip Amount	Other Amount	Total Amount
05 Metals								
05 A 00 Digester 3, Checkered Plate Cover	20.00 sf	11.6	958	623				1,581
05 A 00 Digester 3, SST Plate TOW	12.00 ea	74.6	5,667	12,918				18,585
05 Metals		86.1	6,625	13,542				20,166
06 Process Equipment								
46 A 1000 Digester No. 3 - Repair & Reinstall Cover	1.00 ea	234.0	23,411	15,198				38,610
06 Process Equipment		234.0	23,411	15,198				38,610
07 Process Pipe								
40-0501-201 Digester No. 3 - Digester Gas Pipe	31.00 lf	29.2	2,924	16,436				19,360
07 Process Pipe		29.2	2,924	16,436				19,360
09 Elect & I&C								
25-2005-102 Indicator - Pressure	3.00 ea	10.4	1,603	249				1,852
25-2005-120 Indicator - Temperature	2.00 ea	6.9	1,069	166				1,234
25-2005-214 Transmitter - Temperature - TIT631A	1.00 ea	7.7	1,183	2,328				3,511
25-2005-214 Transmitter - Temperature - TIT631B	1.00 ea	7.7	1,183	2,328				3,511
25-2005-302 Switches - Pressure - PSH-631	1.00 ea	7.9	1,221	684				1,905
25-2005-600 Control Panel - LCP-631B	1.00 ea	6.1	820	2,632				3,452
26-052-310 Duct Bank Ground Cable Connection to Existing Ground	0.00	2.3	247	16				263
26-053-070 Coated GRC - Tee to Tee (C205)	20.00 lf	5.7	614	797				1,411
26-053-070 Coated GRC Tee to PSH-631 (C202)	10.00 lf	6.4	691	587				1,277
26-053-070 Coated GRC Tee to LCP-631B (C203)	10.00 lf	8.8	941	573				1,514
26-053-070 Coated GRC Tee to VAL-631 (C201)	20.00 lf	15.3	1,647	859				2,506
26-053-070 Coated GRC Tee to VAL-631 (S201)	20.00 lf	13.7	1,475	820				2,295
26-053-070 Coated GRC Tee to Tee (S209)	10.00 lf	5.9	639	640				1,279
26-053-070 Coated GRC Tee to TITA-631A (S206)	10.00 lf	7.6	812	600				1,413
26-053-070 Coated GRC Tee to TITA-631B (S207)	10.00 lf	7.6	812	600				1,413
26-053-070 Coated GRC Disconnect to VAL-631 (P201)	10.00 lf	8.5	910	642				1,553
26-053-070 Coated GRC Disconnect to PMP-631B (P206)	10.00 lf	8.5	910	642				1,553
26-053-070 Coated GRC Tee to Disconnect for VAL-631 (P202)	10.00 lf	5.0	538	615				1,152
26-053-070 Coated GRC Tee to Disconnect for VAL-631 (P207)	10.00 lf	5.0	538	615				1,152
26-286-112 Disconnect for Circ Pump Heat Exchanger	1.00 ea	6.3	678	2,024				2,702
26-286-112 Disconnect for 3-Way Valve	1.00 ea	6.3	678	2,024				2,702
09 Elect & I&C		159.4	19,209	20,441				39,650
13 Digester 3		2,063.4	182,336	135,872	19,490	21,048	947	359,692
20 Flare								
01 Sitework & Demo								
03 C 02R1 Flare, SOG	2.14 cy	1.0	84			22		105
03 D 02 Flare, Trapisoid Support	2.08 cy	0.2	14			4		17
40 A 2000 Demo Flare	1.00 ls	16.0	1,216					1,216
01 Sitework & Demo		17.2	1,313			25		1,338
03 Concrete								
03 C 02R1 Flare, SOG	2.14 cy	13.7	1,251	963	36	1		2,251
03 D 02 Flare, Trapisoid Support	2.08 cy	20.4	1,919	1,217	35	1		3,173
03 Concrete		34.1	3,170	2,180	72	1		5,424
07 Process Pipe								
40-0501-201 Gas Flare - Digester Gas Pipe	40.00 lf	103.9	10,418	129,522				139,940
07 Process Pipe		103.9	10,418	129,522				139,940
09 Elect & I&C								
25-2005-208 Transmitter - Flow - FIT-632	1.00 ea	8.2	1,260	2,328				3,588
25-2005-214 Transmitter - Temperature - TIT-89651 (FBO)	1.00 ea	6.7	1,028	11				1,040
25-2005-302 Switches - Pressure - PSH-89651 (FBO)	1.00 ea	6.9	1,067	11				1,078
25-2005-600 Control Panel - VCP-89651 - (FBO)	1.00 ea	12.9	1,762	1,459				3,221

Spreadsheet Level	Takeoff Quantity	Labor Hours	Labor Amount	Material Amount	Sub Amount	Equip Amount	Other Amount	Total Amount
25-2005-600 Programming	1.00 ea	90.0	13,897					13,897
26-052-310 Exterior Ground Cable	0.00	8.3	897	334	24			1,254
26-053-070 Coated GRC Tee to VCP-89651 (L101)	10.00 lf	7.6	821	679				1,500
26-053-070 Coated GRC Tee to FIT-632 (L102)	10.00 lf	7.9	851	710				1,561
26-053-070 Coated GRC VCP89651 to PSH-89651 (C110)	20.00 lf	11.0	1,187	882				2,069
26-053-070 Coated GRC VCP89651 to TIT-89651 (S110)	30.00 lf	13.6	1,465	1,062				2,528
26-053-070 Coated GRC VCP89651 to Junction Box (S111)	30.00 lf	12.9	1,389	1,011				2,399
26-053-070 Coated GRC VCP89651 to Flare Piping (S112)	30.00 lf	12.9	1,389	1,011				2,399
26-053-070 Coated GRC Tee to VCP-89651 (Control Cable)	10.00 lf	18.3	1,969	752				2,721
09 Elect & I&C		217.3	28,981	10,251	24			39,256
20 Flare		372.4	43,883	141,953	96	27		185,958

Estimate Totals

Description	Amount	Totals	Hours	Rate	Cost Basis	Cost per Unit	Percent of Total
Labor	620,676		6,657.058 hrs				29.00%
Material	767,461						35.86%
Subcontract	22,187						1.04%
Equipment	146,007		3,457.385 hrs				6.82%
Other	1,623						0.08%
Category Totals	1,557,954	1,557,954					72.80% 72.80%
MBE/SBE/DBE Equivalent Mark-up	53,192			4.000 %	T		2.49%
Division 5 Buy American Premium	15,829			30.000 %	C		0.74%
Division 15 Buy American Premium	16,095			25.000 %	C		0.75%
BID PACKAGE TOTALS	85,116	1,643,070					3.98% 76.78%
Other Reasonably Anticipated Work	82,154			5.000 %	T		3.84%
Allowances					L		
DIRECT COST TOTALS	82,154	1,725,224					3.84% 80.62%



CITY COUNCIL AGENDA – JUNE 16, 2020

SUBJECT: Authorization to Advertise for Bids - Well No. 35 Project (Phase 2 - Pumping Plant)

SOURCE: Public Works

COMMENT: The Plans and Project Manual have been prepared for the Well No. 35 Project (Phase 2- Pumping Plant). The well is located on the west side of Westwood Street, just north of the North Creek Subdivision which is located near the intersection of Westwood Street and Westfield Avenue. This well was drilled by the State as a required part of the East Porterville Water System. This is the second phase of the well project and consists of the installation of a 125 HP pump, electrical system, above ground discharge piping, and other items of work necessary to provide a complete pumping plant.

The well is located on City-owned property and is part of the water study completed by the State. This portion of work is part of the City's on-going portion of the work to meet the demands of the East Porterville System. The new municipal water well will be an asset to the West Pressure Zone but also to meet the required demands established by the new East Porterville System.

The City's consultant, Dee Jaspar & Associates, has prepared an Estimate of Probable Cost and the amount is \$3,470,170. An additional \$347,017 is necessary for construction contingency (10%). It is anticipated that an additional \$75,000 is required for quality control, and construction surveying (2.1%), for a total of \$3,892,187. The construction management for the project has already been addressed and approved by Council in a separate contract with Dee Jaspar and Associates by MO 12-062017. The Engineer's Estimate is attached for review.

Funding is provided by a reimbursement of the State Water Resource Control Board and was approved in the 2019/2020 Annual Budget. The funding amount that is available for reimbursement is in the amount of \$2,200,000. The estimated cost for the project is \$3,892,187, equating to a shortfall of \$1,692,187 of Water Reserve Funds to fully fund the project.

RECOMMENDATION: That the City Council:

1. Approve Staff's recommended Plans and Project Manual;
2. Authorize the City Engineer to negotiate construction surveying service with one of the firms as approved by Council

MO #02-100714;

3. Authorize staff to advertise for bids on the project; and

4. Authorize the Finance Director to appropriate \$1,692,187 from Water Reserve Funds to fully fund this project.

ATTACHMENTS:

1. Locator Map
2. Engineer's Estimate

Appropriated/Funded:

Review By:

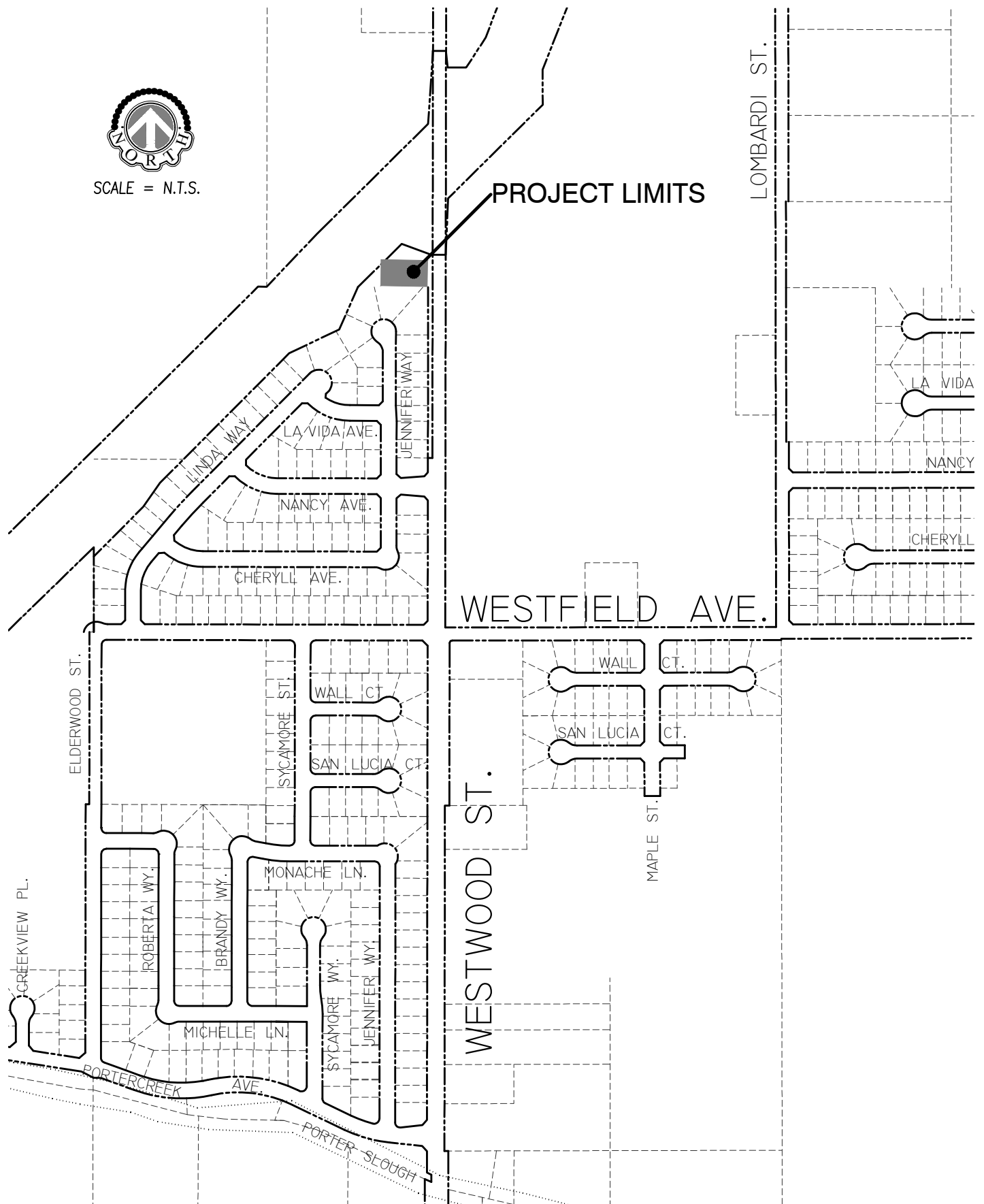
Department Director:

Javier Sanchez, Engineering & Project Management Director

Final Approver: Patrice Hildreth, Deputy City Manager



SCALE = N.T.S.



CITY OF PORTERVILLE
ENGINEERING DIVISION

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

WELL 35 (PHASE 2)
EQUIPPING OF
WELL 35

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

Engineer's Opinion of Probable Construction Cost					
Client Name:		City of Porterville		Date: May 20, 2020	
Project Title:		East Porterville Water Supply System Phase 2D-1 Well C-10		GEI Project No.: 1408520	
Basis for Estimate: ☐ 30% ☐ 60% ☐ 90% ☐ 100% ☒ Bid-Final ☐ Other Enter "Other" description here				Prepared By: David Imam Checked By: Mark Hargrove	
Note: Estimate based on design level.					
Item	Description	Quantity	Unit	Unit Price	Total
1	Mobilization and Demobilization	1	JOB	LUMP SUM	\$ 315,200
2	Traffic Controls	1	JOB	LUMP SUM	\$ 20,000
3	Construction Survey	1	JOB	LUMP SUM	\$ 9,600
4	Demolition, Clearing, and Grubbing	1	JOB	LUMP SUM	\$ 14,100
5	Well Site Stripping and Disposal	15	JOB	LUMP SUM	\$ 1,200
6	Well Pads	3,407	CY	\$ 12	\$ 40,000
7	Potholing	1	JOB	LUMP SUM	\$ 15,000
8	Material Import - Well Pad	3,407	CY	\$ 48	\$ 163,500
9	6-Inch Gate Valve	1	EA	\$ 1,000	\$ 1,000
10	8-Inch Gate Valve Assembly	2	EA	\$ 3,800	\$ 7,600
11	8-Inch Check Valve	1	EA	\$ 2,000	\$ 2,000
12	8-Inch Butterfly Valve	2	EA	\$ 3,000	\$ 6,000
13	Tapping Sleeve Assembly	1	EA	\$ 9,400	\$ 9,400
14	3/4-Inch Gravel Rock Site Ground Cover	2,700	SY	\$ 31.26	\$ 84,400
15	Site Drain Piping and Appurtenances	1	JOB	LUMP SUM	\$ 170,600
16	Existing Well Pipeline Removal, Disposal, and Cap	1	JOB	LUMP SUM	\$ 7,400
17	Water Pipeline Trench – Pavement Removal	72	SF	\$ 13	\$ 1,000
18	Water Pipeline Trench – Pavement Replacement	72	SF	\$ 16	\$ 1,200
19	Water Pipeline Trench – Pavement Base	8	SY	\$ 73	\$ 600
20	Gates	1	JOB	LUMP SUM	\$ 2,000
21	CMU Wall	641	LF	\$ 1,213	\$ 777,600
22	Deep Well Pump	1	EA	\$ 223,900	\$ 223,900
23	Concrete Pump Foundation for Deep Well Pump	1	JOB	LUMP SUM	\$ 12,300
24	On-Site Sodium Hypochlorite Generation System	1	JOB	LUMP SUM	\$ 157,000
25	Chlorine Building with Concrete Foundation	1	JOB	LUMP SUM	\$ 98,900
26	VFD Building	1	JOB	LUMP SUM	\$ 31,400
27	Electrical Equipment Shade Structure	1	JOB	LUMP SUM	\$ 80,000
28	Concrete Foundation for Electrical Equipment	1	JOB	LUMP SUM	\$ 25,000
29	Disinfection	1	JOB	LUMP SUM	\$ 5,000
30	Hydrostatic Pressure Testing	1	JOB	LUMP SUM	\$ 5,000
31	Well Discharge Piping and Appurtenances	1	JOB	LUMP SUM	\$ 76,800
32	Painting and Coating	1	JOB	LUMP SUM	\$ 12,000
33	8-Inch Ductile Iron Water Pipe	1	JOB	LUMP SUM	\$ 7,600
34	8-Inch PVC Water Pipe	70	LF	\$ 130	\$ 9,100
35	2-Inch Deep Well Air Valve Assembly	1	EA	\$ 3,000	\$ 3,000
36	2-Inch Combination Air Valve Assembly (Well Discharge Piping)	1	EA	\$ 2,000	\$ 2,000
37	Fire Hydrant Assembly and Lateral	1	EA	\$ 5,100	\$ 5,100
38	Hydropneumatic Tank	1	JOB	LUMP SUM	\$ 97,800
39	Removal and Disposal of Existing Power Pole, Pole Mounted Meter/Main, and Control Panel	1	JOB	LUMP SUM	\$ 7,500
40	Meter/Main, MTS, Distribution	1	JOB	LUMP SUM	\$ 63,700
41	Motor Control Center	1	JOB	LUMP SUM	\$ 150,800
42	PLC Control Panel	1	JOB	LUMP SUM	\$ 99,600
43	Generator Connection Panel	1	JOB	LUMP SUM	\$ 18,200
44	Instrumentation	1	JOB	LUMP SUM	\$ 24,200
45	PLC & SCADA Programming	1	JOB	LUMP SUM	\$ 90,000
46	Site Electrical	1	JOB	LUMP SUM	\$ 199,400
Subtotal					\$ 3,154,700
10% Estimate Contingency					\$ 315,470
Total Cost					\$ 3,470,170

Notes:

- Probable costs are based on AACE International Recommended Practice No. 18R-97, Class 1 estimate based on Level of Project Definition 50% to 100% with an expected accuracy range between -10% (Low) and +15% (High).
- Sources for costs include East Porterville Water Supply System Phases 1A through 2C bid results, City Well Nos. 31 and 32 bid results, RSMeans online cost data, contractor quotes, and supplier quotes.



CITY COUNCIL AGENDA – JUNE 16, 2020

SUBJECT: Authorization to Award Arc Flash Assessment Study

SOURCE: Public Works

COMMENT: The Wastewater Treatment Facility received three bids to perform an Arc Flash Risk Assessment Study. The assessment study is conducted to evaluate electrical equipment and power systems in order to predict the potential for an arc flash incident. The information is used to train employees on the hazards associated with their job responsibilities and to identify the Personal Protective Equipment (PPE) necessary to keep workers safe in an arc flash incident.

Both the Occupation Safety and Health Administration (OSHA) and National Fire Protection Association (NFPA) require a risk assessment to estimate the likelihood of occurrence of injury or damage to health, estimate the potential severity of injury or damage to health, and determine if protective measures are required.

The three quotes for the Arc Flash Risk Assessment are:

Turnupseed Electric Service, Inc. \$14,203.54
Telstar Instruments \$33,726.00
Tesco Controls, Inc. \$35,290.00

Turnupseed Electric Service, Inc. has been identified as the lowest quote, therefore securing the Arc Flash Risk Assessment Study. Expenditure for the study, in the amount not to exceed \$14,203.54 will be funded from the 2020/2021 Wastewater Operating Budget.

RECOMMENDATION: That City Council:

1. Award the Arc Flash Risk Assessment Study to Turnupseed Electric Service, Inc. for a do not exceed amount of \$14,203.54; and
2. Direct the Finance Director to initiate a Purchase Order to Turnupseed Electric Service, Inc. for a do not exceed amount of \$14,203.54; and
3. Direct the Finance Director to make payment to Turnupseed Electric Service, Inc. upon receipt of invoice approved by the Public Works Director.

ATTACHMENTS:

1. Turnupseed Bid
2. Telstar Bid
3. Tesco Bid

Appropriated/Funded:

Review By:

Department Director:

Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager



Since 1947

Turnupseed Electric Service, Inc.

May 20, 2020

Mr. Robert Alvarez
Waste Water Utilities Superintendent
City of Porterville WWTP
1333 W. Grand Avenue
Porterville, CA 93257

RE: ARC FLASH STUDY

Dear Mr. Robert Alvarez:

We are pleased to submit for your acceptance, our quotation for the arc flash study to be performed at your facility located in Porterville. Please review the following:

SCOPE OF WORK

1. Enter all of the necessary information into the computer and using the SKM Arc Calc software, obtained the required Arc Flash Category Rating for the electrical distribution systems, and motor control centers scheduled for this visit.
2. Print all of the necessary Arc Flash Labels.
3. Prepare a complete report of the Arc Flash analysis results.
4. Install all Arc Flash Labels on required electrical devices.

Total cost for materials, equipment and labor is a not to exceed amount of
Fourteen Thousand Two Hundred Three Dollars and Filthy Four Cents (\$14,203.54)

Please note that the above quotation is at our regular time labor rate and does not cover any unforeseen circumstances. Any work that must be done on an overtime or emergency basis will be billed to you on a separate service order. This quotation is valid for 30 days, or until June 20, 2020

If you have any questions, please do not hesitate to call me.

Respectfully submitted,

Shane W. Ashburn

Shane W. Ashburn
Service Manager
T.E.S.T. Division



Contractor License #422364
Contractor DIR #100000899

**CONTROL SYSTEM INTEGRATION • INSTRUMENTATION SERVICES
SCADA/AUTOMATION • PLC/HMI • ELECTRICAL • CALIBRATION • MAINTENANCE**

June 3, 2020

City of Porterville

Sent via Email: ralvarez@ci.porterville.ca.us

Attn: Robert Alvarez
Subject: Arc Flash Study for Porterville WWTP
Reference: SR 20-36643

Drawings: AECOM, Carrollo & TMAD Single Line Dwgs
Specifications: N/A

Dear Robert,

Telstar Instruments ("Telstar") is pleased to provide a quote for the referenced project to the above identified purchaser ("Customer"). Arc Flash Study for Porterville WWTP.

By accepting this proposal from Telstar you agree to treat this as confidential information.

SCOPE OF WORK

Provide engineering services to perform Arc Flash Hazard Analysis study after the Short Circuit and Coordination study is complete.

Arc Flash Hazard Analysis

Working on energized equipment with exposure to live parts is not an acceptable practice. OSHA 29 CFR Subpart S.1910.333 limits the situations in which work is performed near energized equipment or circuits:

Live parts to which an employee may be exposed shall be de-energized before the employee works on or near them unless the employer can demonstrate that de-energized introduces additional or increased hazards or is infeasible due to equipment design or operational limitations.

1. Arc Flash Hazard Analysis

The arc flash study requires accurate short circuit and coordination studies for the different modes in which the system may operate. After short circuit and coordination studies are performed, we will provide a detailed engineering analysis to determine worst case arc flash hazards and associated incident energy conditions. This analysis will be performed by one of our California Certified Professional Engineers.

1717 Solano Way, Unit 34, **Concord**, CA 94520 Phone 925-671-2888, Fax 925-671-9507
4017 Vista Park Court, **Sacramento**, CA 95834 Phone 916-646-1999, Fax 916-646-1096
202 South Douty Street, **Hanford**, CA 93230 Phone 559-584-7116, Fax 559-584-8028



Contractor License #422364
Contractor DIR #1000000899

**CONTROL SYSTEM INTEGRATION • INSTRUMENTATION SERVICES
SCADA/AUTOMATION • PLC/HMI • ELECTRICAL • CALIBRATION • MAINTENANCE**

2. Procedure: Identify all locations and equipment to be included in the arc flash hazard analysis.
 - A. Prepare a one-line diagram of the facilities. The one-line diagram will be developed by careful examination of your existing equipment and will need to include breaker information, starter and conductor size, conductor length, motor HP and full load amps.
 - B. Identify the possible system operating modes including tie-breaker positions, and parallel generation.
 - C. Model the system using EasyPower Software which will calculate the arcing fault current flowing through each branch for each fault location using empirical formula in accordance with NFPA, IEEE 1584-2018, and other standards. **Note that the City will need to obtain the fault contribution rating from SCE to properly model your system. This will include the size and impedance of the transformer providing service to your facility. Telstar can assist with this inquiry; however, the City will need to provide contact information including your meter number and pay any fees that SCE may request to provide this information.**
 - D. Determine the time required to clear the arcing fault current using the protective device settings and associated trip curves.
 - E. Select the working distance based on system voltage and equipment class.
 - F. Calculate the incident energy at each fault location at the prescribed working distance.
 - G. Determine the hazard/risk category (HRC) for the estimated incident energy level.
 - H. Calculate the flash protection boundary at each fault location.
 - I. Document the assessment in reports and one-line diagrams. Place appropriate labels on the equipment.

3. Study Report

Results of the arc flash study will be summarized in a final report signed and stamped by Telstar's Electrical PE containing the following:

- A. Basis, method of hazard, description, purpose, scope, and date of the study.
- B. Tabulations of the data used to model the system components and a corresponding one- line diagram.
- C. Descriptions of the scenarios evaluated and identification of the scenario used to evaluate equipment ratings.
- D. Tabulations of the equipment incident energies, hazard risk categories, and flash protection boundaries. The tabulation shall identify and clearly note equipment that exceeds allowable incident energy ratings.
- E. Required arc flash labeling and placement of labels and tape.
- F. Conclusions and recommendations.

The price for this work is\$33,726.00

Shipping and Handling for Telstar Supplied Materials IS INCLUDED

Sales Tax IS INCLUDED

Pricing for Optional (2) 4 Hour Arc Flash Training Sessions\$5,038.00

To: City of Porterville
Attn: Robert Alvarez
Re: City of Porterville
Arc Flash Risk Assessment (Wastewater Treatment Facility)

Quote Date: 5/1/2020
Quote No.: 20D286Q01

Dear Robert:

Thank you for your continued interest in TESCO products, services, and solutions. We are pleased to quote the following scope of work pertaining to the above-referenced project.

Project Objective & Understanding

The City of Porterville (City) has requested assistance in attaining compliance with OSHA, NEC, and NFPA 70E Standards (**Electrical Safety and Arc Flash Hazards in the Workplace**) throughout the **Wastewater Treatment Facility** located at **1333 W Grand Avenue, Porterville CA 93257**. This will require TESCO to perform a complete Arc Flash Study of the City's electrical system at this location. TESCO's services/deliverables will include development of one-line diagrams of the facility, short-circuit analysis, equipment evaluation, an overcurrent protection device coordination study, arc flash risk assessment, electrical hazards mitigation report, and arc flash labels in compliance with OSHA and NFPA 70E 2018 Standards.

Scope of Work

TESCO will conduct a site assessment of the electrical equipment in regard to arc flash hazards and gather the data required for arc flash calculations. In order to complete the calculations, the City will be required to obtain the utility short circuit contribution for the service location. After gathering the necessary data, TESCO will utilize simulation/modeling software to perform an Arc Flash Risk Assessment (AFRA) in accordance with IEEE 1584 and NFPA 70E 2018 Standards. As part of the assessment, TESCO will provide an AFRA report (*both hard and electronic copies*) for the facility/site(s) that are analyzed and affix appropriate arc flash and shock hazard labels on the electrical equipment and power distribution panels involved. A detailed listing and description of each project deliverable is provided below.

Please Note: Although application of safety labels on the electrical equipment is meant to inform and warn personnel operating within the facility of electrical hazards involved, it does not serve as an absolute form of protection against arc flash or shock hazards. The Owner is responsible for providing the appropriate Personal Protective Equipment (PPE) and training to employees as directed by OSHA, in reference to NFPA 70E Standards. The Owner is also responsible for developing a company electrical safety plan as directed by the NFPA 70E 2018 Handbook.

Scope of Supply – Arc Flash Risk Assessment

Item	Qty	Description
ARC FLASH RISK ASSESSMENT – WASTEWATER TREATMENT FACILITY		
1	Lot	Arc Flash Risk Assessment to include: ▪ Site(s) Assessment and Data Collection ▪ Arc Flash Report ▫ One-Line Diagram(s) ▫ Fault Analysis Input Report ▫ Short-Circuit Fault Contributions ▫ Equipment Evaluation Report

Item	Qty	Description
		▫ Overcurrent Protection Device Coordination Study ▫ Arc Flash Evaluation Report per IEEE 1584 ▫ Electrical Hazards Mitigation Report ▪ Site(s) Application of Electrical Safety Labels Please Note: This quote <u>does not</u> include any of the local utility fees associated with the acquisition of the utility short circuit contribution data for each applicable service location.
		TOTAL (Item 1, not including applicable sales tax): \$35,290.00

Optional Adder – Arc Flash (Qualified) Worker Course

Item	Qty	Description
ARC FLASH TRAINING – QUALIFIED WORKER COURSE		
2	Lot	Arc Flash (Qualified) Worker Course [TRN_AFQ.18] to include: ▪ TESCO Arc Flash Workbooks for Qualified Personnel ▪ NFPA 70E – Standards for Electrical Safety in the Workplace ▪ NFPA 70E – Handbook for Electrical Safety in the Workplace ▪ NFPA 70B – Recommended Practices for Electrical Equipment Maintenance Please Note: The Owner is responsible for providing an adequately sized classroom environment with a projector screen or monitor for displaying the course material.
		TOTAL (Item 2, not including applicable sales tax): \$6,850.00

Deliverables

- Engineering Analysis of Electrical System including:
 - Short-Circuit Current Analysis
 - Arc Flash Risk Assessment
 - Overcurrent Protection Device Coordination Study
- Final Arc Flash Risk Assessment Report delivered to the Owner including the information below:
 - Electrical One-Line Diagram(s)
 - Arc Flash Evaluation Report
 - Fault Analysis Input Report
 - Fault Contribution Report
 - Equipment Evaluation Report
 - Electrical Hazards Mitigation Report
- Creation and delivery of thermal-generated polyester Arc Flash Warning Labels (*application of labels onto electrical panels to be performed by TESCO*).

Data Collection

- Gathering of available one-line diagrams, applicable electrical drawings/schematics, and any information on the Owner's current electrical system.
- Measurement/records of conductor sizes and lengths.



CITY COUNCIL AGENDA – JUNE 16, 2020

SUBJECT: Acceptance of Project - Rails-to-Trails Corridor Lighted Crosswalks Project

SOURCE: Public Works

COMMENT: PTM General Engineering Services has completed the Rails-to-Trails Corridor Lighted Crosswalk Project per plans and specifications. The project consisted of installing three high visibility lighted crosswalk systems with in-pavement light canisters, push button actuators, and flashing LED pedestrian crossing signs. The lighted crosswalk systems were installed along the Rails-to-Trails at Mill Avenue, Oak Avenue and Harrison Avenue.

Staff tracks construction costs of all Capital Improvement Projects and reports project construction expenditures when the project is accepted by City Council. On December 18, 2018, the Council authorized an expenditure of \$266,466 for construction, construction management, quality control and inspection services for this project. The following itemizes the construction related costs in two categories: 1) the construction contract, and 2) a combination of construction management and quality control.

Final Construction cost is \$236,761.84. Construction management, quality control and inspection service costs are \$22,202.21.

Total project construction costs equate to \$258,964.05 which is less than the \$266,446 overall budget approved by Council at time of award. The funding sources for this project are Active Transportation Program (ATP), Measure R Program Supplement Agreement and Local Transportation Funds.

PTM General Engineering Services, requests that the Council accept the project as complete, which staff has reviewed the work and found it acceptable.

RECOMMENDATION: That City Council:

1. Accept the project as complete;
2. Authorize the filing of the Notice of Completion; and
3. Authorize the release of the 5% retention thirty-five (35) days after recordation, provided no stop notices have been filed.

ATTACHMENTS: 1. Locator Map

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

ATP RAILS TO TRAILS LIGHTED CROSSWALKS

CITY PROJECT NO. 89-9122
BID NO. XX/XX-XXXX

BENCH MARKS

MORTON AVENUE AT DIVISION STREET
EAST QUARTER CORNER SECTION 26, T21S, R27E, MDBM
EL.=458.766 NAVD 1988 DATUM
CITY PT. NO. 43

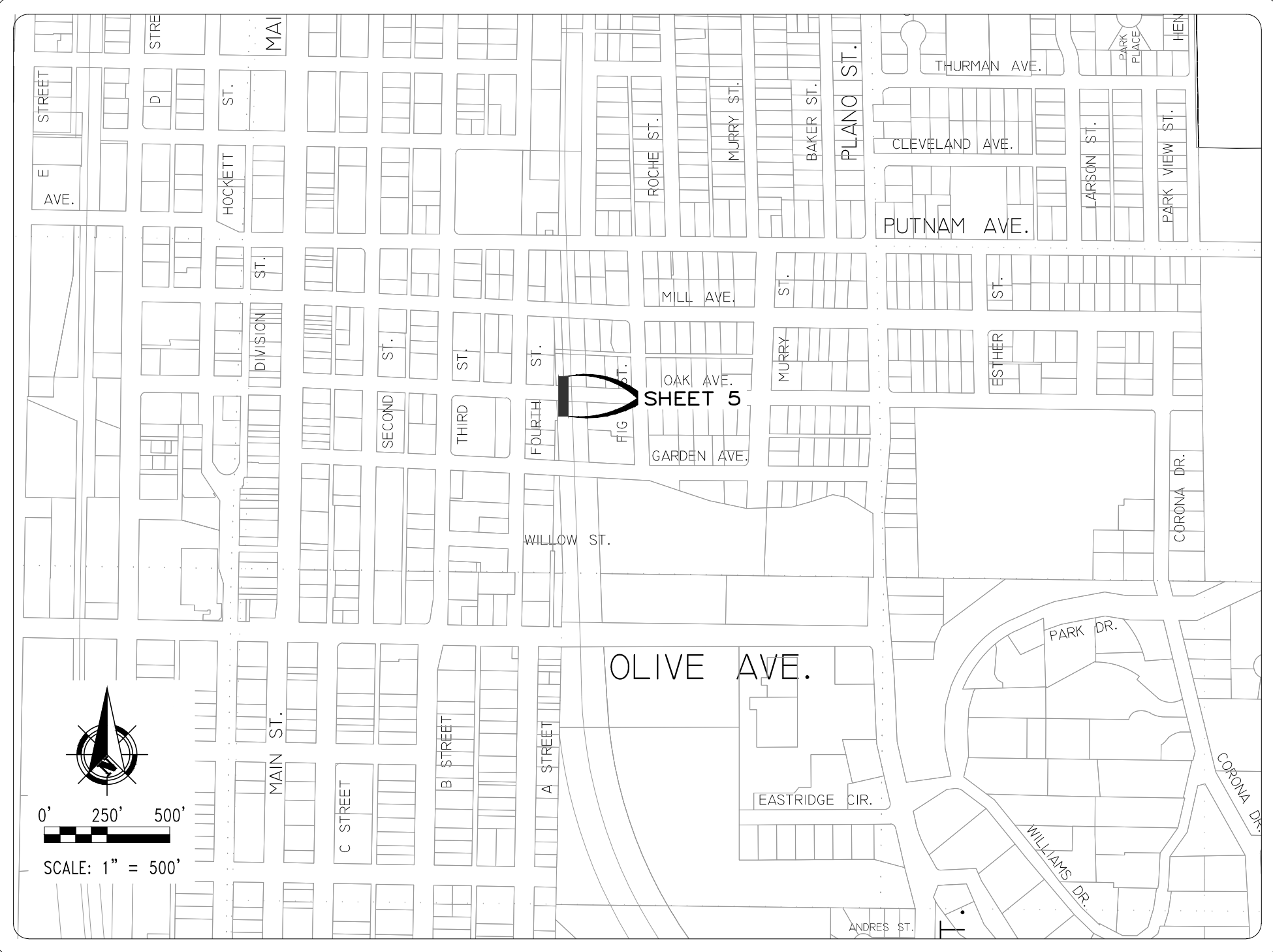
INDEX TO SHEETS

- SHT. 1 - COVER SHEET
SHT. 2 - GENERAL NOTES & STANDARD DETAILS
SHT. 3 - STANDARD DETAILS
SHT. 4 - STANDARD DETAILS
SHT. 5- RAILS TO TRAILS AND OAK AVENUE
SHT. 6- RAILS TO TRAILS AND MILL AVENUE
SHT. 7- RAILS TO TRAILS AND HARRISON AVENUE



Know what's below.
Call before you dig.

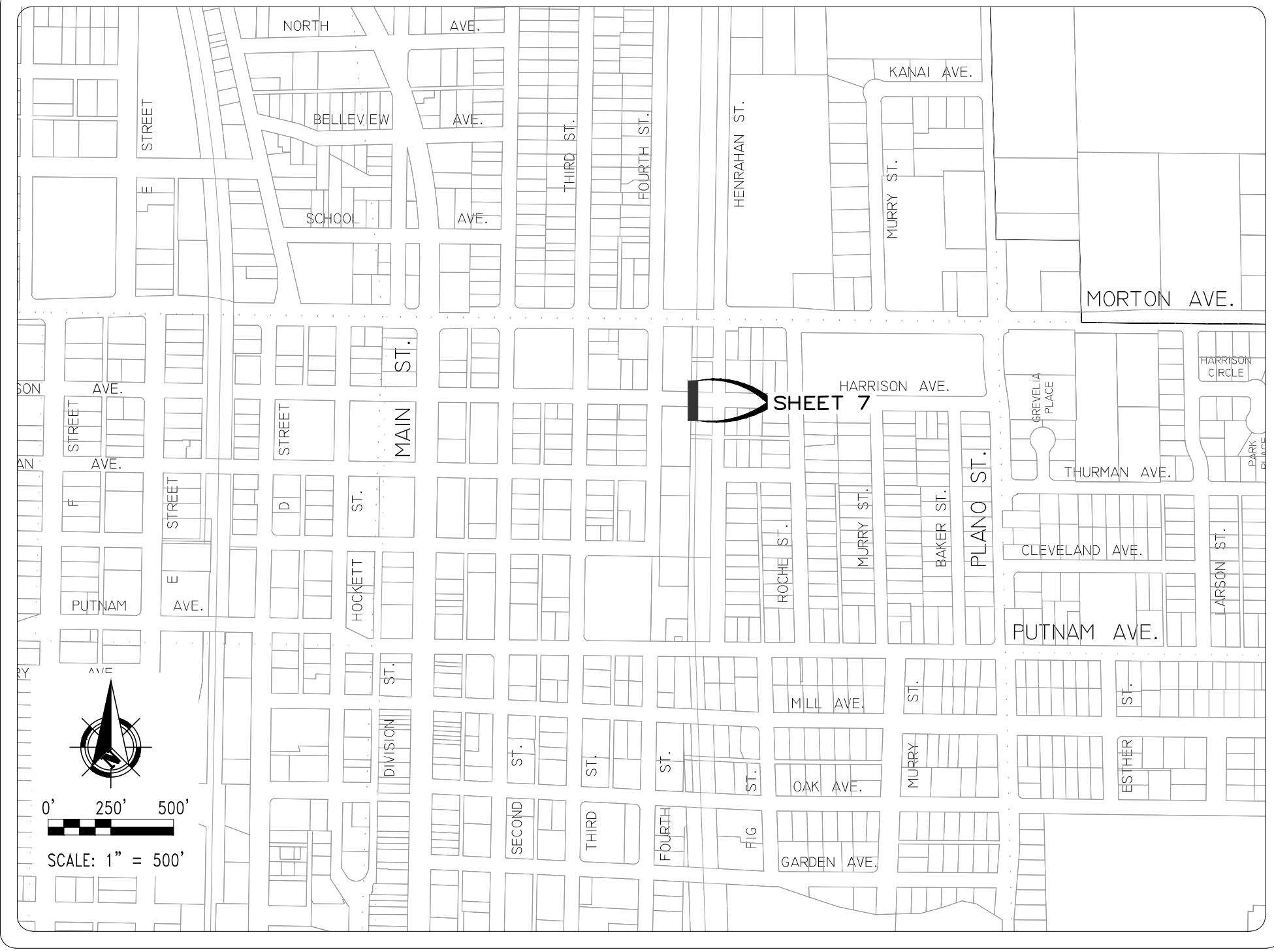
RAILS TO TRAILS AT OAK AVENUE



RAILS TO TRAILS AT MILL AVENUE



RAILS TO TRAILS AT HARRISON AVENUE

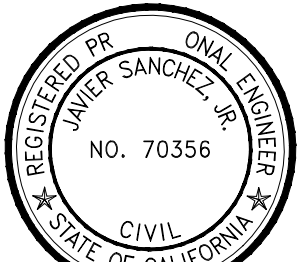


CITY OF PORTERVILLE
ENGINEERING DIVISION
291 N. MAIN ST. PORTERVILLE, CALIFORNIA 93257 559 782-7462

DESIGN BY	CAL/KRS
DRAWN BY	CAL/KRS
CHECKED BY	JS
DATE	11/6/2018

James Sanchez
CITY ENGINEER
NOVEMBER 6, 2018
R.C.E. DATE
Michael K. Reed
PUBLIC WORKS DIRECTOR
NOVEMBER 6, 2018
DATE

1 - OFFICE CORRECTIONS	11/29/2018
REVISION NO.	DATE



ATP LIGHTED CROSSWALKS
CITY PROJECT NO. 89-9122
RAILS TO TRAILS CORRIDOR

SHEET
1
OF
7



CITY COUNCIL AGENDA – JUNE 16, 2020

SUBJECT: Authorization of Post-Remediation Inspection Services by KCE Matrix

SOURCE: Administrative Services

COMMENT: As the City Council is aware, the combustion by-product remediation project is currently underway at City Hall and Fire Station One, with the project being divided into twelve (12) separate zones to allow for the continuation of City services. As Belfor works to remove the combustion by-product and remediate smoke damage at the facilities, it is now appropriate to engage the services of KCE Matrix for independent post-remediation verification and inspection services. KCE Matrix's proposal is \$19,500 for six site visits and inspection of all twelve (12) zones, with an additional \$2,450 as contingency should an additional site visit and laboratory analysis be required, for a total of \$21,950. Further, should in excess of forty-three (43) samples be necessary for collection and analysis, KCE Matrix proposes an additional \$100 per sample. For purposes of expediency, staff proposes approval of an additional \$1,000 as a contingency for potential required additional sampling. The KCE Matrix proposal has been reviewed by the City's insurer Alliant, as well as the City's adjustor, Sunpoint, and has been deemed necessary and appropriate by both.

Funds are available from the insurance proceeds received to date from the library fire, and this expenditure is consistent with action taken by the Council on June 2, 2020, to restrict said funds.

RECOMMENDATION: That the City Council:

1. Approve the Proposal submitted by KCE Matrix in an amount not to exceed \$22,950; and
2. Authorize the Deputy City Manager to execute the documents necessary to facilitate said work as proposed.

ATTACHMENTS: 1. KCE Matrix Inspection Proposal

Appropriated/Funded:

Review By:

Department Director:

Patrice Hildreth, Deputy City Manager

Final Approver: John Lollis, City Manager

June 3, 2020

KCE-2020-061E/062E-P2

Central San Joaquin Valley Risk Management Authority City of Porterville
Attention: Patrice Hildreth
41 West Thurman Avenue
Porterville, California 93257

*Subject: Work Authorization-Proposal
Post-Remediation Verification Combustion By-Products Testing
Porterville Fire Department – Fire Truck Station Building and
Porterville City Hall Building
Porterville, California 93257*

This work authorization-proposal is for performing the following post-remediation verification Combustion By-Products (CBP's), smoke damage, testing and assessment work for the above referenced project sites. The scope of work has been prepared based on information obtained from the client, and will consist of the following:

1. Visual field inspection – six site visits as follows:
 - a. Site Inspection – Zones 1 and 2
 - b. Site Inspection – Zones 3 and 4
 - c. Site Inspection – Zones 5 and 6
 - d. Site Inspection – Zones 7 and 8
 - e. Site Inspection – Zones 9, 10 and 11
 - f. Site Inspection – Zone 12
2. Obtain photographic documentation of observations during each inspection.
3. Collection of up to 43 air or bulk samples.
4. Laboratory analyses of the 43 samples collected on a five-day turnaround for CBP's via Polarized Light Microscopy (PLM) and epi-Reflected Light Microscopy (RLM).
5. Data review, evaluation and coordination with the remediation contractor and representatives of the City of Porterville.
6. Prepare a written summary report of the work performed, one report for each building.

By signing below, both parties agree that KCE Matrix, Inc. (KCE Matrix) will provide the services to complete the scope of work described above as follows:

- For Zones 1 through 12 (inclusive of six site visits) - \$19,500
- For a Contingency Site Visit (inclusive of one site visit and laboratory analysis of seven additional samples) - \$2,450

Furthermore, both parties agree that the total fee will be paid to KCE Matrix as follows:

- \$6,500 – Upon completion of the first two site visits and corresponding laboratory analyses
- \$6,500 – Upon completion of site visits three and four and corresponding laboratory analyses
- \$6,500 plus any other balance due – Upon completion of all site visits and preparation and submittal of the summary reports

For each sample in excess of 43 that will be necessary to collect and analyze for CBP's as proposed above, an additional fee of \$100 per sample will be charged. However, no additional fees will be charged without obtaining written authorization from the client prior to performing any such additional work.

Authorized Signatures:

Patrice Hildreth
Central San Joaquin Valley Risk Management Authority
City of Porterville

Date



Aram B. Kaloustian, P.E.
KCE Matrix, Inc.

6/3/2020

Date



CITY COUNCIL AGENDA – JUNE 16, 2020

SUBJECT: Bid Results for Stucco Repair and Painting of Fire Station 71

SOURCE: Public Works

COMMENT: At its meeting on Tuesday, April 7, 2020, the City Council authorized staff to procure bids and negotiate contracts for the stucco repair and painting of Fire Station 71 via the open market. Staff was also authorized to execute said contract if the contract amount did not exceed \$36,000. The work consists of two separate trades, and as such, staff contacted five licensed general contractors to obtain bids for the project.

The bid results are as follows:

<u>Contractor Name</u>	<u>Bid Amount</u>
Dayco Construction	\$43,293
Brighthouse Energy Construction	No Written Bid Received
Laubacher Construction	No Response
ALC Construction	Not Available
Nicholas Mosqueda Construction	No Response & No Longer Able to Bid

The lowest, and only bid received, is from Dayco Construction, Inc. in the amount of \$43,293, which is 20.26% higher than originally anticipated for this project. It is Council's policy to reject all bids when the bid exceeds 10% of the Engineer's Estimate however, as this project has been previously grouped with two separate bid projects and has now gone through the open market bid process, staff does not anticipate receiving a more favorable bid in the future.

Should Council elect to award this project, it is anticipated that an additional \$4,329.30 is required for construction contingency (10%). It is also anticipated that an additional \$3,247 is required for construction management and quality control (7.5%) for a total estimated project cost of \$50,869.30. Funding in the amount of \$36,000 was previously approved in the 2019/2020 Fiscal Year budget. An additional \$14,869.30 from the Fire Department's Equipment Replacement Fund is required in order to fully fund this project.

Staff has reviewed the bid and found it acceptable.

RECOMMENDATION: That City Council:

- 1) Award the Stucco Repair and Painting of Fire Station 71 Project to Dayco Construction Inc in the amount of \$43,293;
- 2) Authorize a 10% contingency (\$4,329.30) to cover unforeseen construction costs;
- 3) Authorize 7.5% for construction management and quality control (\$3,247); and
- 4) Authorize an additional appropriation of \$14,869.30 from the Fire Department's Equipment Replacement Fund to fully fund the project.

ATTACHMENTS: 1. Locator Map - Fire Station 71

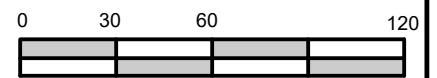
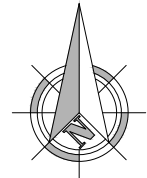
Appropriated/Funded:

Review By:

Department Director:

Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager



SCALE: 1"=60'

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

FIRE STATION 1 LOCATOR MAP
40 W CLEVELAND AVENUE
PORTERVILLE, CA 93257

DRAWN BY	KRS
CHECKED BY	MKR
SCALE	1" = 60'
DATE	1/10/2019

SHEET
1
OF
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CITY COUNCIL AGENDA – JUNE 16, 2020

SUBJECT: Approval of Resolution Authorizing the Filing of RSTP Exchange Program Fund Claim for the Year 2019-2020

SOURCE: Finance

COMMENT: Each year, the City receives an apportionment of federal Regional Surface Transportation Program (RSTP) funds in exchange for State Highway Account Funds from the Tulare County Association of Governments (TCAG). For fiscal year 2019-2020, the amount of RSTP funds available to claim is \$689,631.

In order for the City to receive distribution of RSTP funds, TCAG requires a Resolution of the City Council authorizing a specific person to file the claim form. Attached is a draft Resolution authorizing the Finance Director to sign and submit the claim to TCAG for RSTP funds in the amount of \$689,631 for the fiscal year 2019-2020.

RECOMMENDATION: That the City Council authorize and direct the Finance Director to sign and submit the FY2019-2020 RSTP Exchange Program fund claim to the Tulare County Association of Governments on behalf of the City of Porterville in the amount of \$689,631.

ATTACHMENTS:

1. Draft Resolution - RSTP Claim FY 2019-2020
2. RSTP Claim Form FY 2019-2020

Appropriated/Funded:

Review By:
Department Director:

Final Approver: John Lollis, City Manager

RESOLUTION NO. ____-2020

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF PORTERVILLE AUTHORIZING THE FINANCE DIRECTOR
TO FILE A REGIONAL SURFACE TRANSPORTATION PROGRAM (RSTP)
EXCHANGE FUND CLAIM FORM FOR FISCAL YEAR 2019-2020

WHEREAS: The Tulare County Association of Governments (TCAG) and the California Department of Transportation (Caltrans) have entered into a Standard Agreement contract to exchange unobligated balances of federal Regional Surface Transportation Program (RSTP) funds with non-federal State Highway Account funds; and

WHEREAS: Caltrans Division of Programming releases a 5-year ESTIMATE of RSTP Exchange Program apportionments for inclusion in the Federal Transportation Improvement Program (FTIP) Programming document every 2 years to California Metropolitan Planning Organizations (MPOs); and

WHEREAS: TCAG is the designated MPO for Tulare; and

WHEREAS: The Annual RSTP Exchange Program fund apportionment is an ESTIMATE and subject to change during the Fiscal Year 2019-2020 due to many Federal Surface Transportation Bill variables including the annual appropriations act as well as other Congressional actions (i.e., rescissions); and

WHEREAS: The FINAL RSTP Exchange apportionment amount is published at the end of Fiscal Year 2019-2020 and can be different than the ESTIMATE of RSTP Exchange apportionment figure; and

WHEREAS: Annually, Caltrans sends TCAG a Standard Agreement contract that includes an RSTP Exchange Program apportionment figure; and

WHEREAS: TCAG applies a population-based distribution formula using current Department of Finance (DOF) population estimates (January 2020) to the RSTP apportionment to determine the amount of RSTP Exchange funds to be distributed to TCAG member jurisdictions; and

WHEREAS: The ESTIMATE of RSTP Exchange Program fund apportionment amount available to claim in Fiscal Year 2019-2020 for the City of Porterville is \$689,631; and

WHEREAS: Payment of the ESTIMATE of RSTP Exchange fund claim will be subject to all conditions specified in the fully executed standard contract agreement between TCAG and Caltrans, as well as the TCAG RSTP Exchange claim form requirements: Projects to be funded with this claim are only those projects that are defined under Sections 133(b) and 133(c) of Title 23 of the United States Code and Article XIX of the California State Constitution, implemented in accordance with the requirements of Section 182.6(d)(1) of the Streets and Highways Code; and

WHEREAS: If the FINAL RSTP Exchange apportionment figure is higher for Fiscal Year 2019-2020 than the ESTIMATE of RSTP Exchange apportionment figure, Caltrans would have to revise the RSTP Exchange Standard Agreement contract with the higher RSTP figure before TCAG could instruct the Tulare County Auditor-Controller's Office to distribute a greater amount of RSTP Exchange Program funds to member agencies, than identified in this resolution; and

WHEREAS: If the FINAL RSTP Exchange apportionment figure is lower for Fiscal Year 2019-2020 than the ESTIMATE of RSTP Exchange apportionment amount, Caltrans does not have to revise the RSTP Exchange contract with the lower amount before TCAG could recalculate the available RSTP Exchange Program funds using the same population-based formula and then instruct the Tulare County Auditor-Controller's Office to distribute the lower Fiscal Year 2019-2020 FINAL RSTP Exchange Program fund amount to member agencies; and

WHEREAS: The City of Porterville has established special gas tax street improvement fund as a requirement to receive the RSTP Exchange Program funds; and

WHEREAS: It is deemed in the best interest of the City of Porterville to authorize the Finance Director to sign the Fiscal Year 2019-2020 RSTP Exchange Program fund claim form and to submit said claim form to TCAG for processing.

NOW, THEREFORE, BE IT RESOLVED: That the City Council of the City of Porterville does hereby authorize and direct the Finance Director to sign and submit the above described Fiscal Year 2019-2020 RSTP Exchange Program fund claim on behalf of the City of Porterville in the amount of \$689,631.

PASSED, APPROVED AND ADOPTED this 16th day of June, 2020.

Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk

**Claim to the Tulare County Association of Governments
for Regional Surface Transportation Program (RSTP) Funds in Exchange for
State Highway Account Funds FY2019-2020**

Claimant: **City of Porterville**

FY19/20 Claim Amount: \$689,631

Claim Guidelines:

Projects outlined in the table below to be funded with this claim are only those projects that are defined under Sections 133(b) and 133(c) of Title 23, United States Code and Article XIX of the California State Constitution, implemented in accordance with the requirements of Section 182.6(d)(1) of the Streets and Highways Code.

Claim Instructions:

1. List (print or type) each **INDIVIDUAL** project to be funded with this claim.
2. List the amount of funds to be used for each project.
3. If the project is not a capacity expanding project and is exempt from the air quality conformance analysis check the “Exempt” box. (☒)
4. If the project is a capacity expanding project and the “build” alternative of the air quality conformance analysis has been completed for the project as required check the “Air Quality” box. (☒)

Project	Cost of Project	Air Quality	Exempt
1. Plano Street rehabilitation (Vandalia to SR190)	\$ 689,631	☐	X
2.	\$	☐	☐
3.	\$	☐	☐
4.	\$	☐	☐

**Claim to the Tulare County Association of Governments
for Regional Surface Transportation Program (RSTP) Funds in Exchange for
State Highway Account Funds FY 2019-2020**

Claimant: **City of Porterville**

FY 2019-2020 Claim Amount: **\$689,631**

It is understood by **City of Porterville**,₁ (claimant) that payment of this claim is subject to approval by the TCAG Governing Board and must be in accordance with the TCAG and Caltrans Agreement. Said monies (and the interest earned on such monies subsequent to allocation) will be used only for those purposes for which the claim is approved.

The undersigned claimant, by accepting these funds agrees to establish a special account for the purpose of depositing funds received from TCAG pursuant to this agreement:

- a. For cities, within their Special Gas Tax Street Improvement Fund; or
- b. For the county, within their County Road Fund

The undersigned claimant, by accepting these funds, agrees to grant the State of California auditors access to their books and records for the purpose of verifying that funds paid hereunder are properly accounted for and proceeds are expended in accordance with the terms of this agreement. All documents will be available for inspection by authorized Caltrans agents at any time during the project development and for a four-year period from the date of completion of the project, or one year after the audit is completed or waived by Caltrans, whichever is later.

If the undersigned claimant fails to use funds received hereunder in accordance with the terms of the agreement, the claimant agrees to return the exchange funds to TCAG for credit to the special account described above.

Further, the **Finance Director** of the claimant certifies that the financial information contained herein, is reasonable and accurate to the best of his/her knowledge.

Authorized Representative:

Signature

Print Name

Title

Date

Executive Director, TCAG

Print Name



CITY COUNCIL AGENDA – JUNE 16, 2020

SUBJECT: Assignment of Airport Lease and Consent to Sublet - Lot 30 A1-A3

SOURCE: Finance

COMMENT: J. Enterprise Trust, the current leaseholder of Lot 30 A1-A3, has sold their hangars to Mr. Matt Quatacker, Mr. Mike Quatacker and Mrs. Debbie Quatacker. The new owners are requesting City Council authorization to assume the existing lease between the City of Porterville and J. Enterprise Trust effective May 12, 2020 and expiring January 31, 2022.

Additionally, Mr. Matt Quatacker, Mr. Mike Quatacker and Mrs. Debbie Quatacker are requesting the City's consent to sublet their hangars on Lot 30 A1 and A3 to Arrow Falcon Exporters, Inc. effective July 1, 2020 and expiring June 30, 2021, for the storage of aircraft parts.

RECOMMENDATION: That the City Council:

1. Approve the Assignment of the Airport Lease for Lot 30 A1-A3 between the City of Porterville and J. Enterprise Trust to Mr. Matt Quatacker, Mr. Mike Quatacker and Mrs. Debbie Quatacker; and
2. Authorize the Lessee, Mr. Matt Quatacker, Mr. Mike Quatacker and Mrs. Debbie Quatacker, to sublet airport hangar on Lot 30 A1 and A3 at the Porterville Municipal Airport to Arrow Falcon Exporters, Inc. effective July 1, 2020 and expiring June 30, 2021; and
3. Authorize the Mayor to sign the Lessor's Consent to Assignment of Lease Agreement on behalf of the City; and
4. Authorize the Mayor to sign the City's Consent to Sublet Airport Hangar Lot 30 A1 and A3 on behalf of the City.

ATTACHMENTS:

1. Locator Map 30 A1-A3
2. Draft Assignment of Lease Lot 30 A1-A3
3. Lessor's Consent to Assignment of Lease Lot 30 A1-A3
4. Bill of Sale Lot 30 A1-A3
5. Letter of Request 30 A1-A3
6. Sublease Agreement Lot 30 A1 and A3
7. City's Consent to Sublet Lot 30 A1 and A3

Appropriated/Funded:

Review By:

Department Director:

Maria Bemis, Finance Director

Final Approver: John Lollis, City Manager

A I R P O R T L E A S E S I T E S



53A 53B 53C

52A 52B 52C

44A 44B 44C

40 41 42 43

36 37 38 39

45

46A 46B 46C

35

A B C 34 D E F

33

32A B C

31C

31A

31B

30B

30A1

30A2

30A3

HANGAR ROAD

SUBJECT LOCATION

HOPE ROAD

THUNDERBOLT DR.

TAXIWAY

TAXIWAY

ADMIN.
BLD.

**ASSIGNMENT OF LEASE
PORTERVILLE MUNICIPAL AIRPORT**

THIS AGREEMENT, made this 16th day of June, 2020, by and between J. Enterprise Trust, HC-1, Box 107, Kernville, CA, owner of a hangar on Lot 30 A1- A3 at the Porterville Municipal Airport, as the Assignor, and Matt Quatacker, Mike Quatacker and Debbie Quatacker, 2122 Wildcat Way, Porterville, CA, as the Assignee.

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

1. Effective May 12, 2020, Assignor hereby assigns, transfers and conveys to Assignee all of his right, title and interest as Lessee, in, to and under a certain Lease Agreement dated February 1, 2007 (hereinafter "Lease"), executed by and between the City of Porterville, as Lessor, and J. Enterprise Trust, as the original Lessee, providing for the letting of certain premises located at the Porterville Municipal Airport, Porterville, California, being more particularly described as follows:

Airport hangar Lot No. 30 A1-A3, containing a total area of approximately 18,760 square feet, and establishing a Lease terminating on January 31, 2022.

2. Effective May 12, 2020, Assignee hereby accepts and assumes all of the obligations, responsibilities and liabilities of Assignor under said Lease, and agrees to perform said Lease Agreement according to its terms, covenants and conditions, without exception, and Assignee understands and agrees that Landlord makes no warranty or representation that either Assignor or Assignee would be given an exclusive use in the Porterville Municipal Airport for the use thereof by Assignor and/or Assignee, except as provided in the Lease.

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

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

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

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

ASSIGNOR:
J. Enterprise Trust

BY: _____
Jim Uny

ASSIGNEE:

BY: _____
Matt Quatacker

BY: _____
Mike Quatacker

BY: _____
Debbie Quatacker

**LESSOR'S CONSENT TO ASSIGNMENT OF LEASE AGREEMENT
PORTERVILLE MUNICIPAL AIRPORT
AIRPORT HANGAR LOT NO. 30 A1-A3**

The City of Porterville, a municipal corporation of the State of California, being the Landlord under the Lease for Airport Hangar Lot No. 30 A1-A3, described in the foregoing Assignment, hereby consents to the foregoing Assignment of Lease upon the expressed condition, however, that there shall be no further assignment without the prior written consent of the Landlord.

Dated this 16th day of June, 2020.

CITY OF PORTERVILLE

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

"LESSOR"

ATTEST: _____
John D. Lollis, CITY CLERK

APPROVED AS TO FORM:

BY: _____
Julia Lew, City Attorney

BILL OF SALE

BE IT KNOWN, for good and valuable consideration in the sum of TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00), receipt of which is hereby acknowledged, the undersigned, J. ENTERPRISES TRUST by JAMES UNY, Trustee, hereby sells, assigns and transfers to MATT QUATACKER, as to an undivided one-half interest, and MIKE QUATACKER and DEBBIE QUATACKER, husband and wife, as to an undivided one-half interest, and their successors and assigns forever, the following described chattels and personal property:

Three (3) metal buildings located at Porterville Airport, 1893 South Newcomb, Porterville, Tulare County, California 93257, commonly known as Hanger Lot 30A-1, Hanger Lot 30A-2 and Hanger Lot 30A-3; Tulare County Assessor's Parcel No. 925-000-222.

Sellers warrant to Buyers they have good and marketable title to said property, full authority to sell and transfer said property, and that said property is sold free of all liens, encumbrances, liabilities and adverse claims of every nature and description whatsoever.

Seller further warrants to Buyer that he will fully defend, protect, indemnify and hold harmless Buyer and his lawful successors and assigns from any adverse claim made thereto by all persons whomsoever.

The above property is sold in "AS-IS" condition and where presently located. No guarantees or warranties, express or implied, excepting as may be specifically set forth in this document.

Signed this 12th day of MAY, 2020, at Porterville, Tulare County, California.

Buyers:

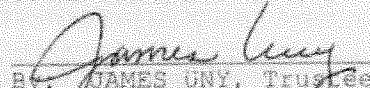

MATT QUATACKER


MIKE QUATACKER


DEBBIE QUATACKER

Seller:

J. ENTERPRISES TRUST


By: JAMES UNY, Trustee

Re: Assignment of Lease

Debbie Quatacker <debbie@quatacker.com>

Fri 5/15/2020 9:31 AM

To: Janie Rodriguez <jrodriguez@ci.porterville.ca.us>

Here you go.

Lots Lots 30 A-1, A-2 and A-3. James Uny, J Enterprises Trust

On Thu, May 14, 2020 at 5:36 PM Janie Rodriguez <jrodriguez@ci.porterville.ca.us> wrote:

Hi Debbie,

Can you please provide the lot numbers of those hangars you purchased and the previous owner names?

Thank you,

Janie

From: Debbie Quatacker <debbie@quatacker.com>

Sent: Thursday, May 14, 2020 3:54 PM

To: Janie Rodriguez <jrodriguez@ci.porterville.ca.us>

Subject: Assignment of Lease

Hi Janie. I am not certain of the City departments operations at this time so I thought I would reach out to see if we are able to process assignments of leases for three hangars we have purchased at the Porterville Airport. Can you please let me know how these can be handled at this time, or perhaps we have to wait?

--

Debbie Quatacker

This e-mail (and attachments, if any) may be subject to the California Public Records Act, and as such may therefore be subject to public disclosure unless otherwise exempt under the Act.

--

Debbie Quatacker

COMMERCIAL LEASE AND DEPOSIT RECEIPT

RECEIVED FROM ARROW FALCON EXPORTERS, INC. hereinafter referred to as LESSEE, the sum of \$-0-, evidenced by ---, as a deposit which, upon acceptance of this lease, shall belong to Lessor and shall be applied as follows:

	TOTAL	RECEIVED	BALANCE DUE PRIOR TO OCCUPANCY
Rent for the period from 07/01/2020 through 07/31/2020 <i>2,021</i>	\$ 0.00	\$.00	\$ 1,100.00
Security deposit (not applicable toward last month's rent)	\$ 0.00	\$.00	\$
Other	\$ 0.00	\$.00	\$
TOTAL	\$ 0.00	\$.00	\$ 1,100.00

In the event that this lease is not accepted by the Lessor within 5 days, the total deposit received shall be refunded.

Lessee hereby offers to lease from Lessor the premises situated in the City of Porterville, County of Tulare, State of California, described as Porterville Airport, 1893 South Newcomb, Porterville, CA - Hangars Lot 30A1 and 30A3 upon the following TERMS and CONDITIONS:

- TERM:** The term hereof shall commence on July 1, 2020, and expire on June 30, 2021. (12 months)
- RENT:** The total rent shall be \$13,200.00, payable as follows: \$ 1,100.00 per month due and payable on the first day of each month.
All rents shall be paid to Owner or his authorized agent, at the following address: 2122 Wildcat Way, Porterville, CA 93257, or at such other places as may be designated by Owner from time to time. In the event rent is not paid within 5 days after due date, Tenant agrees to pay a late charge of \$110.00 plus interest at 1.5% per month on the delinquent amount. Tenant further agrees to pay \$35.00 for each dishonored bank check. The late charge period is not a grace period, and Owner is entitled to make written demand for any rent if not paid when due. Any unpaid balances remaining after termination of occupancy are subject to 1-1/2% interest per month or the maximum rate allowed by law.
- USE:** The premises are to be used for aircraft parts storage and for no other purpose, without prior written consent of Lessor.
- USES PROHIBITED:** Lessee shall not use any portion of the premises for purposes other than those specified herein above, and no use shall be made or permitted to be made upon the premises, nor acts done, which will increase the existing rate of insurance upon the property, or cause cancellation of insurance policies covering said property. Lessee shall not conduct or permit any sale by auction on the premises.
- ASSIGNMENT AND SUBLETTING:** Lessee shall not assign this lease or sublet any portion of the premises without prior written consent of the Lessor, which shall not be unreasonably withheld. Any such assignment or subletting without consent shall be void and, at the option of the Lessor, may terminate this lease.
- ORDINANCES AND STATUTES:** Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Lessee. The commencement or pendency of any state or federal court abatement proceeding affecting the use of the premises shall, at the option of the Lessor, be deemed a breach hereof.
- MAINTENANCE, REPAIRS, ALTERATIONS:** Lessee acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Lessee shall, at its own expense and at all times, maintain the premises in good and safe condition, including plate glass, electrical wiring, plumbing and heating installations and any other system or equipment upon the premises and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted. Lessee shall be responsible for all repairs required, excepting the roof, exterior walls, HVAC system, and structural foundations which shall be maintained by Lessor.
No improvement or alteration of the premises shall be made without the prior written consent of the Lessor. Prior to the commencement of any substantial repair, improvement, or alteration, Lessee shall give Lessor at least ten (10) days written notice in order that Lessor may post appropriate notices to avoid any liability for liens.
Lessee shall not commit any waste upon the premises, or any nuisance or act which may disturb the quiet enjoyment of any tenant in the building.
- ENTRY AND INSPECTION:** Lessee shall permit Lessor or Lessor's agents to enter upon the premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same, and will permit Lessor at any time within sixty (60) days prior to the expiration of this lease, to place upon the premises any usual "To Let" or "For Lease" signs, and permit persons desiring to lease the same to inspect the premises thereafter.
- INDEMNIFICATION OF LESSOR:** Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the demised premises or any part thereof, and Lessee agrees to hold Lessor harmless from any claims for damages, no matter how caused.
- POSSESSION:** If Lessor is unable to deliver possession of the premises at the commencement hereof, Lessor shall not be liable for any damage caused thereby, nor shall this lease be void or voidable, but Lessee shall not be liable for any rent until possession is delivered. Lessee may terminate this lease if possession is not delivered within 10 days of the commencement of the term hereof.
- LESSEE'S INSURANCE:** Lessee, at his expense, shall maintain public liability insurance including bodily injury and property damage insuring Lessee and Lessor with minimum coverage as follows: \$1,000,000 combined single limit personal injury or death of any person in any one accident or occurrence, including property damage. The limit of any such insurance shall not, however, limit the liability of the Lessee hereunder.
Lessee shall provide Lessor with a Certificate of Insurance showing Lessor as additional insured. The policy shall require thirty (30) day's written notice to Lessor prior to cancellation or material change of coverage.
- LESSOR'S INSURANCE:** Lessor shall maintain hazard insurance covering one hundred percent replacement cost of the improvements throughout the lease term. Lessor's insurance will not insure Lessee's personal property or leasehold improvements.
- SUBROGATION:** To the maximum extent permitted by insurance policies which may be owned by Lessor or Lessee, Lessee and Lessor, for the benefit of each other, waive any and all rights of subrogation which might otherwise exist.
- UTILITIES:** Lessee agrees that they shall be responsible for the payment of all utilities, including, gas, electricity, heat, water, sewer and disposal and other Services delivered to the premises.
- SIGNS:** Lessor reserves the exclusive right to the roof, side and rear walls of the premises. Lessee shall not construct any projecting sign or awning without the prior written consent of Lessor, which consent shall not be unreasonably withheld.
- ABANDONMENT OF PREMISES:** Lessee shall not vacate or abandon the premises at any time during the term hereof, and if Lessee shall abandon or vacate the premises, or be dispossessed by process of law, or otherwise any personal property belonging to Lessee left upon the premises shall be deemed to be abandoned, at the option of Lessor.

17. **CONDEMNATION:** If any part of the premises shall be taken or condemned for public use, and a part thereof remains which is susceptible of occupation hereunder, this lease shall, as to the part taken, terminate as of the date the condemnor acquires possession, and thereafter Lessee shall be required to pay such proportion of the rent for the remaining term as the value of the premises remaining bears to the total value of the premises at the date of condemnation; provided however, that Lessor may at his option, terminate this lease as of the date the condemnor acquires possession. In the event that the demised premises are condemned in whole, or that such portion is condemned that the remainder is not susceptible for use hereunder, this lease shall terminate upon the date upon which the condemnor acquires possession. All sums which may be payable on account of any condemnation shall belong to the Lessor, and Lessee shall not be entitled to any part thereof, provided however, that Lessee shall be entitled to retain any amount awarded to him for his trade fixtures or moving expenses.
18. **TRADE FIXTURES:** Any and all improvements made to the premises during the term hereof shall belong to the Lessor, except trade fixtures of the Lessee. Lessee may, upon termination hereof, remove all his trade fixtures, but shall repair or pay for all repairs necessary for damages to the premises occasioned by removal.
19. **DESTRUCTION OF PREMISES:** In the event of a partial destruction of the premises during the term hereof, from any cause, Lessor shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this lease, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Lessee on the premises. If such repairs cannot be made within said sixty (60) days, Lessor, at his option, may make the same within a reasonable time, this lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that Lessor shall not elect to make such repairs which cannot be made within sixty (60) days, this lease may be terminated at the option of either party.
- In the event the building in which the demised premises may be situated is destroyed to an extent of not less than one-third of the replacement costs thereof, Lessor may elect to terminate this lease whether the demised premises be injured or not. A total destruction of the building in which the premises may be situated shall terminate this lease.
20. **HAZARDOUS MATERIALS:** Lessee shall not use, store, or dispose of any hazardous substances upon the premises, except use and storage of such substances if they are customarily used in Lessee's business, and such use and storage complies with all environmental laws. Hazardous substances means any hazardous waste, substance or toxic materials regulated under any environmental laws or regulations applicable to the property.
21. **INSOLVENCY:** In the event a receiver is appointed to take over the business of Lessee, or in the event Lessee makes a general assignment for the benefit of creditors, or, Lessee takes or suffers any action under any insolvency or bankruptcy act, the same shall constitute breach of this lease by Lessee.
22. **REMEDIES OF OWNER ON DEFAULT:** In the event of any breach of this lease by Lessee, Lessor may, at his option, terminate the lease and recover from Lessee: (a) the worth at the time of award of the unpaid rent which was earned at the time of termination; (b) the worth at the time of award of the amount by which the unpaid rent which would have been earned after the termination until the time of the award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (c) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that Lessee proves could be reasonably avoided; and (d) any other amount necessary to compensate Lessor for all detriment proximately caused by Lessee's failure to perform his obligations under the lease or which in the ordinary course of things would be likely to result therefrom.
- Lessor may, in the alternative, continue this lease in effect, as long as Lessor does not terminate Lessee's right to possession, and Lessor may enforce all his rights and remedies under the lease, including the right to recover the rent as it becomes due under the lease. If said breach of lease continues, Lessor may, at any time thereafter, elect to terminate the lease.
- The acceptance of rent hereunder by Lessor shall not be a waiver of any preceding breach of Lessee of any provision hereof, other than the failure of Lessee to pay the particular rent so accepted.
- Nothing contained herein shall be deemed to limit any other rights or remedies which Lessor may have.
23. **SECURITY:** The security deposit set forth above, if any, shall secure the performance of the Lessee's obligations hereunder. Lessor may, but shall not be obligated to apply all or portions of said deposit on account of Lessee's obligations hereunder. Any balance remaining upon termination shall be returned to Lessee. Lessee shall not have the right to apply the Security Deposit in payment of the last month's rent.
24. **DEPOSIT REFUNDS:** The balance of all deposits shall be refunded within two weeks from date possession is delivered to Owner or his authorized Agent, together with a statement showing any charges made against such deposits by Owner.
25. **WAIVER OF RIGHT TO JURY TRIAL:** In the event there shall be a dispute between Lessor and Lessee and either party shall file an action against the other party to enforce their rights under this lease, to interpret the Lease terms, or arising out of their relationship as Lessee and Lessor, the parties agree that the matter shall be tried by the court without a jury and each party specifically waives the right to a jury trial in any such action.
26. **ATTORNEY'S FEE AND COSTS:** In any action or proceeding involving a dispute between Lessor and Lessee arising out of the execution of this lease, or to enforce the terms and conditions of this lease, or to recover possession of the premises from Lessee, the prevailing party shall be entitled to receive from the other party a reasonable attorney's fee, expert fees, appraisal fees and all other costs incurred in connection with such action or proceedings, to be determined by the court or arbitrator(s).
27. **WAIVER:** No failure of Lessor to enforce any term hereof shall be deemed to be a waiver.
28. **NOTICES:** Any notice which either party may or is required to give, shall be given by mailing the same, postage prepaid, to Lessee at the premises, or Lessor at the address shown below, or at such other places as may be designated by the parties from time to time.
29. **HOLDING OVER:** Any holding over after the expiration of this lease, with the consent of Lessor, shall be construed as a month to-month tenancy at a rental of \$1,100.00 per month, otherwise in accordance with the terms hereof, as applicable.
30. **TIME:** Time is of the essence of this lease.
31. **HEIRS, ASSIGNS, SUCCESSORS:** This lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.
32. ~~**COST OF LIVING INCREASE:** The rent provided for in paragraph 2 shall be adjusted effective upon the first day of the month immediately following the expiration of _____ months from date of commencement of the term and upon the expiration of each _____ months thereafter in accordance with changes in the U.S. Consumer Price Index for All Urban Consumers (1982-84=100) hereinafter called the "CPI". The monthly rent shall be increased to an amount equal to the monthly rent set forth in paragraph 2 multiplied by a fraction the numerator of which is the CPI for the second calendar month immediately preceding the adjustment date and the denominator of which is the CPI for the second calendar month preceding the commencement of the lease term. Provided, however, in no event shall the monthly rent be less than the amount set forth in paragraph 2.~~
33. **OPTION TO RENEW:** Provided that Lessee is not in default in the performance of this lease, Lessee shall have the option to renew the lease for an additional term of 12 months commencing at the expiration of the initial lease term. All of the terms and conditions of the lease shall apply during the renewal term except that the monthly rent shall be the sum of negotiated upon Tenant's exercising right. The option shall be exercised by written notice given to Lessor not less than 30 days prior to the expiration of the initial lease term. If notice is not given in the manner provided herein within the time specified, this option shall expire.
34. **LESSOR'S LIABILITY:** The term "Lessor," as used in this paragraph, shall mean only the owner of the real property or a Lessee's interest in a ground lease of the premises. In the event of any transfer of such title or interest, the Lessor named herein (or the grantor in case of any subsequent transfers) shall be relieved of all liability related to Lessor's obligations to be performed after such transfer. Provided, however, that any funds in the hands of Lessor or Grantor at the time of such transfer shall be delivered to Grantee. Lessor's obligations hereunder shall be binding upon Lessor's successors and assigns only during their respective periods of ownership.
35. **ESTOPPEL CERTIFICATE:**
- (a) Lessee shall at any time upon not less than ten (10) days' prior written notice from Lessor execute, acknowledge and deliver to Lessor a statement in writing (1) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect), the amount of any security deposit, and the date to which the rent and other charges are paid in

advance, if any, and [2] acknowledging that there are not, to Lessee's knowledge, any uncured defaults on the part of Lessor hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective buyer or encumbrancer to the Premises.

(b) At Lessor's option, Lessee's failure to deliver such statement within such time shall be a material breach of this Lease or shall be conclusive upon Lessee [1] that this Lease is in full force and effect, without modification except as may be represented by Lessor, [2] that there are no uncured defaults in lessor's performance, and [3] that not more than one month's rent has been paid in advance or such failure may be considered by Lessor as a default by Lessee under this Lease.

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee hereby agrees to deliver to any lender or buyer designated by Lessor such financial statements of Lessee as may be reasonably required by such lender or buyer. Such statements shall include the past three years' financial statements of Lessee. All such financial statements shall be received by Lessor and such lender or buyer in confidence and shall be used only for the purposes herein set forth.

36. **COMMON AREA EXPENSES:** In the event the demised premises are situated in a shopping center or in a commercial building in which there are common areas, Lessee agrees to pay his pro-rata share of maintenance, taxes, and insurance for the common area.

37. **ADDENDUM:** An addendum, signed by the parties, is not attached, hereto.

ENTIRE AGREEMENT: The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following Exhibits, if any, have been made a part of this lease before the parties' execution hereof: _____.

"CONSULT YOUR ADVISORS": This document has been prepared for approval by your attorney. No representation or recommendation is made by HQ Investments as to the legal sufficiency or tax consequences of this document or the transaction to which it relates. These are questions for your attorney.

The undersigned LESSEE hereby acknowledges receipt of a copy hereof.

The undersigned LESSOR hereby acknowledges receipt of a copy hereof.

DATED: 6/10/20

ARROW FALCON EXPORTERS, INC.

By: [Signature] Lessee

By: _____ Lessee

Address
2081 Wildcat Way, Porterville, CA 93257

Phone
Telephone (559) 781-8604

DATED: _____

MATT QUATACKER

MIKE QUATACKER

2122 Wildcat Way, Porterville, CA 93257

(559) 696-1503

Lessor

Lessor

Address

Phone

**LESSOR'S CONSENT TO SUBLET
AIRPORT HANGAR LOT NO. 30 A1 AND A3
AT THE PORTERVILLE MUNICIPAL AIRPORT**

The City of Porterville, a municipal corporation of the State of California, being the Landlord under the Master Lease for Airport Hangar Lot No. 30 A1 and A3, hereby consents to the request dated June 10, 2020, made by the Lessee, Matt Quatacker, Mike Quatacker and Debbie Quatacker, to sublet said airport hangar lot 30 A1 and A3 to Arrow Falcon Exporters, Inc. effective July 1, 2020 and expiring June 30, 2021, for the storage of aircraft parts. Provided however, that there shall be no further subletting without the prior written consent of the Landlord.

Dated this 16th day of June 2020.

CITY OF PORTERVILLE
"LESSOR"

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

ATTEST: _____
John D. Lollis, CITY CLERK

APPROVED AS TO FORM:

BY: _____
Julia Lew, City Attorney



CITY COUNCIL AGENDA – JUNE 16, 2020

SUBJECT: Program Supplement to the Administering Agency-State Agreement - Tule River Parkway Phase III

SOURCE: Public Works

COMMENT: The Department of Transportation has submitted Program Supplement No. N055 Rev. 1 to Administering Agency-State Agreement for Federal-Aid Projects No. 06-5122R and requests that the City execute said agreement. The executed agreement shall become a part of the Agency-State Agreement for State Funded Projects No. 06-5122R.

The attached Program Supplement is for the construction of Phase III of the Tule River Parkway Bike Path.

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

ATTACHMENTS:

1. Program Supplement N055 Rev 1
2. Draft Resolution - Program Supplement No. N055 REV 1

Appropriated/Funded:

Review By:

Department Director:

Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager

PROGRAM SUPPLEMENT NO. N055 Rev. 1
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 06-5122R

Adv Project ID Date: April 29, 2020
0616000085 Location: 06-TUL-0-PTRV
Project Number: CML-5122(083)
E.A. Number:
Locode: 5122

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on 02/20/07 and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. approved by the Administering Agency on
(See copy attached).

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

PROJECT LOCATION: Along the Tule River from the terminus of the existing trail located west of Main St to just west of Plano St

TYPE OF WORK: Construct Phase 3 of the Tule River Parkway Bike Path - new Class **LENGTH:** 0.0(MILES)
1 multi-use trail

Estimated Cost	Federal Funds		Matching Funds	
	Z400	\$1,828,000.00	LOCAL	OTHER
\$2,365,084.00	M40E	\$88,000.00	\$449,084.00	\$0.00

CITY OF PORTERVILLE

By _____
Title _____
Date _____
Attest _____

STATE OF CALIFORNIA
Department of Transportation

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

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

Accounting Officer 

Date 5/5/20 \$1,916,000.00

SPECIAL COVENANTS OR REMARKS

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

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

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

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

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

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

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

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

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

SPECIAL COVENANTS OR REMARKS

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

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

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

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

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

SPECIAL COVENANTS OR REMARKS

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

B. Invoices shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.

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

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

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

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

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

H. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be

SPECIAL COVENANTS OR REMARKS

used to determine the allowability of individual PROJECT cost items.

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

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

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

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

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

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

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

SPECIAL COVENANTS OR REMARKS

examined under its single audit prepared in accordance with 2 CFR, Part 200.

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

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF PORTERVILLE AUTHORIZING THE MAYOR TO SIGN
PROGRAM SUPPLEMENT NO. N055 REV. 1
TO ADMINISTERING THE AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO. 06-5122R

BE IT RESOLVED by the City Council of the City of Porterville that the Mayor is hereby authorized to execute the document known as Program Supplement No. N055 REV. 1 to administering Agency-State Agreement for Federal-Aid Projects No. 06-5122R, for the construction of Phase III of the Tule River Parkway Bike Path.

PASSED, ADOPTED AND APPROVED this 16th day of June, 2020.

Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By Patrice Hildreth, Chief Deputy City Clerk



CITY COUNCIL AGENDA – JUNE 16, 2020

SUBJECT: Authorization to Execute a Memorandum of Understanding.

SOURCE: Public Works

COMMENT: The City of Porterville finds itself in the same struggle as all groundwater managers throughout California; focused on developing strategies to manage groundwater pumping and mitigate impacts of overdraft.

The City currently serves an estimated population of 65,700 in City and unincorporated county areas through approximately 17,000 residential and commercial customer accounts. The sole water supply for these customers is groundwater sources. The City is proactively seeking an opportunity to diversify its water portfolio to achieve and maintain sustainability.

The City and Porterville Irrigation District (PID) have a history of partnership and collaboration on local water management. Such collaborations include: the purchase of recharge water, the development of water delivery projects, and discussions of participation in the future with tertiary treated recycled water projects.

Additionally, the City and PID are partners in a regional effort, comprising two of the seven agencies making up the Eastern Tule Ground Water Sustainability Agency, formed to combat groundwater overdraft through the Sustainable Groundwater Management Act. Under the 2014 statewide mandate, communities with over-drafted groundwater basins are expected to develop regional sustainability plans and partnerships to address the problem.

To further local collaboration and to identify regional self-reliance, reduce conflict, and manage water to concurrently achieve social, environmental, and economic objectives, staff has presented a draft Memorandum of Understanding (MOU) between the City and PID. The draft MOU does not constitute a legal agreement for a water transfer. Instead, it is formalizing the two entities' intent to seek such agreements and to develop the appropriate terms for mutually beneficial arrangements.

Staff requests that the City Council allow the Public Works Director to sign the proposed MOU, continue to collaborate with PID, and investigate opportunities to improve the flexibility and reliability of the City's water supply.

RECOMMENDATION: That the City Council authorize the Public Works Director to

sign the Memorandum of Understanding on behalf of the City of Porterville, and to continue collaborations with the Porterville Irrigation District.

ATTACHMENTS: 1. Draft Memorandum of Understanding Partnership Agreement

Appropriated/Funded:

Review By:

Department Director:

Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager

MEMORANDUM OF UNDERSTANDING FOR WATER SUPPLY OPPORTUNITIES
INVESTIGATION BETWEEN THE CITY OF PORTERVILLE AND
PORTERVILLE IRRIGATION DISTRICT

This Memorandum of Understanding (MOU) is between the City of Porterville (City) and Porterville Irrigation District (District) (individually “Party” and collectively “Parties”). The purpose of this MOU is to memorialize the Parties’ intent to explore mutually beneficial water supply opportunities and share costs.

RECITALS

Whereas, City is an urban water purveyor that continues to serve its customers with groundwater supplies;

Whereas, City seeks to investigate opportunities to improve the flexibility and reliability of its water supply portfolio;

Whereas, City continues to develop alternative supplies in its water supply portfolio;

Whereas, District is a statutory irrigation district that delivers surface water to its customers in its service area;

Whereas, District has surface water supplies derived from the Central Valley Project (CVP), the Tule River, and Lake Success that it seeks to fully utilize;

Whereas, City’s boundary and sphere of influence include lands contained within the District’s service area; and

Whereas, City and District see mutual benefits in working together to explore water supply opportunities (Project).

NOW, THEREFORE, City and District agree as follows:

- 1. Recitals Incorporated.** The foregoing Recitals are true and correct, and are incorporated herein by reference.
- 2. Term of MOU.** The term of this MOU will commence on the date it has been executed by all the Parties, and will continue through the completion of the Project or termination of the Project. This MOU will terminate upon whichever occurs first: (1) upon a declaration of one Party pursuant to Article 5; (2) when this MOU is superseded by another formal water supply agreement executed by the Parties; or (3) on March 1, 2025. The Parties may extend the MOU term through a modification pursuant to Article 13.
- 3. Cost Allocations.** The Project costs incurred by the Parties will be shared in

accordance with the following terms under this MOU.

- a. All City staff costs and expenses will be paid by City. All District staff costs and expenses will be paid by District.
- b. All costs for consultants retained by the Parties to help investigate water supply opportunities that meet the Project objectives shall be shared equally between the Parties. In order for the cost-sharing provisions of this Section 3(b) to be enforceable, the Parties must mutually consent to retaining the consultant. If one Party retains a consultant without the other Party's consent, the retaining Party shall be solely responsible for paying the costs therefor.
- c. Responsibility for any costs incurred by any governmental agency in connection with the Project that are passed onto the Parties shall be divided equally between the Parties.
- d. The District will pay for its attorney fees and expenses associated with fulfilling the Project objectives and City will pay for its attorney fees and expenses associated with fulfilling the Project objectives.
- e. If costs are incurred by a Party for activities that are not listed in Article 3 or Article 4, then the Party incurring those costs will pay those costs.
- f. In the event that City and/or District seek to allocate costs in a manner that differs from those outlined in this Article 3, the Parties may modify this MOU in accordance with Article 13. If the Parties cannot agree on cost-allocation modification, then this MOU may be terminated with notice provided under Article 5 with all previous costs incurred under the MOU being paid in accordance with this Article 3.

4. Water Supply Investigation Activities. The Parties will undertake, at a minimum, the following Project actions:

- a. Evaluate the City's historical water demands and conservation activities and quantify the amount of water currently used by the City in accordance with applicable law and City's projected water need in 2040 under various hydrological and regulatory conditions.
- b. Analyze the District's contract for CVP water supplies and assess the opportunities to make portions of those water supplies available for diversion, and use in that portion of the City in District's service area from time to time.
- c. Analyze the District's Tule River and Lake Success surface water supplies and assess the opportunities to make portions of those water supplies available for diversion, and use by the City.

- d. Identify opportunities to utilize raw and recycled water supplies within the District's service area, the City, or in neighboring areas. Consider the exchange opportunities associated with these water supplies that may involve other water users.
- e. Evaluate the opportunities to bank groundwater in the District, in the City, or in neighboring areas through active recharge of surface water supplies or in lieu recharge of existing groundwater extractions in order to make additional water supplies available for use by the Parties.
- f. Coordinate City and District discussions with the United States Bureau of Reclamation on opportunities to utilize portions of District's CVP Contract water supplies within the City and/or in District's service area from time to time.
- g. Coordinate discussions with interested landowners, Ditch Companies, and water users about Tule River, Lake Success, and groundwater storage and use to further opportunities to utilize City and District water assets in the City and the District's service area from time to time.
- h. Explore opportunities for temporary transfers of Tule River and Lake Success water supplies from Ditch Companies to the City or District for beneficial uses.
- i. Facilitate short-term water transfers and groundwater banking throughout the course of implementation of the Sustainable Groundwater Management Act (SGMA) objectives and relevant Groundwater Sustainability Plans affecting District and City in the Tule Subbasin.
- j. Identify feasible projects beneficial to the Parties and use reasonable efforts to advance and complete the identified projects.
- k. Identify the potential costs to each Party associated with the alternatives developed for potential Projects in this investigation.
- l. Identify the potential environmental compliance actions under the California Environmental Quality Act and National Environmental Policy Act that may be associated with such Projects.

5. **Termination.** This MOU may be terminated by either City or District upon fifteen (15) days written notice of termination to the other Party. Costs incurred by the Parties prior to a Party's receipt of a notice of termination shall be apportioned in the manner provided for in this MOU. Any costs incurred by a Party after a Party's receipt of a notice of termination shall be the sole responsibility of the incurring Party.

6. **Notices.** All notices under this MOU shall be given to the respective Parties at the following addresses:

City of Porterville (City)

Porterville Irrigation District (District)

Michael L. Knight
Public Works Director
City of Porterville
291 North Main Street
Porterville, CA 93257
mknight@ci.porterville.ca.us

Sean P. Geivet
General Manager
Porterville Irrigation District
22086 Avenue 160
Porterville, CA 93257
sgeivet@ocsnet.net

Any notice required to be given hereunder to either Party shall be given by either electronic mail with a carbon copy to the sender, personal delivery, or by depositing such notice in the US Mail to the address listed with first class postage pre-paid. Such notice shall be deemed made when received.

7. **No Third Party Rights.** City and District agree that this MOU is not intended to create or clarify any rights in third parties that are not an express Party to this MOU. No third party shall have the right of action based on this MOU. This MOU shall not be enforceable by any parties other than City and District.
8. **Governing Law.** This MOU shall be governed exclusively by the laws of the State of California
9. **Dispute Resolution.** Both Parties acknowledge that any disputes arising out this MOU are best resolved at the working level. In the event of a dispute that is not resolved at the working level, the Parties agree to refer the dispute to the highest working level authority in their respective organizations in order to cooperatively resolve the pertinent issues. If cooperative resolution actions are unsuccessful in resolving the dispute, then the Parties reserve the right to use other legal remedies to resolve the dispute.
10. **Indemnification.** Each Party shall hold harmless, indemnify, and defend the other Party, its elected officials, officers, agents employees, contractors, volunteers and agencies, against all liability, claims, losses, demands or actions for injury to, or death of, a person or persons, or damages to property arising out of, or alleged to arise out of or in consequence of, this MOU, except to the extent that such liability is caused by gross negligence or willful misconduct of the other Party, its elected officials, officers, agents, employees, contractors, or volunteers.
11. **Successors and Assigns.** This MOU shall be binding on the successors and assigns of the Parties, and shall not be assigned by either Party without the prior written

consent of the other Party.

12. **Entire MOU/Interpretation of Ambiguities.** This MOU is the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. Each party and its legal counsel have participated fully in the review and revision of this MOU. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this MOU. The language in this MOU shall be interpreted as to its fair meaning and not strictly for or against any party.
13. **Modification.** This MOU may only be modified by an amendment that is signed by both Parties.
14. **No Intention to be Bound.** The Parties acknowledge and agree that the Project defined in this MOU concerns preliminary investigations, analyses, and discussions only, and that unless and until a separate, definitive written agreement between them has been executed and delivered, neither Party will have any legal obligation or liability of any kind with respect to any future transactions or projects arising from the Project defined herein.

This MOU may be executed in counterparts, each of which shall constitute an original.

Michael L. Knight
Public Works Director
City of Porterville

Date

Sean P. Geivet
General Manager
Porterville Irrigation District

Date



CITY COUNCIL AGENDA – JUNE 16, 2020

SUBJECT: Certification of Results of the Assessment Election; and Adoption of Resolution Ordering the Formation of a Landscape and Lighting Maintenance District for the Chelsea Glen Subdivision

SOURCE: Administrative Services

COMMENT: On June 2, 2020, a duly-noticed Public Hearing was held to receive public comment on the formation of Landscape and Lighting District - 47 for the Chelsea Glen Subdivision. After the close of the Public Hearing and last call for assessment ballots, a time and place for the public tabulation of the ballots was announced, which took place on June 3, 2020 at 10:00 a.m. in the McCracken Conference Room at City Hall, 291 North Main Street. The assessment election resulted in 18 votes in favor, and 17 votes opposed, to the formation of District 47. A certification of the Results is attached.

With a majority of eligible voters voting in favor, the draft Resolution ordering the formation of Landscape and Lighting Maintenance District for the Chelsea Glen Subdivision is presented for the City Council's approval.

RECOMMENDATION: That the City Council:

1. Accept the Certification of Results of the Vote of the Proposition 218 ballot; and
2. Adopt the draft Resolution ordering the formation of Landscape and Lighting Maintenance District Number 47, approving Engineer's Report for said District, and approving the method and levy of assessments.

ATTACHMENTS:

1. Assessment Ballot Certification
2. Draft Resolution Forming LMD No. 47

Appropriated/Funded:

Review By:

Department Director:

Patrice Hildreth, Deputy City Manager

Final Approver: John Lollis, City Manager

**CERTIFICATION OF THE CITY OF PORTERVILLE
ASSESSMENT BALLOT FOR THE FORMATION OF
LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT
NO. 47 – CHELSEA GLEN SUBDIVISION**

STATE OF CALIFORNIA)
) ss.
COUNTY OF TULARE)

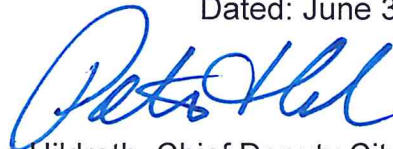
I, Patrice Hildreth, Chief Deputy City Clerk, City of Porterville, County of Tulare, State of California, do hereby certify that an assessment balloting procedure was initiated pursuant to the 1972 Lighting and Landscape Assessment Act and Proposition 218 for the purpose of forming a Lighting and Landscape Maintenance District No. 47 – Chelsea Glen Subdivision.

The City Clerk's Division received 35 ballots by the deadline of the close of the public hearing held on June 2, 2020. As noticed during the public hearing, on June 3, 2020, at 10:00 a.m. in the McCracken Conference Room at City Hall, 291 North Main Street, Porterville, CA, said ballots were counted and tabulated, and the results are as follows:

Yes:	18 votes
No:	17 votes

I hereby certify that the number of valid votes in favor of the formation of Lighting and Landscape Maintenance District No. 47 – Chelsea Glen Subdivision constitutes a majority.

Dated: June 3, 2020



Patrice Hildreth, Chief Deputy City Clerk
City of Porterville
County of Tulare, State of California

RESOLUTION NO. ____ - 2020

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA, ORDERING
THE FORMATION OF LANDSCAPE AND LIGHTING DISTRICT NO. 47, APPROVING
ENGINEER'S REPORT FOR SAID DISTRICT, AND APPROVING THE METHOD AND
LEVY OF ASSESSMENTS

WHEREAS, the City Council of the City of Porterville did on the 7th day of April, 2020, adopt Resolution No. 26-2020 declaring its intention to order the formation of Landscape and Lighting District No. 47; and

WHEREAS, the public hearing on the consolidation was set for June 2, 2020, subject to the provisions of the Lighting and Landscape Act of 1972; and

WHEREAS, a duly-noticed public hearing has been held pursuant to the provisions of Proposition 218 to receive objections to the formation of said District and the levy of assessments.

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

1. The public interest, convenience and necessity require the formation of Landscape and Lighting Maintenance District No. 47, and that the District shall hereby be formed.
2. The Engineer's Report and diagram for District 47 is hereby approved, and the work as set forth herein is to be done.
3. That the method of assessment and the levy of assessments as indicated within said Engineer's Report is hereby approved.

PASSED, APPROVED AND ADOPTED this 16th day of June, 2020.

Martha A. Flores, Mayor

ATTEST:

John D. Lollis, City Clerk

By: Patrice Hildreth, Chief Deputy City Clerk



CITY COUNCIL AGENDA – JUNE 16, 2020

SUBJECT: Acceptance of Donation and Restriction of Funds for Future Firefighter Memorial

SOURCE: Administrative Services

COMMENT: As the City Council may be aware, immediately following the catastrophic library fire event of February 18, 2020, a group of children of local public safety personnel created a GoFundMe account to raise money for a memorial to honor Fire Captain Ray Figueroa and Firefighter Patrick Jones. The group, primarily comprised of the children of personnel from Porterville City Fire Department and Tulare County Sheriff's Department, were significantly impacted by the loss and were driven to do something positive and impactful for the families and the community.

The fundraising effort garnered much support within the community with the assistance of various media outlets covering the children's effort. After GoFundMe fees, \$8,524.02 was raised in support of the memorial.

At this time, the group would like to donate these funds to the City for the exclusive future use towards a memorial bench and mural to honor Captain Figueroa and Firefighter Jones. Staff proposes that these funds be set aside and restricted until such time as a location is identified and a memorial project proceeds.

RECOMMENDATION: That the City Council accept \$8,524.02 from the children of first responders, and restrict said funds for the future use towards a memorial bench and mural in memory of Fire Captain Figueroa and Firefighter Jones at a location yet to be determined.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:

Patrice Hildreth, Deputy City Manager

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – JUNE 16, 2020

SUBJECT: Renewal of HR Test Rental and Use Agreement Between City of Porterville and CPS HR Consulting

SOURCE: Administrative Services

COMMENT: As a public agency, the City of Porterville hires personnel via a merit-based civil service selection system, which generally includes a minimum qualification application review process, written examination, and panel interview. Protecting against adverse impact and ensuring the validity and reliability in this process is critical. In order to achieve this and maintain the integrity of its recruitment process, the City utilizes the services of CPS HR Consulting.

The City's contract with CPS HR Consulting is due to expire in June 2020. While the menu of services that CPS provides has expanded, the test rental rates have remained unchanged for the bank of tests that the City utilizes. It is important to note that the agreement requires that the City pay a rental fee for only those tests it uses. CPS rental fees are paid out of the Human Resources Division's operating budget in the General Fund. A copy of the proposed agreement is provided for Council's consideration.

RECOMMENDATION: That the City Council approve the two-year renewal of the Test Rental and Use Agreement with CPS HR Consulting, and authorize the Deputy City Manager to sign on behalf of the City.

ATTACHMENTS: 1. CPS HR Proposed Agreement

Appropriated/Funded: MB

Review By:

Department Director:

Patrice Hildreth, Deputy City Manager

Final Approver: John Lollis, City Manager

TEST RENTAL AND USE AGREEMENT

This Test Rental and Use Agreement (“Agreement”) is by and between Cooperative Personnel Services, dba CPS HR Consulting, a California Joint Powers Authority (“CPS HR”) and the Agency or Organization named in the signature block at the end of the Agreement (“Client”).

A. Purpose. This Agreement defines CPS HR test rental, use and security policies and procedures.

CPS HR develops and rents tests for a number of purposes and in a number of formats (including but not limited to print and electronic media). For that reason, some of the below paragraphs apply under certain circumstances. But, unless specifically limited, each paragraph applies to all testing purposes and formats.

B. Ownership of CPS HR Tests.

1. CPS HR owns all rights, title and interest, including copyrights, in all tests provided under this Agreement. They are the property of CPS HR and shall remain the property of CPS HR, even while in the custody of Client.
2. Additionally, tests that have been constructed or modified based on information provided by the client shall not be considered works made for hire, as that term is defined under U.S. Copyright Law. CPS HR shall own all rights, title and interest, including the copyright, in any test it creates for the Client.
3. Ownership of tests specifically developed for a client and of individual test questions supplied by Client, if any, shall be governed by a separate Agreement between CPS HR and Client.

C. Test Materials. Test Materials consist of all used and unused test booklets, proctors instructions, proctors manuals, scoring instructions, key sheets, key overlays, keyed booklets, scoring keys, instructions, CDs (for oral tests), and any other materials generated at the test administration, such as completed answer sheets (if applicable), scratch paper, note paper and the like.

D. Test Security. CPS HR security standards are designed to protect the mutual interests of all Clients that use Test Materials as well as the interests of applicants who take CPS HR tests. In order that no person may gain special advantage by having improper access to the material, all users must sign this Agreement and agree to fulfill its terms, before the Agreement is effective.

1. Client agrees to take all reasonable and diligent steps to keep CPS HR tests, sample tests, and testing processes confidential and free from unauthorized access and use. This includes, but is not limited to, client agreeing not to divulge, convey, copy in whole or part, duplicate, convert to another format or medium, or otherwise disseminate tests, portions of tests, or test materials.
2. For on-line tests, client further agrees to take all reasonable and diligent steps to prevent any modification to or reverse engineering of the testing software, and any transfer, storage or dissemination of tests or testing software and data on any storage medium or computer server other than those specifically authorized by CPS HR.
3. Should Client suspect any breach of test security, Client agrees to immediately notify CPS HR and immediately take all steps necessary to preserve

evidence of or related to the breach, whether physical or electronic.

E. Test Review, Ordering and Administration.

1. **Review Copies.** Review of CPS HR tests, regardless of format, is subject to the test security standards.

- (a) **Test Rental Division:** To help in deciding whether to rent exams, Client may review CPS HR stock tests and other stock test materials free of charge (e.g., stock supplements, structured interview packages, and specialized item sets).
- (b) **SLPP:** CPS HR does not offer review copies of the Spanish Language Proficiency Program (SLPP) tests. However, for new clients, CPS HR can provide a sample written test booklet showing the different components of the test.
- (c) **On-line Testing:** To help in deciding whether to utilize on-line testing, Client may review sample on-line tests free of charge.

2. **Ordering Testing Materials and Scheduling of Examinations.**

(a) **Test Rental Division:**

- (i) To ensure materials are received in time, Client must notify CPS HR at least 10 business days prior to the test date of the total number of candidates in each job classification to be tested. If orders are placed less than 10-business-days prior to the test date, rush shipment charges may apply and timely delivery cannot be guaranteed.
- (ii) Client shall rent one test booklet per candidate to be tested. CPS HR shall provide Client with Test Materials including instructions for administering the test, sufficient test booklets and any other material CPS HR deems necessary.

(b) **On-line Testing:**

- (i) To ensure Client equipment is functioning and capable of administering on-line testing, Client must request testing from CPS HR at least 10 business days prior to the test date on the first time Client utilizes on-line testing. After Client has successfully used on-line testing, 5 working days notice is normally sufficient for subsequent testing.
- (ii) Client recognizes that CPS HR has no control over the functioning of the internet, and any problems with on-line testing due to the failure thereof are not attributable to CPS HR.

3. After the test date.

(a) Test Rental Division:

- (i) Within 10 business days of the test date, Client shall return to CPS HR all Test Materials including all materials provided by CPS HR for the test administration.
- (ii) Client shall not reuse printed tests on the test date or on any other date but shall return Test Materials to CPS HR, whether or not the test was administered.

(b) On-line Testing:

- (i) After the scheduled test date(s), CPS HR will suspend access to the on-line test site.
- (ii) Within 10 business days of the test date, Client shall destroy all CPS HR Test Materials including scratch paper and note paper in a way that make the materials unrecoverable.

F. Billing, Pricing, and Payment.

- 1. CPS HR shall bill Client at the billing address provided in Exhibit A, unless notified in writing of a new billing address.
- 2. The bill shall be derived from the most current applicable Rate Sheet (s): Exhibit B for Test Rental, Exhibit C for Special Services, Exhibit D for Online Skills, and Exhibit E for Personality. Client acknowledges and understands that the Test Price List(s) are only effective as of the date shown each of them and are subject to change.
- 3. Client shall be billed for any work done on a canceled or postponed test up to the time CPS HR is notified of such cancellation or postponement. Under certain circumstances, and in CPS HR's sole discretion, credit may be given for work already performed if the test is rescheduled.
- 4. CPS HR may charge Client for lost or compromised tests if Test Materials are not returned according to 3(a) above. Client shall be liable for the actual cost associated with the creation of a substantially similar replacement test up to a maximum of \$15,000.
- 5. Client agrees to and shall pay all invoices within thirty (30) days of receipt of invoice.
- 6. Credits. For each unopened package of stock exams that is returned, a \$35.00 credit will be generated that can be applied towards the current or future test order. Credit has no cash value and will expire 12 months after the issue date.

G. Candidate Inspections

1. Test Materials.

CANDIDATE INSPECTION OF TEST MATERIALS SHALL **NOT** BE ALLOWED EXCEPT IN CASE OF ANSWER SHEETS AS DESCRIBED BELOW

2. Answer Sheets.

- (a) If a candidate files a protest regarding the scoring of his or her test, inspection of a candidate's own answer sheet(s) for the purpose of detecting whether any clerical or other error has been made in the scoring of the answer sheets shall be allowed, upon request by the Client, for a 10-business-day period immediately following the notification to the candidate of test results.
- (b) Candidates are not allowed to review the question booklet during this inspection period.

- (c) Not more than one hour will normally be allowed for answer sheet(s) review. A representative of Client's Personnel or Administrative office shall be present to assure that no changes or marks of any kind are made by the candidate on the answer sheet(s) or keyed answer sheet.

H. Client Responsibilities.

- 1. Client shall perform all parts of the testing process which are not performed by CPS HR. Client has the responsibility for assuring that the testing process performed by Client conforms to any applicable laws, rules or ordinances, and for the test as a whole. Under the federal Uniform Guidelines on Employee Selection Procedures, the Client as test user is responsible for local validation efforts (e.g., SME review, job analysis studies) and the results of the selection process, and Client understands and acknowledges that it must be prepared to demonstrate that the process is valid and meets other testing standards if it adversely affects groups protected by fair employment laws.
- 2. Client is responsible for insuring that all persons who handle or have access to Test Materials in any capacity for Client shall do so in compliance with this Agreement, and are trained to handle Test Materials and administer tests before they do so.
- 3. CPS HR retains score reports for 60 days after each test administration date. Test users must maintain the appropriate documentation of score report information for agency record purposes.

I. Legal Proceedings Involving Test Materials.

- 1. If Client receives notice of any administrative or court proceeding involving a CPS HR test, or a request for disclosure of Test Materials, such as a subpoena, or a public records or freedom of information request, Client shall notify CPS HR of such request immediately and well before a response is due.
- 2. Upon CPS HR request, Client shall maintain the confidentiality of the Test Materials pending the grant or denial of a protective order or the decision of a court or administrative body as to whether the requested Test Materials must be disclosed under the applicable public records statute.
- 3. Client shall cooperate with CPS HR in seeking any relief necessary to maintain the confidentiality of the Test Materials.
- 4. Client shall indemnify and hold CPS HR harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorney fees and costs) arising out of or in connection with administration of a test, or with maintaining confidentiality of Test Materials.

J. Term and Termination of Agreement.

- 1. Term. This Agreement is effective beginning the date it is signed by both parties and continuing for two years thereafter unless earlier terminated by either party as stated below.
- 2. Immediate Termination upon Material Breach. Either party may terminate this Agreement immediately upon any material breach by the other party. For purposes of this Agreement, but without limiting the meaning of material breach, any breach of the test security provisions, however minor, shall be

considered a material breach. Client understands and acknowledges that immediate termination by CPS HR may result in the withholding or recall of Test Materials.

3. **Termination Without Cause.** CPS HR and Client may terminate the Agreement without cause upon thirty days written notice to the other party.
4. **Return of Test Materials.** Upon termination of the Agreement, Client shall immediately return to CPS HR any Test Materials that it possesses.

K. Miscellaneous.

1. **Notices.** Any notice to the parties required or permitted under this Agreement shall be given in writing and shall be sent to Client at the address provided for the Principal Signer and to CPS HR at 2450 Del Paso Rd., Ste. 160, Sacramento, CA 95834.
2. **Dispute Resolution; Remedies.**
 - (a) In the event of a dispute, the parties may agree to pursue mediation or either binding or nonbinding arbitration to resolve their dispute, under such rules as the parties may agree.
 - (b) Client acknowledges that breach of this Agreement may result in irreparable harm to CPS HR for which damages would be an inadequate remedy and, therefore, in the event of a breach, in addition to its rights and remedies otherwise available by law, CPS HR shall be entitled to seek equitable relief, including injunction.
3. **Attorneys Fees.** If any legal action or arbitration or other proceeding is brought to enforce or construe the term of this Agreement or because of an alleged dispute, breach or default in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys fees and other costs incurred in

that action, arbitration or proceeding in addition to any other relief to which it may be entitled.

4. **Waiver.** The failure of any party at any time or times to require performance of any provisions of this Agreement shall in no manner affect its right to enforce such provision at a later time. Nor shall the waiver by either party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself. No waiver shall be enforceable unless made in writing and signed by the party granting the waiver.
5. **Entire Agreement; Modifications.** This Agreement constitutes the entire Agreement between the parties regarding the subject matter hereof and supersedes all other Agreements, representations and warranties. All modifications and supplements to this Agreement must be in writing and signed by both parties.
6. **Counterparts; Facsimile Signature; Electronic Signature.** This Agreement may be executed in any number of counterparts. If this Agreement or any counterpart is signed and then faxed or e-mailed by PDF or otherwise, the faxed or e-mailed copy bearing the signature shall be as good as the original wet-ink signed copy for all intents and purposes.
7. **Interpretation; Jurisdiction.** This Agreement shall be interpreted and enforced under the laws of the State of California and jurisdiction shall be in Sacramento County, California. The Agreement shall be interpreted in a fair and balanced manner to best preserve its intent, and without bias against the drafter.
8. **Authority to Sign.** The person signing this Agreement on behalf of the Client (the Principal Signer) represents that he or she is the head of the agency or is otherwise duly authorized to sign this Agreement and to bind the Client.

Principal Signer By signing below, I represent that the persons(s) listed in Exhibit A and on any attached sheets is/are authorized to handle CPS HR Test Materials on Clients behalf. I affirm that I will handle all CPS HR Test Materials in accordance with the terms of the CPS HR Test Rental Agreement then in effect, and that I will ensure all individuals handling and/or administering tests are properly trained.

**Cooperative Personnel Services dba
CPS HR Consulting,
A California Joint Powers Authority**

By: _____
Authorized Signature

Name: Amy Bigone

Title: Test Rental Program Manager

Date: _____

Client

By: _____
Authorized Signature (Head of Agency)

Name: Patrice Hildreth

Title: Deputy City Manager

Email: phildreth@ci.porterville.ca.us

Date: 6/9/20

Client Initials PH

Exhibit A

Authorized Representative(s) *(use an additional page if needed)* By signing as an Authorized Representative, I affirm that I will handle all CPS HR Test Materials in accordance with the terms of the CPS HR Test Rental Agreement then in effect.

Name, Title Shauna Biagio, Human Resources Aide	Signature
E-mail Address sbiagio@ci.porterville.ca.us	Phone Number (559)782-7465

Name, Title Yuriko Velarde, HR Clerical Assistant III	Signature
E-mail Address yvelarde@ci.porterville.ca.us	Phone Number (559)306-1211

Name, Title Yuliana Andrade, Human Resources Analyst	Signature
E-mail Address yandrade@ci.porterville.ca.us	Phone Number (559)782-7444

Name, Title Sarai Vargas, HR Clerical Assistant I	Signature
E-mail Address svargas@ci.porterville.ca.us	Phone Number (559)782-7441

Name, Title	Signature
E-mail Address	Phone Number

Name, Title	Signature
E-mail Address	Phone Number

II. Billing Contact

Contact Name and Title Shauna Biagio, Human Resources Aide		
Agency City of Porterville		
Street Address, City, State, Zip 291 North Main Street, Porterville, CA 93257		
E-Mail sbiagio@ci.porterville.ca.us	Phone Number (559)782-7465	Fax Number (559)782-7452

III. Physical Address

Agency / Department Name City of Porterville - Administrative Services Department
Street Address, City, State, Zip 291 North Main Street, Porterville, CA 93257

Exhibit B
CPS HR Test Rental Division Rates
Effective January 2020 - Subject to Change

	STOCK TESTS*	SEMI-STOCK TESTS	CUSTOM TESTS	AGENCY TESTS
Base Fee (per order) ‡	\$295.00	\$595.00	\$995.00	\$350.00
1-100 Candidates (per candidate)	\$9.00	\$14.00	\$15.00	\$10.00
101-500 Candidates (per candidate)	\$8.50	\$13.00	\$14.00	\$9.50
501+ Candidates (per candidate)	\$8.00	\$12.00	\$13.00	\$9.00
New Item Writing/Entry	N/A	N/A	\$35 per item	N/A
Pick Up/Handling	5%	5%	5%	5%
Standard Shipping/Handling **	10%	10%	10%	10%
Expedited Shipping/Handling **	15%	15%	15%	15%
Shipping outside contiguous U.S.	20%	20%	20%	20%

Entry-Level Law, Entry-Level Fire and Entry-Level Clerical	
Candidate Materials (available online through Candidate Resource Center)	
Online Preparation Manuals	Online Practice Test
\$3.00 if purchased by client \$5.00 if purchased by candidate	\$10.00 if purchased by client \$15.00 if purchased by candidate

*CPS HR will apply a credit of \$35.00 for each **UNOPENED package of Stock Exams** of test booklets on the current or future **STOCK test order** (see additional terms listed on F.6.).

**Standard shipping applies to orders placed at least 10 business days prior to test date. Expedited shipping applies to orders placed less than 10 business days prior to test date.

‡ Base fee includes the following at no additional charge: Proctor's Manual, Scoring Manual, CPS HR Scoring, CPS HR answer sheets and a scoring report.

Online Testing Option for Written Exams*				
	Stock Tests	Semi-Stock Tests	Agency Tests	Custom Tests
Administrative Set Up Fee (per order)	\$95.00	\$95.00	\$95.00	\$95.00
One Time Exam Set Up Fee	N/A	\$595.00	\$350.00	\$995.00
Per Candidate Fee	\$15.00	\$15.00	\$15.00	\$15.00
Title Change (optional)	\$25.00	N/A	N/A	N/A
Additional Supplement (optional)	\$50.00	N/A	N/A	N/A

* The one time set-up fee will be applied for the first online administration of a semi-stock, agency or custom test.

* All exams must be administered in a proctored environment

Exhibit C
CPS HR Special Services
Effective January 2020 - Subject to Change

REMOTE PROCTOR SERVICES		
	Agency Price	Candidate Price
Administrative Set Up Fee (per order)		\$75.00
1 hour test (per candidate)	\$22.50	\$25.50
1 – 2 hour test (per candidate)	\$30.00	\$33.00
2 – 3 hour test (per candidate)	\$38.75	\$41.75
Over 3 hour test (per candidate)	\$47.50	\$50.50
Take it Now Premium Scheduling (Additional Fee as applicable per candidate)	\$12.00	\$12.00
Take It Soon Premium Scheduling (Additional Fee as applicable per candidate)	\$8.00	\$8.00

SPECIAL SERVICES	
Stock Supplements	\$ 2.00 per book when ordered with a Stock test
Writing Proficiency Exam	\$ 350.00 Base Fee + \$ 15.00 per candidate (Professional Scoring included)
Structured Interview Packages	\$595.00 Base Fee + \$15.00 per candidate
Spanish Language Proficiency Oral Exam	\$295.00 Base Fee + \$120 per candidate (Professional Scoring Included)
Re-Scoring/Hand-Scoring of Answer Sheet	\$ 30.00 (Requested directly by Agency)
Scoring Keys	\$10.00 per Overlay, Key Sheet provided at no additional cost
Non-specified special Services	CALL FOR DETAILS - Billed at the following rates Consultant Time \$130 an hour Technician Time \$ 75 an hour

Exhibit D

CPS HR On-line Skills Test Pricing Schedule Effective January 2020 - Subject to Change

ONLINE SKILLS TEST			
	Single-Subject Test	Two-Subject Test	Each Additional Subject
1 - 25 Candidates (per candidate)	\$20.00	\$30.00	\$6.00
26 - 100 Candidates (per candidate)	\$18.00	\$27.00	\$6.00
101 - 250 Candidates (per candidate)	\$17.00	\$25.50	\$6.00
251 - 1,000 Candidates (per candidate)	\$15.00	\$22.50	\$6.00
1,001+ Candidates (per candidate)	\$12.00	\$18.00	\$6.00

SOFTWARE SKILLS		
Access	Excel	Word
Expert	Expert	Expert
Advanced	Advanced	Advanced
Intermediate	Intermediate	Intermediate
Beginner	Beginner	Beginner
Standard*	Standard*	Standard*
	Excel Simulation**	Word Simulation**
PowerPoint	Outlook	Windows
Expert	Expert	Windows 8
Advanced	Advanced	Windows 7
Intermediate	Intermediate	Windows Vista
Beginner	Beginner	
Standard*	Standard*	
PowerPoint Simulation**	Outlook Simulation**	

*Standard exam contains items from Advanced, Intermediate and Beginner

** Simulation exam contains items from Expert, Advanced, Intermediate and Beginner

Other Exams		
Basic Computer Knowledge for Windows	SharePoint	Regular Typing Skills
Excel Functions	Email Etiquette	Internet Explorer 8 or 10
Publisher	Web Search Skills	

Contact us for a full list of available exams

Exhibit E

CPS HR On-line Personality Test Pricing Schedule Effective January 2020 - Subject to Change

PERSONALITY TEST	
Report Option	Price Per Candidate
General Employability Report (if used with stock exam)	\$7.50
General Employability Report (if used without a stock exam)	\$10
Advantage Report	\$15
Express Report	\$50
Potential Report	\$150
Challenge Report	\$150
Values Report	\$150
Leader Basis	\$200
Leadership Forecast (includes Potential, Challenge and Values reports)	\$400
Coaching Report	<i>Free with order of Leadership Forecast Report</i>

Test Rental Contact Information:

CPS HR Consulting
Attn: Test Rental Division
2450 Del Paso Rd., Ste. 160, Sacramento CA 95834

Telephone: 916.263.1800 / Toll Free 866.867.5272
Fax: 916.921.6240 / E-mail: testrental@cpshr.us



CITY COUNCIL AGENDA – JUNE 16, 2020

SUBJECT: Status and Review of Local Emergency: Drought

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 June 2, 2020, 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 and abandonment of private wells. City staff has recently been made aware that there may be a couple of additional residences whose wells are dry that are located along existing City water mains or may require further extension of water mains. Staff is coordinating with State staff on addressing these new isolated 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. At its meeting on April 21, 2020, the Council conducted a Public Hearing and approved Resolutions of approval of the environmental determination and amendment to the UDB to facilitate annexation.

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

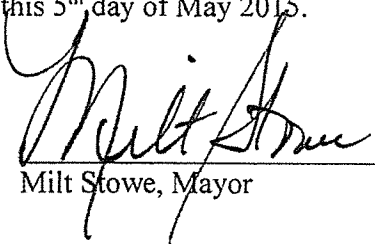
WHEREAS: the long-term ramifications of the current drought will have a significant impact on the city of Porterville and potentially pose a danger to the health and welfare of its residents; and

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

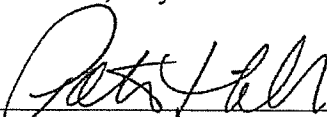
BE IT FURTHER RESOLVED: that the City Council of the City of Porterville requests the Governor and California Department of Water Resources make available California Disaster Assistance Act funding for the State of Local Emergency proclaimed on May 5, 2015, and seek all available forms of Federal assistance, 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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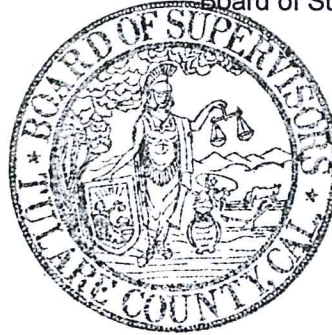
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THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

COUNTY OF TULARE

BY Mike Ennis
Mike Ennis Chairman,
Board of Supervisors



ATTEST: Michael C. Spata,
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By Danisa A. Ybana
Deputy Clerk

Approved as to Form
County Counsel

By M. Grice for LMT
Deputy 20151902

CITY OF PORTERVILLE

BY Milt Stowe
Milt Stowe, Mayor

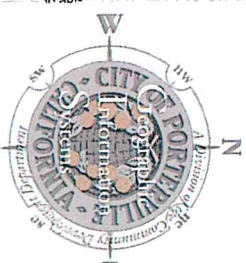
ATTEST:
City Clerk of the City of Porterville

BY J. L. Lolis
John Lolis, City Manager

Approved as to Form

BY [Signature]
City Attorney

EXHIBIT 'A'



East Porterville Project Boundary

Parcels Within Project Boundary Area (1,776)

CityLimits

UDB

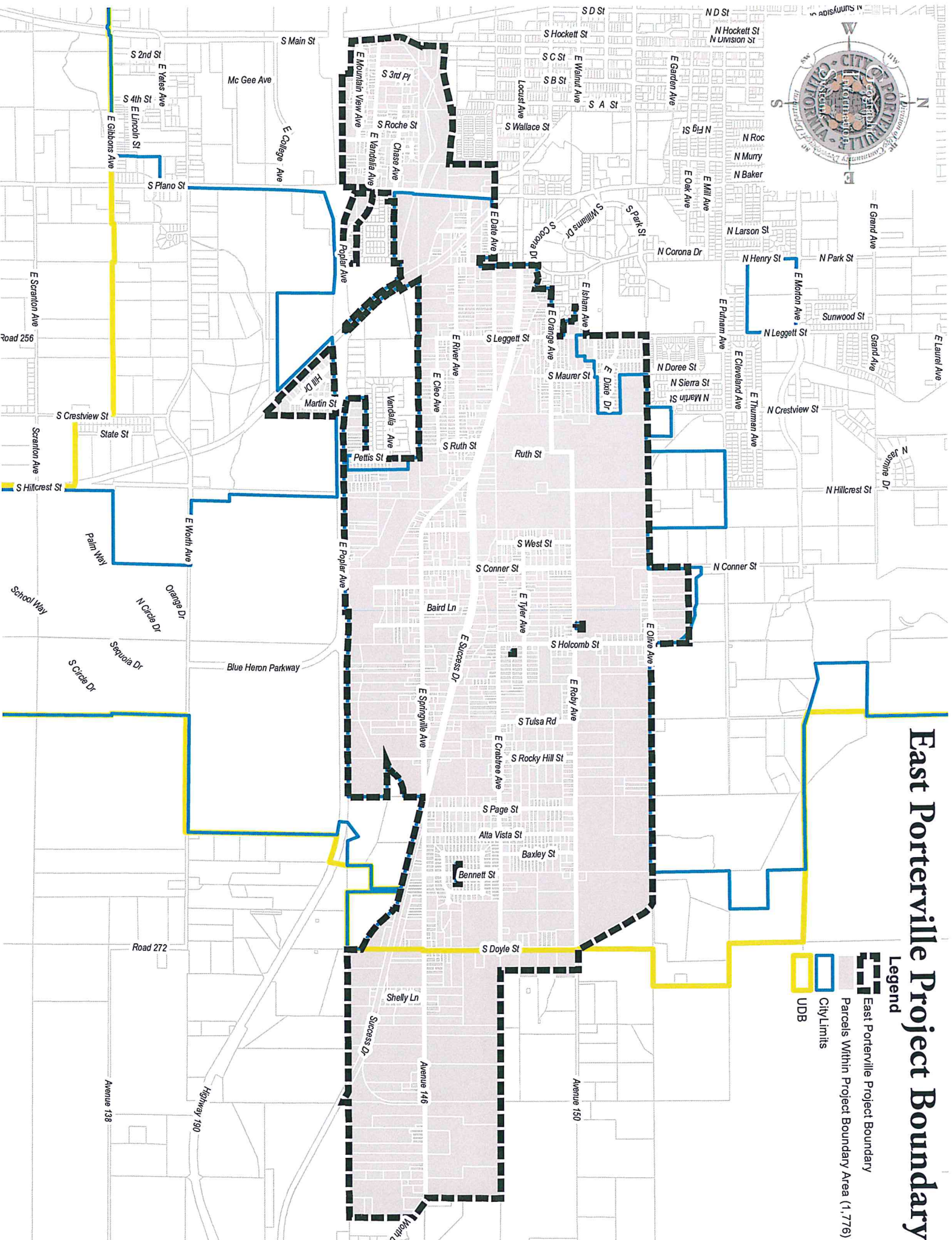


EXHIBIT 'B'

RESOLUTION NO. 74 -2014

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE DEFINING OBJECTIVES AND POLICIES FOR ANNEXATIONS AND MUNICIPAL SERVICES

WHEREAS: The City of Porterville established a policy concerning annexation and provision of municipal services in 1986, noting that “the City, in order to grow for reasons of economies of scale and quality of services must expand its boundaries within reason, generally encourages the owners of properties contiguous to the city of Porterville to annex to said City of Porterville”; and

WHEREAS: Since 1990, the population of the city of Porterville has increased 53% according to the California Department of Finance, and the land area of the city proper has increased by 38% according to City annexation records; and

WHEREAS: The City of Porterville accepts its responsibility to provide municipal services to those residents, businesses, and other land uses within the limits of the city. The City of Porterville has taken the position that the costs of all physical improvements within the city have been paid by property owners, and other taxes derived in the city, and, therefore, these same people should not be required to bear the expense of additional physical improvements needed to serve newly annexed areas.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Porterville does hereby define the following objectives related to annexations and municipal services:

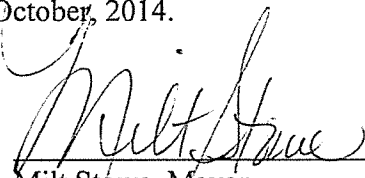
1. To promote orderly development while discouraging urban sprawl, preserving open space and prime agricultural lands, and efficiently extending government services.
2. To honor the City’s fundamental responsibility to provide efficient and sustainable public services to the inhabitants of the city, and where appropriate, to provide those services beyond the limits of the city within the Urban Development Boundary, and only in extreme cases to those properties beyond the Urban Development Boundary within the Urban Area Boundary.
3. To provide for land development and growth in a manner consistent with the General Plan, particularly as it relates to land use and circulation.
4. To consider an application upon its own merits, and identify what benefits would accrue to the City as an agency and service provider, to the residents of the city of Porterville, and to the applicant.
5. To identify the problems involved in any proposal considered for annexation or request for extra-territorial services and resolve them in the manner most beneficial to the properties within the city of Porterville.
6. To develop factual information to permit informed discussion between City representatives and property owners/residents of unincorporated territories.

BE IT FURTHER RESOLVED, that the City Council of the City of Porterville does hereby establish the following policies for consideration of annexations and municipal services:

1. It shall be the policy of the City of Porterville to consider annexation proposals only within the Urban Development Boundary, which is defined as the City of Porterville Annexation Boundary, as adopted by Tulare County Local Area Formation Commission (LAFCo).

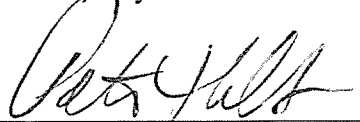
2. It shall be the policy of the City of Porterville to consider extra-territorial service requests primarily within the Urban Development Boundary, which is defined as the City of Porterville Annexation Boundary, as adopted by Tulare County LAFCo.
3. It shall be the policy of the City of Porterville, only where necessary in order to respond to an existing or impending threat to public health or safety of affected residents, to consider extra-territorial service requests within the Urban Area Boundary, as adopted by City Council and identified on the City of Porterville Zoning Map.
4. It shall be the policy of the City of Porterville to consider annexation proposals and extra-territorial service requests in a manner consistent with the policies and regulations adopted by the Tulare County LAFCo and the State of California, as applicable.
5. It shall be the policy of the City of Porterville to discourage single-family one (1) lot annexation proposals that may have an adverse fiscal impact on the City of Porterville.
6. It shall be the policy of the City Council that territory shall not be annexed to the city of Porterville, which as a result of such annexation, unincorporated territory is completely surrounded, or substantially surrounded by the city of Porterville.
7. It shall be the policy of the City of Porterville that annexation proposals shall be in conformance with the Cortese-Knox-Hertzberg Act of 2000, as amended.
8. It shall be the policy of the City Council to consider each petition/consent for annexation upon its relationship to what economic benefits will accrue to the City of Porterville, and to the area residents/property owners.
9. It shall be the policy of the City Council that the costs of all physical improvements will be borne by the property owners/resident or developer.
10. It shall be the policy of the City of Porterville to maintain the viability of agricultural productivity; i.e. protecting and conserving as much agricultural land as possible in the area surrounding the Porterville community.
11. It shall be the policy of the City of Porterville that the applicant for annexation present proposals to the Project Review Committee and explain the particulars of the area under consideration for possible annexation, including a plan for services.
12. It shall be the policy of the City of Porterville to consider any requests for annexation or extra-territorial services in a manner consistent with the procedures adopted by resolution of the City Council.

PASSED, APPROVED AND ADOPTED this 21st day of October, 2014.


Milt Stowe, Mayor

ATTEST:

John D. Lollis, City Clerk

By: 
Patrice Hildreth, Chief Deputy City Clerk

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

I, JOHN D. LOLLIS, the duly appointed City Clerk of the City of Porterville do hereby certify and declare that the foregoing is a full, true and correct copy of the resolution passed and adopted by the Council of the City of Porterville at regular meeting of the Porterville City Council duly called and held on the 21st day of October, 2014.

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

Council:	REYES	WARD	STOWE	HAMILTON	GURROLA
AYES:	X		X	X	X
NOES:		X			
ABSTAIN:					
ABSENT:					

JOHN D. LOLLIS, City Clerk


By: Luisa M. Zavala, Deputy City Clerk

RESOLUTION 19-2016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
ESTABLISHING PROCEDURES FOR ANNEXATIONS AND EXTENSION OF
MUNICIPAL SERVICES

WHEREAS: On October 21, 2014, the City Council of the City of Porterville adopted two resolutions that defined objectives and policies, and established procedures for annexations and municipal services, respectively; and

WHEREAS: The on-going, severe drought of the past few years has created a situation where hundreds of parcels in the East Porterville area are experiencing dry wells, or wells of substandard water quality. State and regional agencies have come together with the City to identify and develop a long-term solution to this crisis, which will involve a significant infrastructure project to allow extension of municipal water services to the area. Not all parcels within the subject area meet the mandatory findings for extra-territorial service agreements as identified in the City's current procedures.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Porterville does hereby amend existing procedures to submit application for municipal services, and to have said application(s) processed as outlined in Exhibit "A", attached. The exemption identified for the East Porterville Feasibility Study Project Area will apply to the area represented in Exhibit "B".

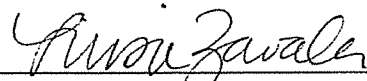
PASSED, APPROVED AND ADOPTED this 19th day of April, 2016.



Milt Stowe, Mayor

ATTEST:

John D. Lollis, City Clerk

BY 

Luisa Zavala, Deputy City Clerk

All properties requesting annexation or extraterritorial services are subject to the procedures established below unless otherwise stated. Compliance with City of Porterville procedures does not guarantee approval by LAFCo of annexations or extra-territorial service agreements. Upon request for an annexation or extraterritorial services request, staff will evaluate whether the applicant's property is within the City's Urban Development Boundary or Urban Area Boundary and explain the process.

ANNEXATION APPLICATION PROCEDURE

1. A complete annexation application packet includes: fees, an Irrevocable Agreement to Annex, information as needed to define a deed restriction specific to land use and zoning, Application for Annexation, and other materials as required with those applications respectively.
2. On receipt of an application as outlined above, all materials will be considered by the Project Review Committee, who will coordinate in a pre-consultation process with LAFCO staff and the County Public Works Department for review and recommendation.
3. During review by the Project Review Committee of the necessary application and data, staff will prepare a report and findings on all aspects of the proposed action(s).
4. An environmental document will be prepared pursuant to the California Environmental Quality Act (CEQA), reviewing the potential environmental effect of the proposed activities. The Zoning Administrator will make an initial determination of the level of environmental review required.
5. After proper noticing, a public hearing will be held for the City Council to hear comments related to the project at a regularly scheduled meeting. The Council will authorize staff to initiate the application with LAFCo. Documents will be filed in accordance with the Cortese-Knox-Hertzberg Act of 2000, as amended, and submitted to the Local Agency Formation Commission for its review, recommendation and action.
6. On consummation by the City Council, the City Clerk shall submit the necessary materials to the State Board of Equalization with the appropriate acreage fees, which are paid by the Applicant.
7. In the event the annexation fails, either by dissenting votes of the City Council or at hearing at LAFCo, the City Council may approve an extraterritorial service agreement within the Urban Development Boundary, subject to conditions identified in the deed restriction.

ANNEXATION EXEMPTION PROCEDURE

Where a certain property meets all of the following criteria, they may proceed with an Extraterritorial Service Agreement for water or storm-water drainage without first attempting annexation, subject to the conditions of Extraterritorial Service Agreements as defined below.

1. Previously developed single family residences on parcels 24,999 square feet or smaller, OR a school developed by a State funded school district.
2. The parcel requesting services must be immediately adjacent to a municipal main providing the requested service, or the property owner shall provide for the extension of the main line to City standards at their expense.

EXTRATERRITORIAL SERVICES APPLICATION PROCEDURE

Extraterritorial Service connections may be made subject to the following conditions. Note specific parameters and the required findings for connections in the Urban Development Boundary and the Urban Area Boundary.

1. Application: A complete extraterritorial services application packet includes: fees, an Irrevocable Agreement to Annex, information as needed to define a deed restriction specific to land use and zoning, and other materials as required with those applications respectively.
2. General Plan Consistency:
 - a. Proposed Uses and Improvements: Service connections are to be withheld from proposed uses and improvements that would not be consistent with the adopted Land Use Element of the Porterville Area General Plan and the City of Porterville General Plan.
 - b. Existing Uses and Improvements: Service connections to existing uses and improvements which are not consistent with the adopted Land Use Element of the Porterville Area General Plan and the City of Porterville General Plan shall be considered at the discretion of the City Council, and may be subject to other restrictions.
3. Agreements and covenants:
 - a. A deed restriction specific to land use and zoning must be approved by the property owner and the City Council, and recorded with the County of Tulare upon the property, at the applicant's cost.
 - b. An irrevocable agreement to annex must be signed by the property owner and recorded with the County of Tulare upon the property, at the applicant's cost.
4. Time limitations: The City Manager or his designee, or the City Council may condition the approval of applications for service connections by establishing a time frame within which connections must be made to avoid re-application.
5. Improvement Plans: Applications for service connections, which necessitate the extension of one or more municipal facilities to property in order to make such connections, shall be conditioned by the City Manager or his designee, or the City Council to require that Construction Drawings of the intended public improvements be submitted to the City Engineer for plan check and approval. Costs incurred for the preparation of improvement plans, and certain off-site construction and/or installation costs related to extending facilities, shall be the responsibility of the applicant.
6. Fees: Prior to the issuance of a Connection Permit, payment must be made to the City of Porterville of all fees pertinent to the respective service connection, or connections, approved by the City Manager or his designee, or the City Council.

Within the Urban Development Boundary:

For connection of water or storm-water facilities, the requesting party must fully fund the extension of infrastructure if it does not already exist in order to connect. The City of Porterville Wastewater Facility is a regional facility and as such, an extraterritorial service request cannot be denied; however, the requesting party must fund a fair share of the extension of infrastructure if it does not already exist in order to connect. Contract services for police, fire, or building inspection services shall be approved by resolution of the City Council.

For connection of water or storm-water facilities, the following findings must be made in order for the Council approve an extraterritorial service connection:

- That the subject property is a previously developed single family residence on a parcel 24,999 square feet or smaller, OR a school developed by a State funded school district.
- That failure to connect to municipal services would result in a threat to public health or safety of affected residents.
- That connection of the subject property would not result in a negative impact to the City of Porterville water and/or storm-water system.
- That the subject property is not within an island as defined by Tulare LAFCo.
- That an attempt to annex the subject site is not realistic given current city limit boundaries. Specifically, the parcel is too far removed from the city limit, and/or the number and valuation of adjacent parcels would result in a failed annexation effort.

Within the Urban Area Boundary:

For connection of water or storm-water facilities, the requesting party must fully fund the extension of infrastructure if it does not already exist in order to connect. The City of Porterville Wastewater Facility is a regional facility and as such, an extraterritorial service request cannot be denied; however, the requesting party must fund a fair share of the extension of infrastructure if it does not already exist in order to connect. Contract services for police, fire, or building inspection services shall be approved by resolution of the City Council.

For connection of water or storm-water facilities, the following findings must be made in order for the Council approve an extraterritorial service connection:

- That the subject property is a previously developed single family residence on a parcel 24,999 square feet or smaller, OR a school developed by a State funded school district.
- That failure to connect to municipal services would result in a threat to public health or safety of affected residents.
- That connection of the subject property would not result in a negative impact to the City of Porterville water and/or storm-water system.

EXEMPTIONS AND EXCEPTIONS

1. PVPUD: Connections to Porterville Regional Sewage Treatment Facilities serving uses and improvements to property within the boundaries and jurisdiction of the Porter Vista Public Utility District (PVPUD) are exempted from application to the City of Porterville. Interested parties should contact the PVPUD for information on connection requirements and fees pertaining

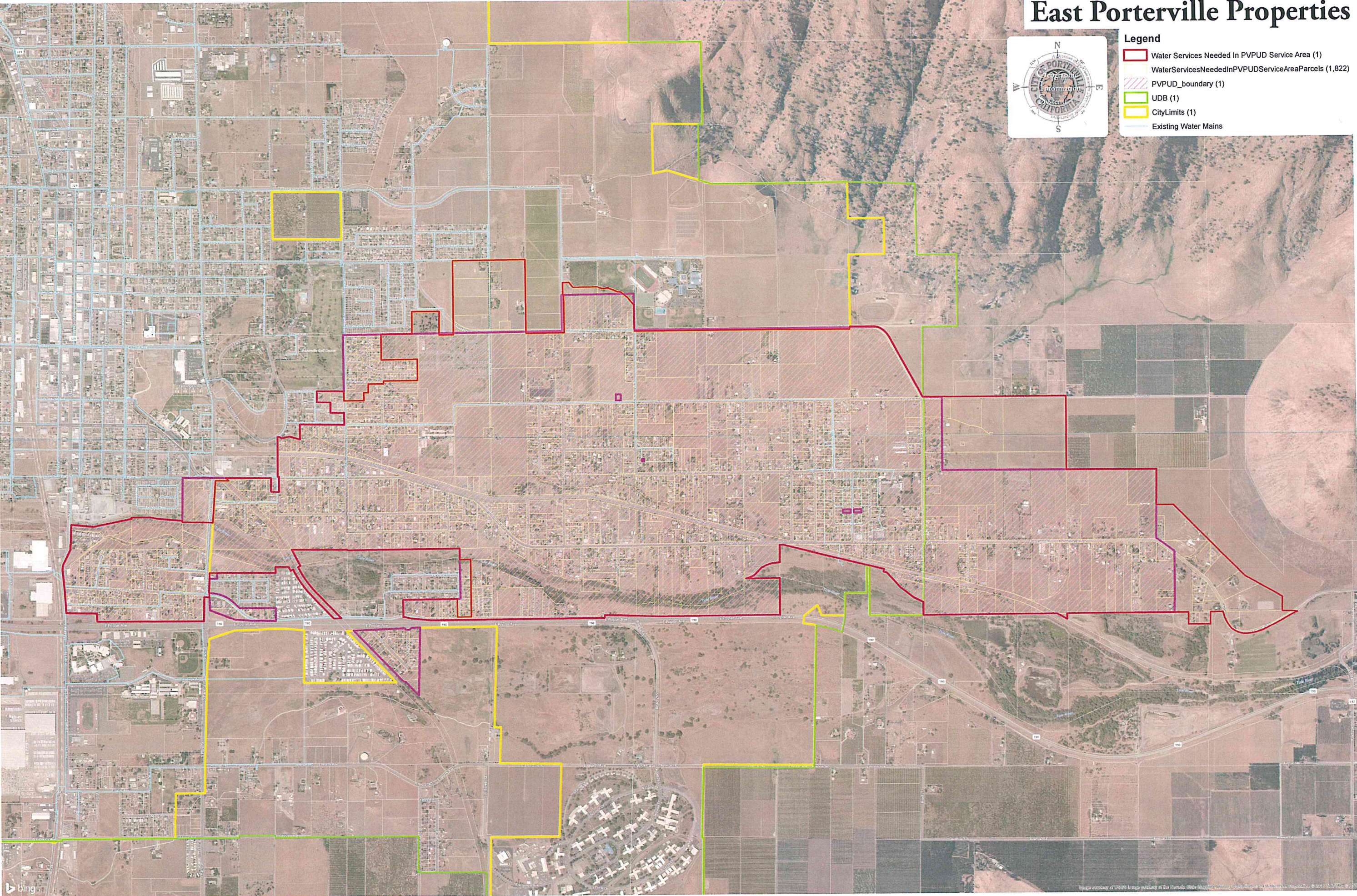
to sewer services. This exemption does not apply to requests for connection to Municipal Water and/or Master Storm Drain Facilities.

2. PRIOR APPROVALS: Porterville City Council approval of requests for connection to Regional Sewage Treatment, Municipal Water and/or Master Storm Drain Facilities as authorized prior to the adoption and effective date of the respective policies set forth herein shall remain valid and in force according to the terms and conditions initially specified at the time of approval, and re-application will not be required.

3. PROPERTIES WITHIN THE EAST PORTERVILLE FEASIBILITY STUDY PROJECT AREA: The California State Water Resources Control Board, in coordination with the Department of Water Resources Drought Task Force, is charged with preparing a feasibility study to define a long-term solution to the water related issues in East Porterville. Properties within that boundary would be permitted to apply for connection, whether in association with DWR, SWRCB, or at a later date, on their own. Such connections would be subject to the mandatory findings as outlined in this procedure, with the following exceptions:

- Rather than require that the subject property be a developed single-family residence on a parcel 24,999 square feet or smaller, neither the land use nor the parcel size would be restricted neither the land use nor the parcel size would be restricted for legal and legal non-conforming structures and land uses existing as of April 29, 2016.
- Further, properties within certain islands in the EPFS Project Area would not be required to annex prior to connection. This exception does not limit the City of Porterville's authority to pursue annexation in the future, but rather waives the requirement that annexation must be approved prior to connection.

East Porterville Properties



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

I, JOHN D. LOLLIS, the duly appointed City Clerk of the City of Porterville do hereby certify and declare that the foregoing is a full, true and correct copy of the resolution passed and adopted by the Council of the City of Porterville at regular meeting of the Porterville City Council duly called and held on the 19th day of April, 2016.

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

Council:	REYES	WARD	STOWE	HAMILTON	GURROLA
AYES:	X	X	X	X	
NOES:					
ABSTAIN:					
ABSENT:					X

JOHN D. LOLLIS, City Clerk

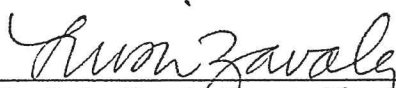

By: Luisa Zavala, Deputy City Clerk

EXHIBIT 'C'



EXHIBIT 'D'

Scope of Work

Task	Description	Cost
1.2	Prepare Well Drilling Plans, Specifications, and Estimates	\$468.00
3.2	Prepare Well Equipping Plans, Specifications, and Estimates	\$1,526.00
5	Ph. 1 Preconstruction Meeting	\$1,357.43
Total:		\$3,351.43

Consulting Engineering work will be reimbursed directly to Dee Jaspar & Associates under Tulare County Agreement No. 1276, including the following Tasks:

Task 4.1	Project Evaluations and Field Surveying	\$58,326.00
Task 4.2	Prepare Well Equipping Plans, Specifications, and Estimates	\$30,000.00
Task 4.3	Prepare and Assist with SCE Application & Telephone Service	\$5,000.00
Task 4.4	SCE Costs	\$15,000.00
Total:		\$108,326.00

Discussion Draft

Subject to Additional Review and Modification by the Parties

Porterville MOU
Draft 2
June 15, 2016
PortervilleEmergencyMOU061516



Memorandum of Understanding (MOU)

Regarding the Provisions of Emergency Water Supplies to East Porterville

by the California Department of Water Resources (DWR), California Office of Emergency

Service (OES), the State Water Resources Control Board (SWRCB),

the County of Tulare (County), and City of Porterville (Porterville),

which are collectively known as the “Parties”

Recitals

Whereas, some residents living in an unincorporated area of Tulare County, commonly known as “East Porterville,” have experienced loss of adequate water supply to their homes and properties as a result of severe drought conditions, which has caused significant hardship for the residents;

Whereas, Governor Edmund G. Brown Junior has directed all State agencies to assist these residents who are in need of water supplies with emergency and long-term assistance;

Whereas, Governor Edmund G. Brown Junior signed Assembly Bill 685 in 2012, adding Water Code section 106.3, which recognizes that every human being has the right to safe, clean, affordable, and accessible water adequate for human consumption, cooking, and sanitary purposes, and which requires all relevant state agencies to consider this right when revising, adopting, or establishing pertinent policies, regulations, and grant criteria;

Whereas, the Parties have provided emergency water supplies to some residents of East Porterville that are without an adequate household water supply;

Whereas, the Parties to this MOU seek an emergency and long-term solution to the lack of adequate household water supply by developing and providing continuous water supplies to these residents;

Whereas, East Porterville is located east and adjacent to Porterville, which has an existing municipal water system that serves residents within the incorporated area of Porterville;

Whereas, some of the residents of East Porterville without an adequate household water supply could be connected to Porterville's municipal water system provided certain arrangements and projects are carried out by the Parties;

Whereas, Vandalia is a neighborhood located within Porterville, and some Vandalia residents lack adequate household water supply and these households could be connected to Porterville's municipal water system;

Whereas, the Parties have met and have discussed alternative plans and projects that would provide an emergency water supply from Porterville to some residents of East Porterville and Vandalia in an expeditious manner;

Whereas, to advance these projects, DWR has provided funding, as reflected in the agreement between DWR and Tulare attached as Exhibit 1, for a municipal well designated as "Well C1" located in Tulare County that ultimately could be used to supply water to these residents of East Porterville;

Whereas, the SWRCB has also provided funding for Well C1, as reflected in the agreement between the SWRCB and the County attached as Exhibit 2;

Whereas, the County and Porterville intend to execute an agreement, a draft of which is attached as Exhibit 3, that will connect Well C1 to Porterville's municipal water system and that will provide for an adequate household water supply for some residents of East Porterville; and

Whereas, the Parties have reached an understanding on how best to implement the project alternative that will provide an adequate household water supply to some residents of East Porterville and Vandalia, and alleviate the hardships in an expeditious, cost-effective manner.

Understanding

A. Description of Emergency Project and Long-Term Plan

1. The purpose of this MOU is to set forth in writing the intentions of the Parties of how best to move forward with plans to complete an emergency water supply project (Project) to some residents in the East Porterville and Vandalia areas, which are represented in Exhibit 4. (Map showing East Porterville and Porterville). The goal of the Project is to provide an adequate household water supply to some of the residents and properties in these areas that do not have one presently, and to end the need of the Parties to provide temporary water supplies to those residents through tanks and bottles.

2. The Parties intend to develop the Project in two phases. Phase 1 will make municipal water connections to the properties in East Porterville that have dry wells and are adjacent to Porterville's existing municipal water distribution system. It is estimated that this phase will serve 40 properties with dry wells that are currently receiving temporary household water supplies.

3. The Parties intend that Phase 2 of the Project will provide municipal water supply to approximately 500 properties in East Porterville and in Vandalia that have dry wells or otherwise lack an adequate source of water and have not been connected by Phase 1. In order to complete Phase 2, the residents of these properties will likewise need to connect to Porterville's municipal water system.

4. As soon as possible, Porterville and DWR will undertake Phase 1 of the Project and connect the properties in East Porterville that are adjacent to Porterville's existing municipal water distribution system. These connections will be accomplished as described in Water Installation Diagram attached as Exhibit 5 and based on the cost estimate, which is attached as Exhibit 6. In order to make these connections, a property owner desiring to receive public water supply will need to execute the Extraterritorial Service Agreement, a sample of which is attached as Exhibit 7, and the SWRCB's Water Connection Agreement, a sample of which is attached as Exhibit 8. Necessary signatures and agreements with property owners will be sought through SWRCB's outreach carried out with the assistance of all Parties to this MOU.

5. The Parties intend that Well C1 will be used to provide the emergency water supply in Phase 2 to about 500 properties without adequate household water supplies. The Parties presently understand that there are about 423 properties in East Porterville and approximately 80 properties in Vandalia where connections may be needed to provide emergency water supplies.

6. The Parties have created a Technical Workgroup consisting of engineers and planners, which work cooperatively on the technical issues described in this MOU. Based on recommendations of the Technical Workgroup, the Parties intend to provide the emergency water supply contemplated by this MOU.

7. The Parties intend to develop a Long-Term Water System Plan (Long-Term Plan) for the East Porterville area, which will serve other residents in the area besides those served by the Project. The Parties intend that the Project will be designed consistent with the Long-Term Plan to ensure that all water facilities constructed as part of the Project will be incorporated into the facilities ultimately developed through the Long-Term Plan. The first work product produced by the Technical Workgroup will be a Feasibility Study for the Long-Term Plan. The outline of the Feasibility Study is attached as Exhibit 9.

8. The Parties intend to use best efforts to complete both phases of the Project by December 31, 2016. The completion date of the Long-Term Plan is dependent on the completion of the Feasibility Study carried out by Technical Workgroup and on Porterville and/or the County applying for and securing sufficient funding from the SWRCB or from other sources. The Parties desire to complete the Long-Term Plan as expeditiously as possible.

B. Project Contributions of the Parties

9. Working in cooperation with the other Parties and the Technical Workgroup, DWR will prepare all environmental compliance for the Project, and design and construct the Project, both Phases 1 and 2. DWR will provide funding for Phases 1 and 2 of the Project through Emergency Drought Funding. DWR intends to serve as California Environmental Quality Act (CEQA) lead agency for the Long-Term Plan and will prepare any necessary CEQA documentation and any other necessary environmental review documents, unless the Feasibility Study recommends another lead agency.

10. SWRCB will provide the community outreach to assist in obtaining necessary property owner acceptance before proceeding with Project. SWRCB will also work with Porterville and/or County to secure funding of the Long-Term Plan. SWRCB will provide certain reviews and approvals for the permitting of the Project and the Long-Term Plan.

11. OES will coordinate all of the State's efforts under the Governor's Drought Task Force in the Project area and will be provided at no cost by Porterville up to 3,000,000 gallons of emergency water per month as needed as a result of this MOU and the agreement that Porterville and the County are in the process of considering for execution, a draft of which is attached as Exhibit 3, with regard to the Well C1.

12. Porterville will provide the needed water service to the residents of East Porterville without an adequate household water supply after they are connected to Porterville's municipal water system as described in the Project. The water service will be accomplished per the Extraterritorial Service Agreement, which requires that property owners served pay the monthly water bill. DWR is funding the residents' connection to the Project, and as a result, some of the normal connection fees will be waived provided that connection is made during Phase 1 or Phase 2. Porterville will install the water meters for each connection, which will be paid for by DWR.

13. The County intends to execute an agreement with Porterville that is consistent with this MOU and Exhibit 3, which will allow Well C1 to serve as a water supply for the Project. The County will inspect the work of the Project and the property connections at no cost to the residents.

14. The Parties to the MOU will cause the removal of all temporary water tanks from the properties upon completion of the Project and the appurtenances necessary for the receipt of municipal water service. The work for removing the water tanks will be carried out by the County under an agreement between the County and OES.

C. General Provisions

15. The Parties intend to use their best efforts to carry out this MOU. This MOU is not a binding agreement, and is not intended to create contractual rights and remedies among the Parties. However, the Parties have entered into and intend to enter into certain binding agreements in the future necessary to develop and complete the Project and the Long-Term Plan.

16. This MOU will become effective upon the signature of the all Parties. The MOU will terminate on December 31, 2016, unless extended by all of the Parties in writing.

[Signatures on following page]

This MOU has been executed by:

California Department of Water Resources

State Water Resources Control Board

California Office of Emergency Services

County of Tulare

City of Porterville

List of Exhibits

1. DWR and Tulare County Executed Well C1 Agreement
2. SWRCB and County Executed Well C1 Agreement (Water Board Grant #D-15-11-902)
3. ~~County and~~County and Porterville Draft Well Agreement
4. Map of East Porterville
5. Household Water Service Installation Diagram
6. Household Water Service Cost Estimate
7. Sample Extraterritorial Service Agreement
8. Sample SWRCB Water Connection Agreement
9. Draft Emergency Project Feasibility Study



Amendment No. 1

To the East Porterville Water Supply Project

Memorandum of Understanding (MOU)

Regarding the Provisions of Emergency Water Supplies to East Porterville
by the California Department of Water Resources (DWR), California Office of
Emergency Service (OES), the State Water Resources Control Board (SWRCB),
the County of Tulare (County), and City of Porterville (Porterville),
which are collectively known as the "Parties"

This Amendment No.1 to the MOU is made this 7th day of November, 2016. As described below, this Amendment No.1 recognizes the MOU is still in effect, modifies certain sections of this MOU, and adds new sections to the MOU.

Recitals

Whereas, some residents living in an unincorporated area of Tulare County, commonly known as "East Porterville," have experienced loss of adequate water supply to their homes and properties as a result of severe drought conditions, which has caused significant hardship for the residents;

Whereas, Governor Edmund G. Brown Junior has directed all State agencies to assist these residents who are in need of water supplies with emergency and long-term assistance;

Whereas, the Parties to this MOU seek an emergency and long-term solution to the lack of adequate household water supply by developing and providing continuous water supplies to these residents;

Whereas, to advance these projects, DWR and the SWRCB have provided funding, as reflected in Exhibits 1 and 2, for a municipal well designated as "Well C1" located in Tulare County that ultimately could be used to supply water to these residents of East Porterville;

Whereas, the Parties have reached an understanding on how best to implement the project alternative that will provide an adequate household water supply to some residents of East Porterville and Vandalia, and alleviate the hardships in an expeditious, cost-effective manner:

Whereas, the purpose of this amendment is to clarify some sections of the MOU and to add several new sections.

NOW THEREFORE, IT IS MUTUALLY AGREED that the following changes are hereby made to the MOU:

1. Section A (2) is amended to read as follows:

The Parties intend to develop the Project in two phases. Phase 1 will make municipal water connections to the properties in East Porterville and Vandalia that have dry wells and/or water tanks. It is estimated that this phase will serve approximately 300 properties.

2. Section A (3) is amended to read as follows:

The Parties intend that Phase 2 of the Project will provide municipal water supply to approximately 800 properties in East Porterville by connecting them to the City of Porterville's water system. The total number of homes eligible for this Project is approximately 1,100.

3. Section A (5) is amended to read as follows:

The Parties intend that Well C1 will be used to provide the initial water supply. The Parties acknowledge the delay in Well C1 completion. To mitigate the effects of this on the residents of East Porterville, the City of Porterville will allow connections of homes as they become prepared for connection. These early connections will be beyond the initial 70 connections (previously 40 connections) agreed to, given the availability of capacity during the winter months. However, these additional connections to the City's water system will cease on March 1, 2017, if Well C1's connection to the City's water system is not completed by then.

4. Sections A (7) b-f shall be added and made part of this MOU:

7 (a). The Parties intend to develop a Long-Term Water System Plan (Long-Term Plan) for the East Porterville area, which will serve other residents in the area besides those served by the Project. The Parties intend that the Project will be designed consistent with the Long-Term Plan to ensure that all water facilities constructed as part of the Project will be incorporated into the facilities ultimately developed through the Long-Term Plan. The first work product produced by the Technical Workgroup will be a Feasibility Study for the Long-Term Plan. The outline of the Feasibility Study is attached as Exhibit 9.

(b). The East Porterville Water Supply Project Hydraulic Analysis Report ("Hydraulic Analysis Report," which is attached as Exhibit 10) determined that the water supply capacity required to serve all eligible residents of East Porterville is 1,435 gallons per minute (gpm). This capacity shall be based on the sustainable yield of the wells which is defined as 75 percent of the initial design capacity. Since Well C1 has a sustainable yield of 600 gpm, the Parties agree that the State will fund the construction and equipping of additional wells to provide the 835 gpm shortfall.

(c). Based on the Hydraulic Analysis, a 700,000 gallon water storage tank is required to serve the residents of East Porterville. However, based on Porterville's master plan recommendations, a 1.2 million-gallon storage tank is required for the City's buildout. The Parties therefore intend to construct a 1.2 million-gallon storage tank with cost sharing between the State and the City. The State will fund the cost of a 700,000 gallon tank required for the Project and the City of Porterville will fund the cost of the additional 500,000 gallons of storage required for the City's future use as contained in its master plan. The cost-sharing shall be proportional to the tank capacity being funded.

(d). The Parties intend to upgrade the existing Henderson-Plano Booster Pump Station and the Granite Hills Intertie which would facilitate water supply to the East Pressure Zone which serves East Porterville. The State will fund the construction of one booster pump rated at 2,100

gpm along with a variable frequency drive and the Granite Hills Intertie. The City will fund the replacement of its two existing pumps along with associated variable frequency drives as part of Phase 2 of the Project. These two pumps are more than 30-years old and their replacement will enable the City's water system to operate more efficiently and in a cost-saving manner.

(e). The Parties further agree that a booster pump station of capacity 1,670 gpm is required to convey water from the West Pressure Zone, where the new wells will be located, to the Central Pressure Zone for onward conveyance to East Porterville. The State will fund the construction of this booster pump station.

(f). Given that Well C1 has an estimated sustainable yield of 600 gpm, as well as a unit demand of 0.833 gpm per home connection based on the Hydraulic Analysis , Well C1 could effectively serve up to 720 households . The Parties agree that home connections for Phase 2 of the Project can begin as soon as Well C1 is connected to the City's water system, and the Henderson-Plano Booster Pump Station upgrade and the Granite Hills Intertie are completed. These home connections shall cease when the capacity of Well C1 is exceeded. Thereafter, additional home connections will be made after the construction of additional wells or if City staff determines that the water system can support additional home connections.

5. Section (C) 16 is amended to read as follows:

16. This MOU will become effective upon the signature of the all Parties. The MOU will terminate on June 30, 2018, unless extended by all Parties in writing.

6. The list of the Exhibits at the end of MOU is amended to read as follows:

1. DWR and Tulare County Executed Well C1 Agreement
2. SWRCB and County Executed Well C1 Agreement (Water Board Grant #D-15-11-902)
3. County and Porterville Draft Well Agreement
4. Map of East Porterville
5. Household Water Service Installation Diagram
6. Household Water Service Cost Estimate
7. Sample Extraterritorial Service Agreement
8. Sample SWRCB Water Connection Agreement
9. Draft Feasibility Study for the Long-Term Plan
10. East Porterville Water Supply Project Hydraulic Analysis Report

This MOU has been executed by:

California Department of Water Resources

State Water Resources Control Board

California Office of Emergency Services

City of Porterville

County of Tulare



EDMUND G. BROWN JR.
GOVERNOR

MATTHEW RODRIGUEZ
SECRETARY FOR
ENVIRONMENTAL PROTECTION

State Water Resources Control Board

NOV 29 2017

The Honorable Milt Stowe
Mayor of City of Porterville
291 North Main Street
Porterville, CA 93257

RECEIVED

DEC 04

CITY OF PORTERVILLE
CITY MANAGER

Dear Mayor Stowe:

The Department of Water Resources and the State Water Resources Control Board are requesting an increase to the number of household connections from 720 to 800 to the City of Porterville (City) water system, prior to the completion of the East Porterville Emergency Water Supply Project – Phase 2 (Project). The construction of all facilities is estimated to be completed by June 2019.

According to Section A(7)(f) of Amendment No. 1 to the Project's Memorandum of Understanding (MOU), the estimated sustainable yield of Well C1 is 600 gallons per minute (gpm) and therefore will serve up to 720 households. Our current projections show that approximately 800 households will need to be connected by the end of 2017.

Our current plans are to drill two additional wells which would add more than 835 gpm of sustainable yield to the City's water supply, pending land acquisition by the City. Further, our calculations indicate that Well C1 is currently capable of producing 800 gpm in the interim, which can support a total of 960 households in the short term. It is our hope that the City will complete acquisition of the properties needed to drill the two additional wells in a timely manner to ensure that the City's water supply does not become stressed.

We look forward to hearing favorably from you and thank you for your continued support in providing safe drinking water to the residents of East Porterville.

Sincerely,


James Maughan, Assistant Deputy Director
Division of Financial Assistance

cc: See next page

DEPARTMENT OF WATER RESOURCES

SOUTH CENTRAL REGION OFFICE
3374 EAST SHIELDS AVENUE, ROOM 3
FRESNO, CA 93726-6913



January 18, 2018

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

RECEIVED

JAN 22 2018

City of Porterville
Public Works Dept

Approval of Funding from Local Assistance Funds to the City of Porterville for the
County Areas Water Supply Project

Dear Mr. Reed:

Your request for funds to accomplish the city of Porterville's scope of work to connect drought-impacted households in seven Tulare County areas bounded by the city has been approved. The approved funding is not to exceed the amount of \$2,812,946.00. The term of the funding is from January 18, 2018, to December 31, 2019.

The purpose of this funding is for the city of Porterville to effectuate the connection of the drought-impacted homes in seven county areas to the city's water distribution system. The project comprises water main extensions, home connections, and well destructions. These homes have been identified as having private residential wells, and the homeowners have voluntarily elected to join the project. As part of their election to participate in the project, the homeowners have consented to having their groundwater wells destroyed.

A grant agreement is being developed and will be sent to you for approval. You are allowed to start incurring costs from January 18, 2018. No reimbursement will be issued until the contract agreement is executed.

If you have any questions or need additional information regarding the agreement, please contact Steve Doe by email at Steve.Doe@water.ca.gov or by phone at (559) 230-3348.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kevin Faulkenberry'.

Kevin Faulkenberry, Chief
South Central Region Office

Executive Department

State of California

EXECUTIVE ORDER B-40-17

WHEREAS California has endured a severe multi-year drought that has threatened the water supplies of communities and residents, devastated agricultural production in many areas, and harmed fish, animals and their environmental habitats; and

WHEREAS Californians responded to the drought by conserving water at unprecedented levels, reducing water use in communities by more than 22% between June 2015 and January 2017; and

WHEREAS the State Water Resources Control Board, the Department of Water Resources, the Department of Fish and Wildlife, the Office of Emergency Services, and many other state agencies worked cooperatively to manage and mitigate the effects of the drought on our communities, businesses, and the environment; and

WHEREAS the State provided 66,344,584 gallons of water to fill water tanks for communities suffering through drought-related water shortages, outages, or contamination, and provided emergency assistance to drill wells and connect communities to more robust water systems; and

WHEREAS the State took a number of important actions to preserve and protect fish and wildlife resources, including stream and species population monitoring, fish rescues and relocations, infrastructure improvements at trout and salmon hatcheries, and infrastructure to provide critical habitat for waterfowl and terrestrial animals; and

WHEREAS the State established a Statewide Water Efficiency and Enhancement Program for agricultural operations that provides financial assistance for the implementation of irrigation systems that save water; and

WHEREAS water content in California's mountain snowpack is 164 percent of the season average; and

WHEREAS Lake Oroville, the State Water Project's principal reservoir, is 101 percent of average, Lake Shasta, the federal Central Valley Project's largest reservoir, is at 110 percent of average, and the great majority of California's other major reservoirs are above normal storage levels; and

WHEREAS despite winter precipitation, the effects of the drought persist in areas of the Central Valley, including groundwater depletion and subsidence; and

WHEREAS our changing climate requires California to continue to adopt and adhere to permanent changes to use water more wisely and to prepare for more frequent and persistent periods of limited water supply; and

WHEREAS increasing long-term water conservation among Californians, improving water use efficiency within the State's communities and agricultural production, and strengthening local and regional drought planning are critical to California's resilience to drought and climate change.

NOW, THEREFORE, I, EDMUND G. BROWN JR., Governor of the State of California, in accordance with the authority vested in me by the Constitution and statutes of the State of California, do hereby **TERMINATE THE JANUARY 17, 2014 DROUGHT STATE OF EMERGENCY** for all counties in California except the Counties of Fresno, Kings, Tulare, and Tuolumne.

I FURTHER ORDER THAT:

1. The orders and provisions contained in my April 25, 2014 Emergency Proclamation, as well as Executive Orders B-26-14, B-28-14, B-29-15, and B-36-15 are rescinded.
2. The orders and provisions contained in Executive Order B-37-16, **Making Water Conservation a California Way of Life**, remain in full force and effect except as modified by this Executive Order.
3. As required by the State Emergency Plan and Government Code section 8607(f), the Office of Emergency Services, in coordination with other state agencies, shall produce an after-action report detailing the State's response to the drought and any lessons learned in carrying out that response.

MAINTAINING CONSERVATION AS A WAY OF LIFE

4. The State Water Resources Control Board (Water Board) shall continue development of permanent prohibitions on wasteful water use and requirements for reporting water use by urban water agencies, and to provide a bridge to those permanent requirements, shall maintain the existing emergency regulations until they expire as provided by the Water Code. Permanent restrictions shall prohibit wasteful practices such as:
 - Hosing off sidewalks, driveways and other hardscapes;
 - Washing automobiles with hoses not equipped with a shut-off nozzle;
 - Using non-recirculated water in a fountain or other decorative water feature;
 - Watering lawns in a manner that causes runoff, or within 48 hours after measurable precipitation; and
 - Irrigating ornamental turf on public street medians.
5. The Water Board shall rescind those portions of its existing emergency regulations that require a water supply stress test or mandatory conservation standard for urban water agencies.

6. The Department of Water Resources (Department) shall continue work with the Water Board to develop standards that urban water suppliers will use to set new urban water use efficiency targets as directed by Executive Order B-37-16. Upon enactment of legislation, the Water Board shall adopt urban water use efficiency standards that include indoor use, outdoor use, and leaks as well as performance measures for commercial, industrial, and institutional water use. The Department shall provide technical assistance and urban landscape area data to urban water suppliers for determining efficient outdoor use.
7. The Water Board and the Department shall continue to direct actions to minimize water system leaks that waste large amounts of water. The Water Board, after funding projects to address health and safety, shall use loans from the Drinking Water State Revolving Fund to prioritize local projects that reduce leaks and other water system losses.
8. The Water Board and the Department shall continue to take actions to direct urban and agricultural water suppliers to accelerate their data collection, improve water system management, and prioritize capital projects to reduce water waste. The California Public Utilities Commission is requested to work with investor-owned water utilities to accelerate work to minimize leaks.
9. The Water Board is further directed to work with state agencies and water suppliers to identify mechanisms that would encourage and facilitate the adoption of rate structures and other pricing mechanisms that promote water conservation.
10. All state agencies shall continue response activities that may be needed to manage the lingering drought impacts to people and wildlife. State agencies shall increase efforts at building drought resiliency for the future, including evaluating lessons learned from this current drought, completing efforts to modernize our infrastructure for drought and water supply reliability, and shall take actions to improve monitoring of native fish and wildlife populations using innovative science and technology.

CONTINUED DROUGHT RESPONSE IN FRESNO, KINGS, TULARE, AND TUOLUMNE COUNTIES

11. The Water Board will continue to prioritize new and amended safe drinking water permits that enhance water supply and reliability for community water systems facing water shortages or that expand service connections to include existing residences facing water shortages.
12. The Department and the Water Board will accelerate funding for local water supply enhancement projects and will continue to explore if any existing unspent funds can be repurposed to enable near-term water conservation projects.
13. The Water Board will continue to work with local agencies to identify communities that may run out of drinking water, and will provide technical and financial assistance to help these communities address drinking water

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

14. For actions taken in the Counties of Fresno, Kings, Tulare, and Tuolumne pursuant to directives 11–13, the provisions of the Government Code and the Public Contract Code applicable to state contracts, including, but not limited to, advertising and competitive bidding requirements, as well as Division 13 (commencing with section 21000) of the Public Resources Code and regulations adopted pursuant to that Division, are hereby suspended. These suspensions apply to any actions taken by state agencies, and for actions taken by local agencies where the state agency with primary responsibility for implementing the directive concurs that local action is required, as well as for any necessary permits or approvals required to complete these actions.
15. California Disaster Assistance Act Funding is authorized until June 30, 2017 to provide emergency water to individuals and households who are currently enrolled in the emergency water tank program.
16. State departments shall commence all drought remediation projects in Fresno, Kings, Tulare, and Tuolumne Counties within one year of the date of this Executive Order.

This Executive Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

I FURTHER DIRECT that as soon as hereafter possible, this Order be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 7th day of April 2017.


EDMUND G. BROWN JR.
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State





CITY COUNCIL AGENDA – JUNE 16, 2020

SUBJECT: Review of Cost Recovery and Special Assessment Approval for 472 N. Villa Street

SOURCE: Community Development

COMMENT: In 2015, the City Council directed staff to initiate efforts to mitigate a residence (472 N. Villa Street) that through fire, abandonment, and lack of maintenance, had become a public health hazard and nuisance. At that time, the City hired Silver & Wright, LLP as Special Counsel to assist, given the firm's expertise in resolving such issues through use of receivership.

Since that time, the property has changed hands multiple times, and numerous court hearings and rulings have been filed to attempt to assure correction of the many property violations. The current Property Owner has finally completed a majority of the improvements required in the Notice and Order initially posted. Accordingly, on February 14, 2020, the City sent the Property Owner an invoice for the fees and costs the City incurred in abating the code violations on the property. Instead of agreeing to pay the City's fees and costs, the Property Owner filed a new lawsuit against the City for declaratory relief and an accounting of the City's fees and costs.

Staff and special counsel have reviewed the fees and costs associated with the subject property and prepared a memo outlining the history of the remediation, as well as detailed costs. This memo is attached to this report, as is the property owner's response to said memorandum.

RECOMMENDATION: That the City Council consider the nuisance abatement cost recovery amount of \$76,101.39 and approve the levying of a special assessment for that or lesser modified amount against the Nuisance Property.

ATTACHMENTS:

1. Silver & Wright Memorandum - May 27, 2020
2. Property Owner response letter - June 10, 2020

Appropriated/Funded:

Review By:
Department Director:

Final Approver: John Lollis, City Manager

MEMORANDUM

To: City Council
CITY OF PORTERVILLE

From: Curtis R. Wright, Esq.
Porterville Nuisance Abatement Special Counsel
SILVER & WRIGHT LLP

Date: May 27, 2020

Agenda Item: Confirmation of Nuisance Abatement Cost Recovery Amount and Special Assessment Approval for 472 North Villa

I. Recommendation

Silver & Wright LLP (“S&W”), as the City’s nuisance abatement special counsel, recommends that the City Council hold a hearing, accept comment, confirm the City’s cost recovery amount, and approve that amount for special assessment against the nuisance property at 472 North Villa, Porterville, California 93257, Assessor’s Parcel Number 252-080-052-000 (“Nuisance Property”) pursuant to the California Government Code and the Porterville Municipal Code (“PMC”).

II. Background Information

A. History of Code Enforcement

The Nuisance Property consists of a simple-family residential structure that has been the subject of the City’s code enforcement efforts since 2012. The record owner of the Nuisance Property is Ramon Vargas (“Owner”).

The Nuisance Property has a long history of code violations dating back to at least 2012, when a fire damaged substantial portions of the Nuisance Property. On September 2, 2015, the City conducted a thorough inspection of the Nuisance Property and confirmed that the Nuisance Property was not repaired after the fire and had continued to deteriorate. On September 29, 2015, the City issued the former owner (Rafael Ayala) a Legal Notice and Order to Repair or Abate (“N&O”), citing 36 code violations on the Nuisance Property. As stated in the N&O, a large portion of the Nuisance Property, including the family room, garage, and roof, were extensively damaged by the fire. The fire damage compromised the structural integrity of the roof, walls, and ceilings. The Nuisance Property was also full of junk and debris, including abandoned mechanical equipment, furniture, and discarded construction materials. The Nuisance Property lacked running water or electricity, and contained exposed plumbing and electrical wiring. After the N&O was issued and recorded against title, the former owner quitclaimed his interest in the Nuisance Property to Emmanuel V. Andamo.

On November 9, 2015, the City filed a receivership action against the Nuisance Property. On January 27, 2016, the City filed its Receivership Motion. On March 28, 2016, the Court appointed the Court Receiver. After the Court Receiver was appointed, the Court Receiver attempted to secure funding for the rehabilitation of the Nuisance Property but was unable to do so due to its low market value. The Court, therefore, ordered the Nuisance Property sold. On April 28, 2017, the Owner (Ramon Vargas) purchased the Nuisance Property at a foreclosure sale for \$26,500.01.

Although the Owner pulled permits for the remediation of the Nuisance Property, when the City's building officials asked the Owner for proof that he was utilizing licensed workers to conduct the repair work (a City Requirement), the Owner failed to provide such evidence and abandoned work on the Nuisance Property. Accordingly, on February 6, 2019, the City applied for the reappointment of the Court Receiver and injunctions. The Court denied the application, requiring a noticed motion instead. In the meantime, the City then attempted to negotiate with the Owner for a stipulation to the appointment of a receiver. After the Owner refused to stipulate to the appointment of a receiver, on August 30, 2019, the City filed the reappointment motion. On September 30, 2019, the Court denied the City's motion, finding that it did not have jurisdiction to re-appoint the Court Receiver.

Since that time, the City has been working with the Owner to ensure that the Nuisance Property is rehabilitated and brought into compliance with the PMC. As the rehab of the Nuisance Property is now complete, the City has been working with the Owner in an attempt to obtain the Owner's agreement to pay the fees and costs the City incurred in abating the code violations on the Nuisance Property. The City was unable to obtain the Owner's agreement to pay the City's fees and costs and is, therefore, seeking City Council approval to assess those fees and costs against the Nuisance Property through a special assessment as provided in the PMC.

B. Statutory Cost Recovery Rights & Cost Recovery Amount

The City is entitled to reimbursement of its nuisance abatement costs through a special assessment on the Nuisance Property. Government Code section 38773.5 and PMC section 12-3.11 authorize the levying of a special assessment against the Nuisance Property for the recovery of the City's nuisance abatement costs that is was forced to incur due to the Owner's failure to expeditiously rehabilitate the Nuisance Property. By statute, a special assessment becomes a tax lien on the Nuisance Property. (Gov. Code, §§ 38773.5, 53935; Rev. & Tax Code, § 2192.1.)

The City's unpaid nuisance abatement costs in this matter total \$76,101.39.

C. Explanation of Costs

The City's costs incurred in this matter include, but are not limited to: reviewing and marshaling evidence; investigating facts; coordinating and communicating with City staff and inspectors; attending meetings; researching municipal codes, the Health and Safety Code, the Code of Civil Procedure, the California Rules of Court and Local Court Rules, and other relevant statutes and cases; inspecting the Nuisance Property; advising City staff; researching title to the Nuisance Property and identifying all legally interested parties; drafting and serving the Legal Notice and Order to Repair or Abate; drafting, filing, and serving the Notice of Pendency of Action as required

by the Health and Safety Code; drafting and serving the three-day notice for the receivership action pursuant to Health and Safety Code section 17980.7; drafting, filing, and serving the Summons and Petition; drafting, filing, and serving the Request for Entry of Default for the previous owner; drafting, filing, and serving the Ex Parte Application for the Appointment of a Receiver pursuant to Health and Safety Code section 17980.7, including several declarations from City staff; attending the court hearing to appoint the Court Receiver; reviewing the Court Receiver's Ex Parte Application for Order Confirming Sale of and Stripping Liens from the Nuisance Property; attending the court hearing on the Court Receiver's Ex Parte Application; reviewing the Court Receiver's Motion for Order Confirming Sale; drafting, filing, and serving the City's Joinder in Support of the Court Receiver's Motion; attending the court hearing on the Court Receiver's Motion; reviewing sale offers and correspondence; reviewing receivership reports and accountings; corresponding with the Court Receiver; regular communication with interested parties; regular communication with the City regarding the status of the Owner's rehabilitation of the Nuisance Property; drafting, filing, and serving the City's Ex Parte Application for Reappointment of Receiver, including multiple declarations from City staff and the Court Receiver; attending the court hearing on the City's Ex Parte Application; drafting, filing, and serving an amendment to the City's Petition to add the Owner as a Defendant; drafting a stipulation for the appointment of a court receiver; drafting, filing, and serving the City's Motion for Reappointment of Receiver and Injunctions, including multiple declarations from City staff and the Court Receiver; attending the court hearing on the City's Motion for Reappointment of Receiver and Injunctions; responding to discovery requests propounded by the Owner; preparing case management statements; attending case management conferences; negotiating with the Owner's attorney regarding reimbursement of the City's fees and costs; and protecting and securing the City's cost recovery rights.

The City's costs are further broken down and described in the declaration and memorandum of costs attached to this memo as Exhibit A. The declaration and memorandum of costs were provided to the Owner's attorney on May 6, 2020.

All the costs incurred by the City in this nuisance abatement action were reasonable, and were solely necessitated by the previous owner's and current Owner's failure to take responsibility for, to maintain, and to expeditiously rehabilitate the Nuisance Property. Interested parties in real property have a legal obligation to maintain their private property and to keep it safe such that it does not present a danger to the community, especially small children. If the City is forced to invest public resources to pursue abatement of nuisances on private property, the public is entitled to recover those nuisance abatement and enforcement costs. Failure to recover those costs would double victimize the community by making the public pay for the enforcement action to alleviate the dangerous nuisance conditions to which the community was the victim, and would be tantamount to a gift of public funds for the improvement of private property benefiting irresponsible owners.

Further, the City recorded notices against the Nuisance Property to ensure any subsequent owners or interested parties would take the Nuisance Property with notice of, and subject to, the City's nuisance abatement enforcement action and cost recovery rights. Accordingly, any purchase or investment in the Nuisance Property was with full knowledge of the receivership action and the City's cost recovery right, and the price paid for the Nuisance Property should have been discounted accordingly on account of the public's cost recovery rights.

Accordingly, the City hereby requests that the City Council confirm and approve the recovery of the City's nuisance abatement costs in this matter in the amount of \$76,101.39, and approve the levying of that amount as a special assessment on the Nuisance Property.

D. Fiscal Impact

This action will reimburse the City for the public's costs incurred as a part of the City's nuisance abatement enforcement against the Nuisance Property. The recovery of nuisance abatement costs is critical to the City's long-term ability to protect the public from the development of dangerous conditions on private property, to protect the public's use and enjoyment of their property in the City, and to protect the safety, aesthetics, and property values of real property throughout the City. The City only pursues nuisance abatement enforcement actions as a last resort after the interested parties have been notified, given an opportunity to voluntarily cure the violations, and have proven uncooperative to the point of the public's detriment.

E. New Lawsuit

On March 11, 2020, the Owner filed a lawsuit against the City to determine the City's right to recover its fees and costs from him. However, as the City Council has yet to determine the amount of the fees and costs that it would seek to include as a special assessment against the Nuisance Property, the Owner and the City agreed that the City's response to the new lawsuit would not be due until 45 days after the City Council meeting.

F. Notice of City Council Meeting

On May 26, 2020, the City sent a letter to the Owner's attorney informing him that the City seeks recovery of the costs it incurred in the nuisance abatement action against the Nuisance Property. The letter listed the date, time, and place of this City Council meeting and identified the amount the City seeks to confirm as a special assessment on the Nuisance Property.

III. Conclusion

City staff recommends that the City Council confirm the nuisance abatement cost recovery amount of \$76,101.39 and approve the levying of a special assessment for that amount against the Nuisance Property.

Exhibit A

Declaration of Attorney Amanda R. Jones in Support of City's Nuisance Abatement Costs

DECLARATION OF ATTORNEY AMANDA R. JONES
IN SUPPORT OF CITY'S NUISANCE ABATEMENT COSTS

I, Amanda R. Jones, declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am an attorney with the law firm of Silver & Wright LLP ("Special Counsel"), which represents Defendant City of Porterville ("City") in *Ramon Vargas v. City of Porterville* in the Superior Court of the State of California for the County of Tulare ("Court"), case number VCU282443 ("This Action"), and previously represented the City in *City of Porterville v. Emmanuel V. Andamo* in the Superior Court of the State of California for the County of Tulare in case number VCU263812 ("Receivership Action"). This declaration is made in support of the recovery of the City's costs and fees incurred in connection with the abatement of the code violations on the parcel of real property located at 472 North Villa, Porterville, California 93257, Assessor's Parcel Number 252-080-052-000 ("Nuisance Property").

2. Health and Safety Code ("H&S") receivership actions are somewhat rare and often require cities to hire attorneys with special skills in this area, like the City did here. Cities have expansive duties and obligations imposed on them by State law and other sources, and only so much staff and expertise. Thus, the City retained specialized legal counsel to handle the Receivership Action, including efforts leading up to the filing of the Receivership Action. The Receivership Petition sought the appointment of a receiver over the Nuisance Property under the H&S to ensure the substantially dangerous violations of law thereon were remediated. The City's Special Counsel specializes in H&S receivership actions, and was retained by the City for that reason. Special Counsel has litigated numerous successful receivership actions throughout the State.

3. As set forth in greater detail below, the City has incurred an outstanding balance of **\$71,580.70¹** in Special Counsel fees, and **\$5,794.05** in litigation costs, in connection with the Receivership Action.

4. Special Counsel has invested approximately **401.9 hours** preparing and prosecuting the

¹ The Special Counsel fees detailed in this declaration amount to \$84,332. However, as the City has already received payment of \$9,597.20 in Special Counsel fees, the City is only seeking reimbursement of \$74,734.81 in Special Counsel fees.

1 Receivership Action on behalf of the City. Special Counsel’s hourly rates of \$129 for paralegals to \$221
2 for attorneys are reasonable and in line with—and, in fact, significantly below—the rates charged in the
3 community for similar work. I am informed and believe that these rates are less than half the average
4 hourly rate charged by attorneys in the State of California.² Accordingly, the City is seeking
5 reimbursement for its Special Counsel fees that were necessarily incurred in the Receivership Action in
6 the amount of **\$71,580.70**.

7 5. Although by law, the City could seek a “multiplier” to bring its rates in line with the
8 Statewide average for such work (\$465 per hour), as jurisdictions like the City of San Francisco have
9 done, the City is not doing so, but instead, is only seeking reimbursement for its actual out of pocket fees
10 and costs. (See, e.g., *City and County of San Francisco v. Kihagi* (2019) 2019 WL 2462751 [court of
11 appeal affirmed award of attorney’s fees with a multiplier totaling over \$2.5 million].) The City simply
12 seeks to be reimbursed the public funds it was forced to incur; aka: reimbursement.

13 6. In light of *Los Angeles County Board of Supervisors v. Superior Court* (2016) 2 Cal.5th
14 282—a recent California Supreme Court decision holding that attorney billing records are protected by
15 the attorney-client privilege while litigation is pending or active—Special Counsel’s billing records for
16 the Receivership Action cannot be attached to this Declaration. Thus, the following paragraphs will
17 describe, with specificity, the time spent by Special Counsel in connection with the Receivership Action.
18 The time is billed to the nearest one-tenth of an hour for every task and there were no minimum billing
19 amounts. Billing reflects actual time worked. The records have been reviewed, and time spent that was
20 duplicative or inefficient has been either eliminated or appropriately reduced. As the City Council has
21 not waived the attorney-client privilege, Special Counsel’s actual billing records cannot be produced.

22 7. Work on this case began long before the Receivership Action was filed, in order to satisfy
23 the statutory requirements of H&S section 17980 et sequentes. The failure to meet any of these
24 requirements would have prevented the City from successfully prosecuting the Receivership Action.

25 8. First, the City was required under H&S section 17980 et sequentes to inspect the Nuisance
26 Property to verify that the conditions on the Nuisance Property were so severe that they posed a

27 ² According to the United States Consumer Law Attorney Fee Survey Report for 2015-2016, the average
28 hourly rate for all California attorneys is \$465 per hour. (*United States Consumer Law Attorney Fee
Survey Report 2015-2016* (Burdge, 2018).)

1 substantial danger to the health and safety of the residents and the public. As the City was initially
2 unable to obtain the property owner's consent to inspect the Nuisance Property, the City was required to
3 draft an application for an inspection warrant. That task included drafting a declaration from a code
4 enforcement officer in support of the application for an inspection warrant and drafting a proposed order
5 granting the application for an inspection warrant. The City spent 11 hours on that task at a cost of
6 \$2,123.

7 9. Prior to conducting the inspection, Special Counsel spent time reviewing the City's code
8 enforcement files for the Nuisance Property. After attending the inspection, Special Counsel spent time
9 reviewing the inspection reports from City staff members. Special Counsel spent approximately 6 hours
10 on those tasks at a cost of \$1,166.50.

11 10. After the inspection, Special Counsel compiled the information obtained by each City
12 inspector into a Notice and Order to Repair or Abate ("N&O") for the Nuisance Property. To facilitate
13 the drafting of the N&O, and to ensure all violations were correctly noted, Special Counsel was required
14 to review the California Building Standards Code ("CBSC"), the Porterville Municipal Code ("PMC"),
15 and various other relevant codes, which are extremely technically detailed and hundreds of pages in
16 length. The N&O listed all identifiable violations of State and local law on the Nuisance Property—36
17 violations—and ordered their repair or abatement within 30 days. Special Counsel spent 5.7 hours on
18 those tasks at a cost of \$1,084.90.

19 11. Once the N&O was completed, it was issued to all parties with an interest in the Nuisance
20 Property. To facilitate this step, Special Counsel, on behalf of the City, purchased a litigation guaranty,
21 which identified all interest holders, and analyzed it. After the Nuisance Property was sold to Ramon
22 Vargas, Special Counsel ordered an updated litigation guaranty. Special Counsel spent 2.4 hours on
23 those tasks at a cost of \$356.40.

24 12. Second, pursuant to H&S 17985(a), Special Counsel, on behalf of the City, was required to
25 prepare and record a Notice of Pendency of Action ("NoP") after the N&O was issued. The purpose of
26 the NoP is to put all subsequent purchasers on notice of the violations, the pending nuisance abatement
27 action, and their potential liability pursuant to H&S section 17992. Special Counsel prepared the NoP
28 and arranged for it to be recorded against title for the Nuisance Property. Special Counsel spent 0.7

1 hours on that task at a cost of \$104.70.

2 13. Respondents Emmanuel V. Andamo (“Andamo”) and 1-800-Board-Up of the Central San
3 Joaquin Valley (“1-800-Board-Up”) failed to respond to either the N&O, the NoP, or the continuing
4 deterioration of the Nuisance Property. As such, because H&S section 17980.7(c) requires that a notice
5 be served on all persons with a recorded interest in the Nuisance Property at least three days prior to filing
6 the Receivership Petition (“3-Day Notice”), Special Counsel drafted and served the 3-Day Notice on
7 Andamo and 1-800-Board-Up. Special Counsel spent 2.2 hours on those tasks at a cost of \$424.60.

8 14. After the original Respondents failed to respond to the 3-Day Notice, Special Counsel
9 drafted and filed the Receivership Petition regarding the numerous violations of State and local law that
10 existed on the Nuisance Property. Prior to drafting the Receivership Petition, Special Counsel: (1)
11 researched and analyzed the local court rules applicable to the Receivership Petition; and (2) reviewed
12 the City’s code enforcement file for information on the history of the City’s code enforcement efforts at
13 the Nuisance Property, as well as prior notices of violations. Prior to filing the Receivership Petition,
14 Special Counsel drafted the petition, summons, civil case cover sheet, and exhibits for the Receivership
15 Petition. In total, my office spent 5.5 hours on those tasks at a cost of \$1,061.50.

16 15. On January 27, 2016, Special Counsel filed a Motion for the Appointment of a Receiver
17 pursuant to Health and Safety Code Section 17980.7(c) (“Receivership Motion”) in the Receivership
18 Action. The Receivership Motion was a lengthy 167-page document, consisting of: (1) a four-page
19 notice of motion; (2) a 15-page memorandum of points and authorities; (3) a 12-page declaration from
20 Code Enforcement Officer Clayton Dignam; (4) a 10-page declaration from Chief Building Official
21 Philip Henry; (5) a two-page declaration from Fire Marshal/Battalion Chief Mitch Sandoval; (6) a two-
22 page declaration from Community Development Manager Julie Phillips; (7) a two-page declaration from
23 Attorney Ruthann Elder; (8) a two-page declaration from Court Receiver Mark Adams, plus exhibits;
24 (9) an Appendix of Exhibits; and (10) a proposed order granting the City’s Receivership Motion. Due
25 to the significant amount of work needed to be put into the Receivership Motion, Special Counsel spent
26 18.9 hours drafting the notice of motion, memorandum of points and authorities, appendix of exhibits,
27 and proposed order at a cost of \$3,691.60. Special Counsel spent 11.2 hours at a cost of \$2,205.10
28 drafting the declarations in support of the Receivership Motion and corresponding with the declarants

1 regarding changes to their declarations.

2 16. Special Counsel spent 6.6 hours at a cost of \$1,283.40 drafting the Notice of Non-Opposition
3 and Reply to Receivership Motion, and the Declaration of Code Enforcement Officer Clayton Dignam
4 in support thereof.

5 17. Special Counsel spent 5.9 hours at a cost of \$1,168.20 preparing for the hearing on the
6 Receivership Motion and attending the hearing on the Receivership Motion.

7 18. After the hearing on the Receivership Motion, Special Counsel spent 0.6 hours at a cost of
8 \$95.40 drafting the Notice of Entry of Order granting the Receivership Motion.

9 19. In furtherance of the litigation of the Receivership Action, Special Counsel prepared
10 advanced filings, and attended status conferences and case management conferences. Attendance was
11 via CourtCall to save costs. My office spent 4.3 hours at a cost of \$790.30 preparing for, filing required
12 Court filings, and attending, case management conferences and status hearings.

13 20. Special Counsel's remaining time was spent on a wide variety of tasks as detailed below.

14 21. My office spent 16.2 hours at a cost of \$3,394 communicating with City staff regarding:
15 updates and developments in the Receivership Action; information, documents, and photographs needed
16 from City staff related to the litigation of the Receivership Action; the economic feasibility of a
17 receivership for the Nuisance Property; inspections of the Nuisance Property; obtaining an inspection
18 warrant for the Nuisance Property; the history of service calls to Nuisance Property and break-ins; Mr.
19 Ayala's request for an extension of the demolition permit; the alleged transfer of the Nuisance Property
20 without a recorded deed; the sale of Nuisance Property; the Receiver's motion for discharge; the status
21 of the rehabilitation of the Nuisance Property; on-going code violations and enforcement strategy;
22 Ramon Vargas's plans for rehabilitating the Nuisance Property; additional permits needed by Ramon
23 Vargas for rehabilitation of the Nuisance Property; negotiations for a stipulation to the appointment of
24 receiver with stayed powers; Mr. Ledesma, a potential buyer for the Nuisance Property; the motion for
25 re-appointment of the receiver; the status of permit approvals for the Nuisance Property; and recovery
26 of the City's fees and costs through the special assessment process.

27 22. My office spent 27.9 hours at a cost of \$5,947.80 communicating with the Respondents in
28 the Receivership Action including: correspondence with Emmanuel Andamo regarding his plan for

1 rehabilitation of the Nuisance Property, dismissal of his attorney and appearance in pro per, and the
2 City's motion for the appointment of a receiver; correspondence with counsel for Ramon Vargas
3 regarding his plans for rehabilitating the Nuisance Property, stipulating to the appointment of receiver
4 with stayed powers, payment of the City's nuisance abatement fees and costs, obtaining a breakdown of
5 the City's nuisance abatement fees and costs, additional permits needed for rehabilitation of the Nuisance
6 Property, the special assessment procedure for recovery of the City's nuisance abatement fees and costs,
7 the potential for entering into a rehabilitation agreement, settlement of case, Ramon Vargas's potential
8 sale of the property to Mr. Ledesma, and the issuance of permits for Ramon Vargas's rehabilitation of
9 the Nuisance Property.

10 23. My office spent 3.6 hours at a cost of \$698.30 working on a stipulation for the appointment
11 of a receiver with stayed powers, which Special Counsel attempted to negotiate with Respondent
12 Emmanuel Andamo's attorney to avoid the need for the City to file a motion for the appointment of a
13 receiver.

14 24. My office spent 11.5 hours at a cost of \$2,455.30 negotiating and drafting a stipulation for
15 the appointment of a receiver with stayed powers, which Special Counsel attempted to negotiate with
16 Ramon Vargas' attorney to avoid the need for the City to file a motion for the re-appointment of a
17 receiver. The time spent on this task includes time spent reviewing the file to determine the City's fees
18 and costs, drafting a proposed order to file with the stipulation, and compiling the exhibits for the
19 stipulation.

20 25. My office spent 9.7 hours at a cost of \$1,867.40 on communications with the court-appointed
21 receiver regarding: his analysis of the feasibility of a receivership for the Nuisance Property; inspections
22 of the Nuisance Property; demolition of the Nuisance Property; the City's cost recovery; the court-
23 appointed receiver's rehabilitation plan; the court-appointed receiver's rehabilitation budget; finding a
24 potential buyer to rehabilitate the Nuisance Property; the court-appointed receiver's ex parte application
25 to sell the Nuisance Property; securing the Nuisance Property and confirming the Nuisance Property was
26 secured after the August 11, 2016 break-in; continuation of the receivership after the sale of Nuisance
27 Property; the court-appointed receiver's motion to sell the Nuisance Property; and the foreclosure sale
28 of the Nuisance Property.

1 26. My office spent 12.1 hours at a cost of \$2,320.10 developing a case strategy for the litigation
2 of the Receivership Action, which included: how to abate the code violations in light of the fire at the
3 Nuisance Property; demolition of the pool at the Nuisance Property; analysis of the economic feasibility
4 of a receivership for the Nuisance Property; analysis of the judicial assignment for the Receivership
5 Action; the potential for working with Ramon Vargas on voluntarily rehabilitating the Nuisance
6 Property; and recovery of the City's nuisance abatement fees and costs.

7 27. My office spent 7 hours at a cost of \$1,487.60 researching various matters related to the
8 Receivership Action including: the corporate status of lienholders; the registered agent for service of
9 process for 1-800-Board-Up; title issues on the Nuisance Property and reconveyance of title from the
10 court-appointed receiver to Ramon Vargas; the status of the transfer of ownership for the Nuisance
11 Property in light of an unrecorded trust deed; the special assessment procedures for the recovery of the
12 City's nuisance abatement fees and costs, including due process requirements; and the procedure for the
13 expungement of a lis pendens.

14 28. My office spent 0.8 hours at a cost of \$154.40 researching quitclaim deed recording
15 information, a teleconference with the Tulare County Recorder's Office regarding obtaining a copy of
16 the quitclaim deed, and drafting a letter to the Tulare County Recorder's Office regarding the same.

17 29. My office spent 0.8 hours at a cost of \$154.40 drafting the lis pendens and preparing the
18 same for service.

19 30. My office spent 3.2 hours at a cost of \$568.60 drafting requests for the entry of default for
20 Respondents 1-800-BOARD-UP and Ramon Vargas.

21 31. My office spent 3.5 hours at a cost of \$739.30 reviewing and analyzing Respondent
22 Andamo's answer to the Receivership Petition and Ramon Vargas's answer to the Receiver Petition and
23 the supporting declarations.

24 32. My office spent 4.6 hours at a cost of \$914.30 reviewing and analyzing the court-appointed
25 receiver's weekly status reports, updates, and monthly accountings.

26 33. My office spent 4.5 hours at a cost of \$852 reviewing and analyzing the court-appointed
27 receiver's ex-parte application for the sale of the Nuisance Property, seeking Court approval for
28 appearance via court call at the hearing regarding same, attending the hearing regarding same, and

1 reviewing the status of lienholders based on issues raised by the Court at the hearing on same.

2 34. My office spent 1.7 hours at a cost of \$336.60 reviewing title documents to determine which
3 parties are entitled to notice of the sale and a telephone conference with potential buyer Juan Ortiz
4 regarding the receivership process.

5 35. My office spent 20.6 hours at a cost of \$4,048.60 reviewing and analyzing the court-
6 appointed receiver's motion to sell the Nuisance Property; drafting the City's joinder regarding same,
7 filing and serving the Joinder; reviewing and analyzing the Court's tentative ruling regarding same;
8 preparing for the hearing regarding same; appearing at the hearing regarding same; and meeting and
9 conferring with Respondent Emmanuel Andamo regarding an agreement to sell the Nuisance Property.

10 36. My office spent 1.2 hours at a cost of \$227.60 reviewing and analyzing the court-appointed
11 receiver's motion for discharge and appearing at the hearing regarding same.

12 37. My office spent 46 hours at a cost of \$9,632 drafting the City's ex-parte application for the
13 re-appointment of a receiver, discussions with the potential receiver regarding same, reviewing title
14 documents to confirm current ownership of Nuisance Property, drafting the ex-parte notice letter,
15 drafting proofs of service, and filing and serving the ex-parte application.

16 38. My office spent 29.7 hours at a cost of \$6,385.50 drafting declarations in support of the
17 City's ex-parte application for the re-appointment of a receiver including drafting the declaration of the
18 proposed receiver, Code Enforcement Officer Clayton Dingham, Chief Building Inspector James
19 Wickersham, and the declaration of attorney Valerie D. Escalante Troesh.

20 39. My Office spent 4.1 hours at a cost of \$881.50 drafting the proposed order granting the
21 City's application for the re-appointment of a receiver.

22 40. My office spent 3.2 hours at a cost of \$688 drafting the request for judicial notice in support
23 of the City's application for the re-appointment of a receiver.

24 41. My office spent 2 hours at a cost of \$430 reviewing the file to locate exhibits in support of
25 the City's application for the re-appointment of a receiver, compiling the exhibits, and drafting the
26 appendix of exhibits.

27 42. My office spent 7 hours at a cost of \$1,487.80 preparing for the hearing on the City's ex-
28 parte application for the re-appointment of a receiver and attending the hearing regarding same.

1 43. My office spent 5.7 hours at a cost of \$1,053.50 identifying the court process for adding
2 Ramon Vargas as defendant in case, preparing the doe amendment, corresponding with court clerk
3 regarding the doe amendment form, and filing and serving the doe amendment.

4 44. My office spent 35.5 hours at a cost of \$7,219.70 drafting the motion for re-appointment of
5 receiver, the declaration of the proposed court receiver, the declaration of Officer Clayton Dignam, the
6 declaration of Inspector James Wickersham, the declaration of attorney Scott Kalter, the request for
7 judicial notice, the appendix of exhibits, the proposed order, the proof of service, and the amended proof
8 of service. The time spent on this task also includes time spent compiling the exhibits and the filing and
9 service of the motion for re-appointment of a receiver.

10 45. My office spent 1.2 hours at a cost of \$206.40 reviewing and analyzing the opposition to the
11 City's motion for the re-appointment of a receiver.

12 46. My office spent 7.1 hours at a cost of \$1,500.70 drafting the reply in support of the City's
13 motion for the re-appointment of a receiver.

14 47. My office spent 14.3 hours at a cost of \$2,971.30 preparing for the hearing on the City's
15 motion for the re-appointment of a receiver and attending the hearing regarding same.

16 48. My office spent 26 hours at a cost of \$4,927.80 reviewing Ramon Vargas's request for
17 production of documents ("RFP"), drafting a response to the RFP, and compiling documents responsive
18 to the RFP; reviewing Ramon Vargas's requests for admission ("RFA") and drafting a response to the
19 RFA; reviewing Ramon Vargas's form interrogatories and drafting a response to the form
20 interrogatories; and negotiating a stay of discovery.

21 49. My office spent 4.4 hours at a cost of \$946 communicating with the potential new owner
22 Mr. Ledesma regarding a compliance agreement, the City's cost recovery, permits required for
23 rehabilitation of the Nuisance Property; reviewing Mr. Ledesma's rehabilitation plan and construction
24 schedule, and drafting a response to Mr. Ledesma regarding same.

25 50. My office spent 3 hours at a cost of \$524.60 drafting the withdrawal of lis pendens, getting
26 the withdrawal notarized, and filing and serving the withdrawal.

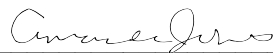
27 51. My office spent 2.8 hours at a cost of \$601.20 drafting the City's cost recovery invoice and
28 reviewing the file for the City's fees and costs to include in the cost recovery invoice.

1 52. In addition to the Special Counsel's fees, H&S section 17980.7(d)(1) entitles the City to
2 recover its litigation costs. The City has incurred approximately **\$5,794.05** in litigation costs to date.
3 All of these costs were necessary and directly related to the litigation. The City's costs include items,
4 such as court messenger fees for filings with the Court and service of papers, service, mileage, research
5 fees, and costs to reproduce documents filed with the Court and served on the parties. The City's
6 litigation costs are further broken down in the Memorandum of Costs attached hereto as **Exhibit A**.

7 53. Since the total 401.9 hours incurred by the City to litigate this Receivership Action were all
8 reasonably and necessarily incurred, and Special Counsel's \$129 and \$221 hourly rates are more than
9 reasonable in light of the complexity and risk of this case, the City is entitled to be reimbursed for its
10 entire fees and costs of **\$77,374.75** (**\$71,580.70** in Special Counsel fees and **\$5,794.05** in litigation costs).
11

12 I declare under penalty of perjury under the laws of the State of California that the foregoing is
13 true and correct to the best of my knowledge.
14

15 Dated: May 6, 2020



Amanda R. Jones
Attorney for Defendant
CITY OF PORTERVILLE

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EXHIBIT A

MEMORANDUM OF COSTS

TOTALS

1. Filing and motion fees	\$	0.00
2. Jury fees	\$	0.00
3. Jury food and lodging	\$	0.00
4. Deposition costs	\$	0.00
5. Service of process	\$	379.00
6. Attachment expenses	\$	0.00
7. Surety bond premiums	\$	0.00
8. Witness fees	\$	0.00
9. Court-ordered transcripts	\$	0.00
10. Attorney fees <i>(enter here if contractual or statutory fees are fixed without necessity of a court determination; otherwise a noticed motion is required)</i>	\$	See Motion
11. Court reporter fees as established by statute	\$	0.00
12. Models, enlargements, and photocopies of exhibits	\$	338.83
13. Interpreter fees	\$	0.00
14. Fees for electronic filing or service	\$	0.00
15. Fees for hosting electronic documents	\$	0.00
16. Other	\$	5,076.22

\$	5,794.05
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(SIGNATURE OF DECLARANT)

SHORT TITLE

City of Porterville v. Emmanuel V. Andamo, et alia

CASE NUMBER:

VCU263182

MEMORANDUM OF COSTS (WORKSHEET)**1. Filing and motion fees**Paper filedFiling fee

- a. City Exempt From Filing Fees \$ _____
- b. _____ \$ _____
- c. _____ \$ _____
- d. _____ \$ _____
- e. _____ \$ _____
- f. _____ \$ _____

g. ☐ Information about additional filing and motion fees is contained in Attachment 1g.

TOTAL 1. \$ 0.00

2. Jury feesDateFee & mileage

- a. _____ \$ _____
- b. _____ \$ _____
- c. _____ \$ _____
- d. _____ \$ _____

e. ☐ Information about additional jury fees is contained in Attachment 2e.

TOTAL 2. \$ 0.00

3. Juror food: \$ _____ and lodging: \$ _____

TOTAL 3. \$ 0.00

4. Deposition costsName of deponentTakingTranscribingTravelVideotapingSubtotals

- a. _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____
- b. _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____
- c. _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____
- d. _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____

e. ☐ Information about additional deposition costs is contained in Attachment 4e.

TOTAL 4. \$ 0.00

(Continued on reverse)

Page 1 of 4

SHORT TITLE City of Porterville v. Emmanuel V. Andamo, et alia	CASE NUMBER: VCU263182
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5. **Service of process**

	Name of person served	Public officer	Registered process	Publication	Other (specify)
a.	See Attachment 5d	\$ _____	\$ _____	\$ _____	\$ _____
b.	_____	\$ _____	\$ _____	\$ _____	\$ _____
c.	_____	\$ _____	\$ _____	\$ _____	\$ _____
d.	☒ Information about additional costs for service of process is contained in Attachment 5d.				

TOTAL 5. \$ 379.00

6. Attachment expenses (specify):

6. \$ 0.00

7. Surety bond premiums (itemize bonds and amounts):

7. \$ 0.00

8. a. **Ordinary witness fees**

	Name of witness	Daily fee	Mileage	Total
(1)	_____	days at _____ \$/day	miles at _____ ¢/mile:	\$ _____
(2)	_____	days at _____ \$/day	miles at _____ ¢/mile:	\$ _____
(3)	_____	days at _____ \$/day	miles at _____ ¢/mile:	\$ _____
(4)	_____	days at _____ \$/day	miles at _____ ¢/mile:	\$ _____
(5)	_____	days at _____ \$/day	miles at _____ ¢/mile:	\$ _____

(6) ☐ Information about additional ordinary witness fees is contained in Attachment 8a(6).

SUBTOTAL 8a. \$ 0.00

(Continued on next page)

SHORT TITLE City of Porterville v. Emmanuel V. Andamo, et alia	CASE NUMBER: VCU263182
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8. b. **Expert fees** (per Code of Civil Procedure section 998)

Name of witness	Fee	
(1) _____	_____ hours at \$ _____ /hr	\$ _____
(2) _____	_____ hours at \$ _____ /hr	\$ _____
(3) _____	_____ hours at \$ _____ /hr	\$ _____
(4) _____	_____ hours at \$ _____ /hr	\$ _____
(5) ☐ Information about additional expert fees is contained in Attachment 8b(5).		

SUBTOTAL 8b. \$ 0.00

c. **Court-ordered expert fees**

Name of witness	Fee	
(1) _____	_____ hours at \$ _____ /hr	\$ _____
(2) _____	_____ hours at \$ _____ /hr	\$ _____
(3) ☐ Information about additional court-ordered expert fees is contained in Attachment 8c(3).		

SUBTOTAL 8c. \$ 0.00

TOTAL (8a, 8b, & 8c) 8. \$ 0.00

9. **Court-ordered transcripts** (specify):

9. \$ 0.00

10. **Attorney fees** (enter here if contractual or statutory fees are fixed without necessity of a court determination; otherwise a noticed motion is required):

10. \$ See Motion

11. **Models, enlargements, and photocopies of exhibits** (specify):

11. \$ 338.83

12. **Court reporter fees** (as established by statute)

a. (Name of reporter): _____ Fees: \$ _____

b. (Name of reporter): _____ Fees: \$ _____

TOTAL 12. \$ 0.00

c. ☐ Information about additional court-reporter fees is contained in Attachment 12c.

13. **Interpreter fees**

a. Fees of a certified or registered interpreter for the deposition of a party or witness

(Name of interpreter): _____ Fees: \$ _____

(Name of interpreter): _____ Fees: \$ _____

b. Fees for a qualified court interpreter authorized by the court for an indigent person represented by a qualified legal services project or a pro bono attorney

(Name of interpreter): _____ Fees: \$ _____

(Name of interpreter): _____ Fees: \$ _____

TOTAL 13. \$ 0.00

c. ☐ Information about additional court-reporter fees is contained in Attachment 13c.

14. **Fees for electronic filing or service of documents through an electronic filing service provider** (enter here if required or ordered by the court):

14. \$ 0.00

15. **Fees for hosting electronic documents through an electronic filing service provider** (enter here if required or ordered by the court):

15. \$ 0.00

16. **Other** (specify): _____

16. \$ 5,076.22

TOTAL COSTS	\$ 5,794.05
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(Additional information may be supplied on the reverse)

SHORT TITLE City of Porterville v. Emmanuel V. Andamo, et alia	CASE NUMBER: VCU263182
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1	16. Other Costs:
2	A.) Court messenger fees for filing with court and service of papers. (Health and Safety Code section 17980.7(d)(1); Benach v.
3	County of Los Angeles (2007) 149 Cal.App.4th 836, 857-585 [Sheriff's Department's court messenger fees award upheld
4	because reasonably incurred; messenger fees award included costs for court filings and obtaining service of conformed copies
5	and various documents]; Ladas v. California State Auto Ass. (1993) 19 Cal.App.4th 761, 776 [court messenger fees award
6	upheld because they were reasonably necessary to the conduct of the litigation].)
7	\$1,965.00
8	B.) Additional costs incurred necessary in litigating the nuisance abatement action (including research fees, mileage, Litigation
9	Guarantee, title documents, Notary fees, CourtCall telephonic appearance fees, and costs to reproduce exhibits filed with the
10	Court and served on parties). (Health and Safety Code section 17980.7(d)(1) ["If the court finds that a building is in a condition
11	which substantially endangers the health and safety of residents pursuant to Section 17980.6, upon the entry of any order or
12	judgment, the court shall ... [o]rder the owner to pay all reasonable and actual costs of the enforcement agency including, but not
13	limited to, inspection costs, investigation costs, enforcement costs, attorney fees or costs, and all costs of prosecution."].)
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SHORT TITLE: City of Porterville v. Andamo, et alia	CASE NUMBER: VCU263182
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ATTACHMENT (Number): 5d

(This Attachment may be used with any Judicial Council form.)

3 Day Notice of Intent to File Receivership Petition/Complaint:

1-800 Board Up of the Central San Joaquin Valley; Registered Process Server; \$130.00

Rafael Ayala; Registered Process Server; \$130.00

Receivership Petition:

1-800-Board Up of the Central San Joaquin Valley; Registered Process Server; \$119.00

(If the item that this Attachment concerns is made under penalty of perjury, all statements in this Attachment are made under penalty of perjury.)

Page 1 of 1

(Add pages as required)

DOWLING | AARON
I N C O R P O R A T E D
ATTORNEYS AND COUNSELORS AT LAW

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P: 559.432.4500 | F: 559.432.4590
www.dowlingaaron.com

WRITER'S E-Mail:
aslater@dowlingaaron.com

File No. 19886-002

June 10, 2020

VIA E-MAIL AND U.S. MAIL
councilmeetingcomments@ciporterville.ca.us;
ajones@silverwrightlaw.com

City of Porterville – City Council
Amanda Jones, Esq.
SILVER & WRIGHT LLP
3 Corporate Park, Suite 100
Irvine, California 92606

Re: Nuisance Abatement and Code Enforcement Cost Recovery Invoice and Notice of
Hearing - Objection to Special Assessment Charges
Property Address: 472 North Villa Street, Porterville, California 93257
Property Owner: Ramon Vargas
Hearing Date: June 16, 2020 at 6:30 p.m.

Dear City Council Members:

Thank you for providing my client, Ramon Vargas, the opportunity to respond to the Special Assessment Charges being sought by the City of Porterville. Throughout this entire process, Mr. Vargas has wanted nothing more than the ability to have his voice heard by the City and to explain the barriers he has had to conquer in order to abate the subject property. The below shares with you Mr. Vargas' side of the story, so to speak, and presents legal authority for his position regarding the assessment asserted by the City. We plan on attending the City Council meeting on June 16, 2020, via telephone, to further explain the situation and address any additional questions or concerns of the City Council. This objection is in response to the Nuisance Abatement and Code Enforcement Cost Recovery Invoice and Notice of Hearing (Exhibit A hereto), the Notice of Pendency of Action to Abate Nuisance (Exhibit B hereto), and the Declaration of attorney (Special Counsel) Amanda Jones dated May 6, 2020 (Exhibit C hereto). For reference and information, the property has been remediated and current photographs of the property are attached hereto as Exhibit D.

Factual Background:

On October 7, 2015, the City of Porterville recorded a Notice of Pendency of Action to Abate Nuisance against the property in question, 472 N. Villa Street, Porterville. See Exhibit B.

The Notice referenced the objectionable condition of the property, which had experienced a catastrophic fire, and the existence of a pending lawsuit, “...a nuisance abatement action ... has been initiated by the City of Porterville ... against the herein described parcel of real property.” The Notice is presumably the instrument upon which the City bases its right to this Special Assessment Hearing, as there are no other recorded notices by the City on record title to the property. The Notice was recorded roughly 18 months prior to Mr. Vargas purchasing the property.

As stated in its text, the Notice was recorded in conjunction with a lawsuit filed by the City to enforce its Abatement or Repair Order that was previously posted on the property on or about September 29, 2015. At the time the Order was posted on the property, the property was owned by Rafael Ayala. It appears from record title that Mr. Ayala Quitclaimed the property to Emanuel Andamo on November 3, 2015, shortly after the Order was posted on the property, presumably in an attempt to avoid responsibility/liability for the condition of the property.

As part of its then pending lawsuit, the City applied for and the court appointed a receiver, Mark Adams, to manage the repair or abatement of the property. The Receiver tried, but ultimately failed, to find a lender to fund the repair of the property via a process called a Receiver Certificate (basically a loan to make the repairs secured by the property and paid back through the sale of the property). The Receiver also attempted to arrange a private sale of the property to a buyer able to make the necessary repairs to the property, but was rebuffed by the Judge, who order a public sale of the property. Ultimately, The court ordered the owner, Emanuel Andamo, responsible to fund the repair of the property and that if he could not afford to do so, the property was to be sold at a public sale. See the letter sent to Mr. Andamo in response to the court order attached hereto as Exhibit E. Mr. Andamo did not respond to the letter demanding payment and the Receiver put the property out to public sale.

On April 28, 2017, Ramon Vargas purchase the property at a Trustee’s sale for \$31,500.00, of which \$4,999.99 was later refunded. It is important to note that the purchase price represents only roughly 1/3 of the \$76,101.39 the City is currently seeking from Mr. Vargas.

Following the sale of the property, the Receiver and the Special Counsel¹ split the sale proceeds, which after expenses totaled \$19,194.37, each receiving \$9,597.19. See Discharge of Receiver Order dated August 14, 2017, attached hereto as Exhibit F. *Ms. Jones’ declaration makes no accounting for these monies received by the City which should have been applied to any attorneys’ fees or court cost incurred as part of that lawsuit.* The case was dismissed following the discharge of the Receiver.

¹ “Special Counsel” as referred to herein refers to various attorneys at the law office of Silver & Wright including the declarant Amanda Jones.

It is noteworthy that in July of 2017, just prior to the Receiver being discharged, the City claimed the Receiver, not Mr. Andamo, was responsible to paying some \$30,371.10 in fees and costs it had incurred to date. See the demand letter sent by Special Counsel to Mr. Adams attached hereto as Exhibit G. Special Counsel's rational at the time was that it was the prevailing party in its motion to have the Receiver appointed. It is unknown to Mr. Vargas whether Mr. Adams paid the City anything, if he did it should also have been applied to the fees and cost claimed by Ms. Jones. More importantly, Special Counsel now claims the money for its fees and costs is owed by Mr. Vargas, ***who was not involved in the lawsuit, instead of Mr. Adams.*** Not only is that nonsensical, but how can Special Counsel reconcile these two positions?

Immediately following his purchase of the Property, Mr. Vargas undertook to repair and improve the Property. On May 1, 2017, Mr. Vargas had the water and sewer service set up under his name. On June 21, 2017, Mr. Vargas submitted and obtained a Demolition Permit Release with the San Joaquin Valley Unified Air Pollution Control District. On June 27, 2017, Mr. Vargas faxed an Application for Permit/Plan Check to the City of Porterville with his proposed improvements to the Property. At the time, Mr. Vargas intended to make the improvements himself.

Mr. Vargas continuously worked with the City of Porterville with regard to finalizing his permits/plans until July of 2018, when he received a Correction Notice. A copy of the Correction Notice is attached hereto as Exhibit H. The Correction Notice indicated that Mr. Vargas would need to obtain and show proof of Workers Compensation Insurance in order to continue the improvements on his own.² At that point Mr. Vargas was forced to halt his improvements and the permit/plans process.

Obtaining the proper insurance proved to be very difficult for Mr. Vargas. He was not able to obtain the proper insurance until February of 2019. By that time, Mr. Vargas had decided it would be easier to simply hire a contractor to make the improvements. On February 20, 2019, Mr. Vargas was prepared to contract with contractor Eduardo Gutierrez for the construction of the improvements of the Property. Unfortunately, the contract was not executed by Mr. Vargas as the City filed an Ex Parte Application to Reappoint the Receiver on or about February 6, 2019.

The City's Application sought the reappointment of a receiver (although not Mr. Adams) as well as some \$31,000 in costs and fees incurred, the same fees and costs it previously asserted were the responsibility of receiver Mark Adams. The Application was filed as a *reappointment* of receiver under the previous Andamo lawsuit's case number as opposed to a new lawsuit seeking the *appointment* of a receiver. The Application named only the previous owner of the property, Mr. Andamo and 1-800 Board Up of the Central Valley (presumably a lien holder against the property), but did not name Ramon Vargas as a party, despite the fact that Special Counsel was

² It is unclear why the City required Mr. Vargas to obtain workers compensation insurance if he did not have employees working on the improvements.

well aware that Mr. Vargas was the owner of the property and served him with the Reappointment Application papers. At the ex parte hearing, the court continued the City's application out to September requiring it to name Mr. Vargas as a party to lawsuit as he is the owner of the property.

At all times during which Special Counsel has pursued Mr. Vargas, they have refused to provide any meaningful description of the costs and fees for which they were seeking reimbursement. Despite numerous, numerous requests and formal discovery in the Reappointment Application. Ms. Jones' declaration is the first time Special Counsel has provided any information regarding the fees and costs incurred. It is now apparent why. Also, during the course of the Application to Reappoint the Receiver, Mr. Vargas made several attempts to negotiate a reduction of the amount the City was seeking, structure a payment plan, or have the money paid through the sale of the property. All of his attempts to negotiate a settlement were rebuffed. Special Counsel also ordered Mr. Vargas to cease all efforts to remediate the property from the time he was served with the Application, in February of 2019, until the hearing on the Application, set for September 30, 2020. Thus, during this time period, Mr. Vargas was unable to perform any repairs or remediation to the property despite being ready, willing and able to do so.

At the hearing on September 30, 2019, the court denied the City's Application finding that at the conclusion of the original case, the court did not retain jurisdiction (keep the case active) to later reappoint the receiver if repairs were not made. In layman's terms, the court found that Special Counsel should have filed a new case and sought the appointment of a receiver anew, and not applied to have a receiver reappointed in the previous Andamo case. Again, the Application was denied.

Following the denial, the City did not attempt to file a new case to have a receiver appointed and there is no current pending action against the property. In fact, Special Counsel ceased nearly all communication with counsel for Mr. Vargas at that time. Despite the lack of any pending lawsuit (or "action"), Special Counsel has refused to remove the Notice of **Pendency** of Action to Abate Nuisance. With no action pending, the Notice is a cloud on title to the property and potential a slander of Mr. Vargas' property, rendering it impossible for Mr. Vargas to sell the property. As stated above, and shown by the photos, the property has been fully remediated.

Costs and Expenses Breakdown:

Attached as Exhibit I is spreadsheet breaking down the costs and expenses identified in Special Counsel Ms. Jones' Declaration. The costs and expenses are broken down into four categories as they pertain to key discussion points of this matter: (1) actual costs incurred by the City of Porterville (litigation court costs and inspection of the property costs); (2) Special Counsel attorneys' fees related to the Andamo lawsuit; (3) Special Counsel attorneys' fees related to the Vargas reappointment application; and (4) Special Counsel attorneys' fees that span both actions or are not specified in the declaration.

With the caveat that the costs/expense do not match the \$76,101.39 subject to the assessment, due to the difficulty I had in trying to filter out the various charges, here are roughly how those categories break down:

City Costs:	\$7,917.05
SC Fees Andamo:	\$21,679.10
SC Fees Vargas:	\$37,532.00
SC Fees Unspecified:	\$13,458.30

Obviously, the vast majority of the monies sought to be assessed are attorneys' fees and about half stem from the City's Application to Reappoint the Receiver, which it lost. See below as to why these attorneys' fees are not recoverable against Mr. Vargas.

Legal Argument:

Special Counsel's analysis with regard to the City's ability to collect attorneys' fees and court costs is incorrect. Of the utmost importance, the City is not entitled to an award of attorneys' fees and court costs against Mr. Vargas. Under the Health & Safety Code, the City is only entitled to recover attorneys' fee and court costs if it is the prevailing party in a lawsuit and only entitled to collect said fees and costs from the non-prevailing party, not a successor-in-interest of a non-prevailing party. (H&S Code Section 17980.7(11).)

With regard to the Andamo lawsuit, Mr. Vargas was not a party to that lawsuit. To the extent the City was the prevailing party in the Andamo lawsuit, it could have sought an award of its attorneys' fees and court costs against Mr. Andamo, and then sought to collect said fees and costs from him. To Mr. Vargas' knowledge, Special Counsel did not pursue such an order of the court against Mr. Andamo. Even if it did, those fees and costs would have been recoverable only against Mr. Andamo, or, made part of judgment lien that could have been recorded against the property. No such judgment lien was pursued and there is no such judgment lien against the property. Moreover, regardless as to whether the City is entitled to recover its fees and costs from the Andamo lawsuit, no such amount of fees and costs were ever added to the Notice of Pendency of Action to Abate Nuisance which perhaps would have provided Mr. Vargas with either actual or constructive notice of the amount claimed by the City. Without such notice, Mr. Vargas cannot be held liable to the City for these fees and costs as it would be a violation of his right to due process.

With regard to the City's application to have the receiver *reappointed*, the City was not the prevailing party in that lawsuit, its application was denied. (H&S Code Section 17980.7(11).) It is as simple as that. Because the City was not the prevailing party, under the law it has no basis to recover its fees and costs against Mr. Vargas, or anyone.

While the above very simply states the reasons why the City is not able to recover its attorneys' fees and costs from Mr. Vargas, there are other issues with Special Counsel's reliance on the Health & Safety Code.

Health & Safety Code Section 17980.2, relied upon by Special Counsel, states in relevant part:

“(b) The enforcement agency ... may record a lien against the real property on which the building is located for the ***expenses necessarily incurred in the execution of the abatement order, for work done in carrying out the abatement order, and for the costs incurred by the county recorder in recording the lien.*** ... Liens authorized by this subdivision ***shall specify the amount of the lien,*** the name of the agency or agencies on whose behalf the lien is imposed, the date of the abatement order or the order of the court which required the work to be done, ... and the legal description assessor's parcel number, and the record owner of the real property.”
(Emphasis added.)

The language of the statute creates several problems for Special Counsel.

First, pursuant to Ms. Jones' declaration, of the \$76,101.39 all but \$2,123 (which are identified in the declaration as the City's inspection costs) are attorneys' fee and court costs. See the Costs and Expenses Spreadsheet attached hereto as Exhibit I. The statute does not provide for a lien against the property for attorneys' fees and court costs, only, “... for the expenses necessarily incurred in the execution of the abatement order, for work done in carrying out the abatement order, and for the costs incurred by the county recorder in recording the lien...” Therefore, the City is not entitled to a lien or assessment for its attorneys' fees and costs.

Second, the City's lien, presumably the Notice of Pendency of Action to Abate Nuisance³, does not contain all the required information, notably, *the amount of the lien*. It is fundamental to any constructive notice or due process claim made by Special Counsel that a subsequent bona fide purchaser be provided notice of any potential cloud on title to the property. Here, in violation of the statute, even if the Notice is considered a lien, Mr. Vargas was provided no notice, constructive or actual, of the amount of the lien, rendering it unenforceable against him.

³ It should be noted the Notice is not technically a lien, but it appears from the Cost Hearing Invoice and other communications that the Special Counsel is claiming a lien based on this document. If not, then there is clearly no lien against the property for such expenses, fees, costs, etc. and there is no basis for this hearing.

Finally, if the City wanted to seek a lien against the property for its attorneys' fees and court costs incurred in its previous lawsuit against Mr. Andamo it could and should have done so, it did not. See H&S Code Section 17980.2(c):

“Whenever the enforcement agency has incurred expense for which payment is due under this section ... ***the enforcement agency may institute and maintain a suit against the owner of the building, and may recover the amount of that expense. ... Upon the awarding of a money judgment in any action authorized by this section, until the same is paid or discharged, the judgment shall be a lien like other judgments...***” (Emphasis added.)

For whatever reason, in the previous lawsuit against Mr. Andamo, Special Counsel did not pursue this remedy. The City is not entitled to retroactively seek those fees and costs from Mr. Vargas, who was not a party to that lawsuit and did not own the property at the time.

Further, the fact that Special Counsel did not remove the Notice of Pendency of Action to Abate Nuisance from title to the property following the resolution of the case against Mr. Andamo is a violation of the law:

“The enforcement agency shall record a notice of final disposition of any action or proceeding in the county recorder’s office where the property affected by the action or proceeding was recorded immediately following final resolution of the action or proceeding.” (H&S Code Section 17985(b).)

Special Counsel was required to record a notice of final disposition of the Andamo lawsuit negating the Notice of Pendency of Action to Abate Nuisance, or simply remove the Notice, at the conclusion of that lawsuit. It did not, despite several requests from counsel for Mr. Vargas to do so, and still remains a cloud on title.

Finally, I would like to address two cases cited by Special Counsel in her declaration.

Los Angeles County Bd. of Supervisors v. Superior Court (2016) 2 Cal. 5th 282, 282 – Special Counsel asserts that this case stands for the proposition that its attorney billing records related to the Andamo and the Vargas lawsuit are privileged and cannot be attached to her declaration. The case cited by Ms. Jones holds, as Special Counsel states, attorney billing records are protected by the attorney-client privilege ***while litigation is pending or active***. This makes sense as billing records in a pending case may provide insight into protected strategy or strengths and weaknesses of a case. It is undisputed that the Andamo lawsuit is inactive and the Vargas application was denied as a result of the Andamo matter being inactive. Therefore, this case does

City of Porterville – City Council
Amanda Jones, Esq.
June 10, 2020
Page 8

not protect the actual billings and records from being produced and, in fact, specifically states such billings and records are not protected.

City and County of San Francisco v. Kihagi (2019) WL 2462751 – Special Counsel cites this case for the proposition that the City is entitled to a “multiplier” of its recoverable attorneys’ fees and court costs as they were undercharged. First, this case is what we in the legal practice refer to as an unpublished opinion, meaning it cannot be cited as precedent. Therefore, it has no authority in this matter. Second, in that cited case the City of San Francisco was entitled to an award of attorneys’ fees and court costs as it was the prevailing party in the action. Here, as shown above, the City of Porterville chose not to pursue attorneys’ fees and costs in the Andamo matter and was the non-prevailing party in the Vargas matter.

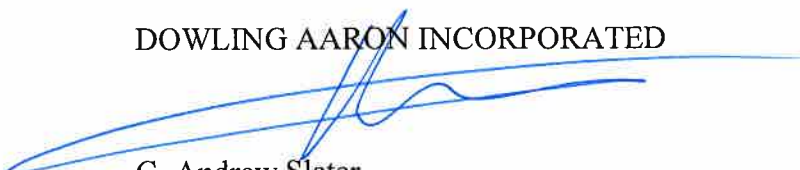
Conclusion:

As you know, Mr. Vargas has filed a lawsuit against the City related to the assessment that is the subject of this hearing. It has always been Mr. Vargas’ hope that this matter can be resolved short of litigation. However, to date, he has had little to no cooperation from Special Counsel with regard to negotiating a resolution despite the many, many issues the City will have in trying to support its position in a court of law. As you can see, the City has greatly overstated the amount it can ever hope to recover as part of any assessment. Hopefully, this hearing and Mr. Vargas’ objection can reignite discussions about how to solve this matter short of litigation. I look forward to working with you to that end.

If there is any other information or documentation that I can provide prior to the hearing please do not hesitate to ask.

Very truly yours,

DOWLING AARON INCORPORATED



G. Andrew Slater

GAS:nmj
Enclosures
cc: Mr. Ramon Vargas

Exhibit A



**NUISANCE ABATEMENT AND CODE ENFORCEMENT
COST RECOVERY
INVOICE AND NOTICE OF HEARING**

DELIVERED VIA POSTING ON THE NUISANCE PROPERTY, FIRST-CLASS MAIL

Date: February 14, 2020

Nuisance Property: 472 North Villa Street
Porterville, California 93257
APN 252-080-052-000

Abatement Costs: \$76,101.39

Payment Deadline: March 30, 2020 (45 days)

Payment Address: Porterville Community Development Department, 291 North Main
Street, Porterville, California 93257.

Council Hearing Date & Time: April 7, 2020 at 6:30 p.m.

Council Hearing Location: Porterville City Hall Council Chambers, 291 North Main
Street, Porterville, California 93257.

Interested Parties:

Ramon Vargas
11627 RD 168
Porterville, California

G. Andrew Slater
8080 N. Palm Avenue, Third Floor
Fresno, California 93711
Attorney for Defendant Ramon Vargas

To All Interested Parties:

NOTICE IS HEREBY GIVEN that, pursuant to the Porterville Municipal Code ("PMC") and the California Government Code, the City of Porterville ("City") hereby seeks to recover its fines, costs, expenses, fees, and attorneys' fees ("Abatement Costs") incurred as part of the City's



nuisance abatement enforcement efforts against the parcel of real property located at 472 North Villa, Porterville, California 93257, APN 252-080-052-000 ("Nuisance Property").

The City's unpaid Abatement Costs in this matter total **\$76,101.39**. You must pay the balance owed to the City no later than the close-of-business on the 45th day after the mailing of this Invoice. Payment should be remitted to the attention of **Ms. Julie Phillips at the Community Development Department located at 291 North Main Street, Porterville, California 93257**. Checks must be made payable to the "City of Porterville".

NOTICE IS FURTHER GIVEN that if the Abatement Costs are not paid in full as required by law, they will remain a personal obligation of the liable parties, but a lien or special assessment may also be recorded and charged against the Nuisance Property. As required by State law, notice is hereby given that the Nuisance Property may be sold after three years by the tax collector for unpaid delinquent assessments.

NOTICE IS FURTHER GIVEN that, on April 7, 2020 at 6:30 p.m., the City will consider the Abatement Costs and determine whether to confirm placement of these costs on the Nuisance Property as a lien or special assessment. Any party with a legal interest in the Nuisance Property may appear at the City Council hearing on April 7, 2020, at the Porterville City Hall Council Chambers located at 291 North Main Street, Porterville, California 93257, to contest the amount of these Abatement Costs. Failure to appear at the City Council hearing to contest the amount shall constitute a failure to exhaust your administrative remedies and a waiver of your right to dispute this Invoice and the Abatement Costs.

If you have any questions regarding this Invoice, please contact the undersigned.


Julie Phillips
Community Development Manager
City of Porterville
559-782-7460

Exhibit B

Recording requested by:
CITY OF PORTERVILLE

When recorded return to:
Ruthann Elder, Esq.
Attorney for City of Porterville
SILVER & WRIGHT LLP
3350 Shelby Street, Suite 250
Ontario, California 91764

2015-0060625

Recorded
Official Records
County of
Tulare
ROLAND P. HILL
Clerk Recorder

REC FEE 0.00

08:01AM 07-Oct-2015 LC Page 1 of 16

This instrument is recorded at the request of the CITY OF PORTERVILLE, a California municipal corporation, pursuant to Government Code sections 27297 and 38773.5(e), and Health and Safety Code section 17985.

This instrument is exempt from recording fees pursuant to Government Code section 27383.

NOTICE OF PENDENCY OF ACTION TO ABATE NUISANCE

Assessor's Parcel Number:
252-080-052-000

Commonly Known As:
472 North Villa Street
Porterville, CA 93257

1 CURTIS R. WRIGHT, SBN 273323
RUTHANN M. ELDER, SBN 292296
2 RElder@SilverWrightLaw.com
SILVER & WRIGHT LLP
3 3350 Shelby Street, Suite 250
Ontario, California 91764
4 Phone: 949-385-6431
Fax: 949-385-6428

Exempt from recording fees pursuant to
Government Code section 27383.

5 Attorneys for City of Porterville
6
7

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF TULARE
10

11 IN THE MATTER OF THE PARCEL OF REAL
PROPERTY LOCATED AT:
12

13 472 North Villa Street
Porterville, California 93257
14 APN 252-080-052-000
15

NOTICE OF PENDENCY OF ACTION TO
ABATE NUISANCE

1 **NOTICE OF PENDENCY OF ACTION TO ABATE NUISANCE**

2

3 NOTICE IS HEREBY GIVEN THAT, pursuant to State and local laws, a nuisance abatement

4 action ("Action") has been initiated by the City of Porterville ("City") against the herein described

5 parcel of real property ("Subject Property"). This Action may include administrative, criminal, and/or

6 civil proceedings to abate the nuisances on the Subject Property. Pursuant to State and local laws, all

7 costs, expenses, and fees, including attorneys' fees and receiver's certificates, of abating the nuisances

8 on the Subject Property may become a personal liability of all owners and responsible parties and may

9 become a first-priority lien or special assessment against the Subject Property that will take priority

10 over all other interests in the Subject Property.

11 On September 29, 2015, the City issued a Notice And Order To Repair Or Abate that is

12 attached hereto as Exhibit A and is incorporated herein by reference.

13

14 **Subject Property**

15 Owners: Rafael Ayala

16 APN: 252-080-052-000

17 Address: 472 North Villa Street, Porterville, CA 93257

18 Legal Description:

19 PARCEL 1:

20 THAT PORTION OF THE WEST HALF OF LOT 103 OF PIONEER LAND COMPANY'S

21 FIRST SUBDIVISION IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE

22 OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 3, PAGE 34 OF MAPS, TULARE

23 COUNTY RECORDS, DESCRIBED AS FOLLOWS:

24

25 BEGINNING AT THE NORTHWEST CORNER OF SAID LOT; THENCE EAST ALONG

26 THE NORTH LINE THEREOF, 68 FEET THENCE SOUTH PARALLEL TO THE WEST

27 LINE OF SAID LOT, 94 FEET; THENCE WEST PARALLEL TO THE NORTH LINE OF

28

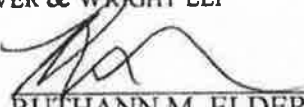
1 SAID LOT, 68 FEET TO THE WEST LINE THEREOF; THENCE NORTH ALONG SAID
2 WEST LINE, 94 FEET TO THE POINT OF BEGINNING.

3
4 PARCEL 2:

5 THE SOUTH 69 FEET OF THE NORTH 163 FEET OF THE WEST 68 FEET OF LOT 103,
6 OF PIONEER LAND COMPANY'S FIRST SUBDIVISION IN THE CITY OF
7 PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA, AS PER MAP
8 RECORDED IN BOOK 3, PAGE 34 OF MAPS, TULARE COUNTY RECORDS.
9

10 Date: September 30, 2015

SILVER & WRIGHT LLP

11 By: 

12 RUTHANN M. ELDER
13 Attorney for City of Porterville
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SILVER & WRIGHT LLP

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EXHIBIT A

NOTICE AND ORDER TO REPAIR OR ABATE



LEGAL NOTICE AND ORDER TO REPAIR OR ABATE

[Issued pursuant to Health and Safety Code section 17980 et sequentes.]

DELIVERED VIA POSTING ON SUBJECT PROPERTIES AND FIRST CLASS MAIL TO INTERESTED PARTIES

Dated: September 29, 2015

Subject Properties:

472 North Villa Street
Porterville, California 93257
APN 252-080-052-000

Compliance Initiation Deadline: October 9, 2015 (10 days)
Compliance Completion Deadline: October 29, 2015 (30 days)

Interested Parties:

Rafael Ayala
1109 North Cobb
Porterville, California 93257

Rafael Ayala
472 North Villa Street
Porterville, California 93257

1-800 Board Up Of The Central San
Joaquin Valley
799 West Marinette Avenue, Unit B
Exeter, California 93221



LEGAL NOTICE AND ORDER TO REPAIR OR ABATE

To All Interested Parties:

This Legal Notice and Order to Repair or Abate ("N&O") is issued pursuant to Health and Safety Code sections 17980 et sequentes. It has been determined by building and code enforcement officials for the City of Porterville ("City") that the parcel of real property located at the addresses and Assessor's Parcel Number ("APN") identified above ("Subject Property") contain unlawful conditions that constitute public nuisances and pose a substantial danger to the health, safety, and general welfare of the occupants, the surrounding community, and the public. These unlawful conditions are in violation of multiple provisions of law, including, but not limited to, the California Health and Safety Code ("H&S"), the California Building Standards Code ("CBSC") codified in Title 24 of the California Code of Regulations, the California Building Code ("CBC"), the California Residential Code ("CRC"), the California Fire Code ("CFC"), the California Electrical Code ("CEC"), the California Plumbing Code ("CPC"), the California Mechanical Code ("CMC"), the Uniform Housing Code ("UHC"), the Uniform Code for the Abatement of Dangerous Buildings ("ADB"), and the Porterville Municipal Code ("PMC").

The following unlawful conditions were identified during an inspection of the Subject Properties on or around September 2, 2015 (this may not be an exhaustive list of all violations and the City retains the right to identify further violations as they are discovered):

Residential Structure

1. **Extensive Fire Damage.** A large portion of the residence, including the family room, garage, and roof, have been extensively damaged by fire, which needs immediate repair to restore the fire resistive construction. The fire damage compromises the structural integrity of the roof, walls, and ceilings and exposes occupants to health and safety hazards. These conditions pose a substantial risk for residents, occupants, and the public. (H&S § 17920.3(b)(2), (b)(4), (b)(6), (m); CBC § 116.1; CFC § 701.2, ADB § 302(4), (12); PMC §§ 7-1, 7-80, 18-26, 613.03.)
2. **Unsafe Dilapidated Roof.** Repair or replace missing or damaged roof elements to meet building code standards. The dilapidated roof creates a collapse hazard to occupants, and allows for water and insect intrusion that will create further extreme health and safety dangers. (H&S, § 17920.3(b)(1), (b)(2); CBC, § 116.1; CFC, §§ 110.1.1, 701.2; ADB, § 302(5), (8), (9), (13); UHC, § 1001.3; PMC, §§ 7-1, 7-80, 7-101, 18-26, 613.03.)



LEGAL NOTICE AND ORDER TO REPAIR OR ABATE

3. **Missing Roof Covering.** The roof sheeting and roof covering over the family room and garage has been completely destroyed by fire. A lack of proper covering has allowed the elements to invade the structure and place the already damaged structure in danger. (H&S, § 17920.3(b)(1), (b)(2); CBC, § 116.1; CFC, §§ 110.1.1, 701.2; ADB, § 302(5), (8), (9), (13); UHC, § 1001.3; PMC, §§ 7-1, 7-80, 7-101, 12-1.1, 18-26, 613.03.)
4. **Unsafe Dilapidated Ceiling.** The interior of the residence contains severely dilapidated ceilings, which must be repaired and repainted. The dilapidated ceilings create a collapse hazard to occupants, and allows for water and insect intrusion that will create further extreme health and safety dangers. (H&S, § 17920.3(b)(1), (b)(2); CBC, § 116.1; CFC, §§ 110.1.1, 701.2; ADB, § 302(5), (8), (9), (13); UHC, § 1001.3; PMC, §§ 7-1, 7-80, 7-101, 12-1.1, 18-26, 613.03.)
5. **Unsafe Dilapidated Floors.** The building contains inadequate, damaged, or missing flooring that needs to be repaired or replaced to meet building code standards to prevent tripping and falling hazards. (H&S, § 17920.3(b)(1), (b)(2); CBC, § 116.1; CFC, §§ 110.1.1, 701.2; ADB, § 302(2), (5), (8), (9), (13); UHC, § 1001.3; PMC, §§ 7-1, 7-80, 7-101, 12-1.1, 18-26, 613.03.)
6. **Unsafe Dilapidated Interior Walls.** Interior walls contain holes, cracks, extreme signs of fire damage, and lack proper paint. All walls need to be repaired or replaced sufficient to building code standards, including, but not limited to, restoration of missing or damaged baseboards, abating exposed insulation, and repainting. The dilapidated walls present a fire danger due to insufficient fire control and retardation. The dilapidated walls also allow for water and insect intrusion and will lead to the spread of disease. (H&S, § 17920.3(b)(1), (b)(2); CBC, § 116.1; CFC, §§ 110.1.1, 701.2; ADB, § 302(9), (13); UHC, § 1001.3; PMC, §§ 7-1, 7-80, 7-101, 12-1.1, 18-26, 613.03.)
7. **Porch at Risk of Collapse.** The covered porch on the rear of the house has been damaged by fire and is at risk of collapse. Remove the covered porch to prevent collapse and possible injury. (H&S, § 17920.3(b)(1), (b)(6); CBC, § 116.1; CFC, §§ 110.1.1, 701.2; ADB, § 302(5), (8), (9), (13); UHC, § 1001.3; PMC, §§ 7-1, 7-80, 7-101, 12-1.1, 18-26, 613.03.)
8. **Unmaintained and Dilapidated Materials of Construction.** All materials of construction for the building must be repaired and maintained in good and safe condition sufficient to meet building code standards. The dilapidated materials create extreme hazards and could lead to collapse. (H&S, § 17920.3(i); CBC, § 116.1; ADB, § 302(9), (16); UHC, § 1001.10; PMC, §§ 7-1, 7-80, 18-26, 613.03.)



LEGAL NOTICE AND ORDER TO REPAIR OR ABATE

9. **General Dilapidation and Improper Maintenance.** The entire Subject Property, including the dwelling and back shed, is manifestly unsafe due to general dilapidation and improper maintenance. Exposed electrical wiring; lack of utilities; dilapidated floors, walls, roof and ceilings; unsanitary conditions; fire hazards; and lack of proper kitchen and bathroom facilities make the Subject Property uninhabitable. Once all repairs are made, the building needs to be properly maintained. (H&S, § 17920.3(a)(13); CBC, § 116.1; PMC, §§ 7-1, 18-26.)
10. **Insufficient Clearance Between Combustible Materials and Appliances.** Provide greater clearance between heat producing appliances and combustible materials. Insufficient clearance between combustibles and appliances increases the likelihood of fire catching and spreading throughout the building. (H&S, § 17920.3(h); CFC, § 305.1; ADB, § 302(9), (16); UHC, § 1001.9; PMC, §§ 7-1, 7-80, 7-101, 12-1.1, 12-3.4.)
11. **Fire Hazards.** The Subject Property contains a large amount of combustible debris and fire debris that need to be cleared. Fire hazards from combustible debris, exposed electrical wiring and overgrown or dead/dry vegetation must be abated. (H&S, § 17920.3(h); CBC, § 116.1; CFC, §§ 110.1.1, 701.2; UHC, § 1001.9; PMC, §§ 7-1, 7-9, 7-80, 7-101, 12-1.1, 12-3.4.)
12. **Junk and Debris Creating Fire Hazard.** The building is full of junk and debris including abandoned mechanical equipment, furniture, and discarded construction materials. All junk and debris must be cleared from the building to reduce the fire and health hazards. Accumulation of junk and debris can serve as a harborage for vermin, which spread illness and damage property. Excess debris also facilitates the spread of fire and places occupants and neighbors in peril. (H&S, § 17920.3(g); CBC, § 116.1; ADB, § 302(9), (16); UHC, § 1001.9, 1001.11; PMC, §§ 7-1, 7-80, 7-101, 12-3.4, 13-4, 18-26, 613.03.)
13. **Lack of Hot and Cold Running Water.** The building lacks hot and cold running water to plumbing fixtures. All residential structures must have access to running water in order to be habitable. (H&S, § 17920.3(a)(1), (a)(5), (k); CBC, § 116.1; CPC, § 601.1; UHC, § 1001.2; PMC, §§ 7-1, 7-6, 7-101, 613.03.)
14. **Exposed Electrical Wiring.** Exposed wiring poses a significant risk of electrical shock or fire. Abate all exposed wiring and replace missing light fixtures. Exposed wiring increases the risk of fire starting and places the lives and property of neighboring properties in danger. (H&S, § 17920.3(d); CBC, § 116.1; ADB, § 302(13), (16); UHC, § 1001.5; PMC, §§ 7-1, 7-9, 7-80, 7-101, 12-3.4, 18-26, 613.03.)



LEGAL NOTICE AND ORDER TO REPAIR OR ABATE

15. **Damaged Electrical Wiring.** A fire has severely damaged the electrical wiring throughout the residence to such an extent that it must be removed and replaced. Damaged wiring increases the risk of fire and electrical shock and is hazardous to the health of any occupants. (H&S, § 17920.3(e); CBC, § 116.1; ADB, § 302(9), (13); UHC, § 1001.5; PMC, §§ 7-1, 7-9, 7-80, 7-101, 12-3.4, 18-26, 613.03.)
16. **Unpermitted Building Addition.** The covered porch on the east side of the house appears to have been constructed without first obtaining proper permits. In addition, the porch has been constructed in a fire setback area and must be removed. (H&S, § 17920.3(c); CBC, §§ 105.1, 116.1; ADB, § 302(13); UHC, § 1001.1; PMC, §§ 7-1, 7-76, 7-80, 7-101, 613.03.)
17. **Inadequate Kitchen Facility.** Kitchen cabinetry lacks coverings or doors, leaving numerous items exposed and accessible. Replace and repair kitchen cabinetry. Properly functioning cooking appliances must be provided. (H&S, § 17920.3(a).)
18. **Missing or Exposed Electrical Switches and Outlets.** Replace all missing or damaged electrical switch and outlet covers to meet building code standards. Missing or exposed electrical switches increases the risk of electrical shock to occupants using the switches and outlets. (H&S, § 17920.3(a); CBC, § 116.1; ADB, § 302(13), (16); UHC, § 1001.5; PMC, §§ 7-1, 7-9, 7-80, 7-101, 18-26, 613.03.)
19. **Missing Light Fixtures.** Replace all missing light fixtures and components to meet building code standards. Exposed light fixtures increases the likelihood of an occupant being harmed from electrical shock. (H&S, § 17920.3(a), (c); CBC, § 116.1; ADB, § 302(13); UHC, § 1001.5; PMC, §§ 18-26, 7-1, 7-9, 613.03.)
20. **Lack of Electricity.** The building lacks required electrical lighting. Electricity is a necessary component of all habitable buildings. (H&S, § 17920.3(a); CBC, § 116.1; ADB, § 302(13); UHC, § 1001.2; PMC, §§ 7-1, 7-9, 7-80, 7-101, 18-26, 613.03.)
21. **Exposed Plumbing.** Abate all exposed or damaged plumbing inside and outside the premises. Exposed plumbing is unsanitary and increases the chance of the plumbing deteriorating due to exposure. (H&S, § 17920.3(e); CBC, § 116.1; ADB, § 302(9), (13); UHC, § 1001.6; PMC, §§ 7-1, 7-6, 7-80, 7-101, 18-26, 613.03.)
22. **Damaged Plumbing.** A fire has severely damaged the plumbing throughout the residence to such an extent that it must be removed and replaced. (H&S, § 17920.3(e); CBC, § 116.1; ADB, § 302(9), (13); UHC, § 1001.6; PMC, §§ 7-1, 7-6, 7-80, 7-101, 18-26, 613.03.)



LEGAL NOTICE AND ORDER TO REPAIR OR ABATE

23. **Inadequate Bathrooms.** Repair and clean the dwelling bathroom to meet building and plumbing code standards, including repairing all wall paneling, repairing all bathroom tiling and grouting, repairing broken sinks and toilets, and removing all garbage and debris blocking access. (H&S, § 17920.3(a); CBC, §§ 116.1, 2902.3; CPC, § 422.4; UHC, § 1001.2; PMC, §§ 7-1, 7-6, 7-101, 613.03.)
24. **Faulty Weather Protection.** Repair all broken or missing windows, repair all openings in the roof allowing the elements inside the building, and repaint the exterior and interior of the building. Faulty weather protection allows moisture and heat to enter the building, which may undermine the buildings construction and allows for the spread of mold. (H&S, § 17920.3(g); CBC, § 116.1; ADB, § 302(8), (9), (13); UHC, § 1001.8; PMC, §§ 7-1, 7-80, 7-101, 18.26, 613.03.)
25. **Insufficient Exit Facilities.** Doors and/or doorframes are missing or damaged and must be repaired or replaced to meet building code standards. (H&S, § 17920.3(l); CBC, § 116.1; UHC, § 1001.12; PMC, §§ 7-1, 12-3.4, 613.03.)
26. **Unsecured Building.** The building is unsecured from nefarious activities, trespassers, vagrants, children, and criminals. Secure the building properly, including, but not limited to, proper boarding and locking. Unsecured buildings invite inquisitive children and transients and places the building, the occupants, and neighbors at risk of harm. (CBC, § 116.1; ADB, § 302(12); PMC, §§ 7-1, 7-80, 18-80, 613.03.)
27. **Missing Insulation.** The building lacks proper insulation, which must be installed to meet building code standards. Insulation provides proper temperature protection to any and all occupants. Failure to install requisite insulation prevents the building from staying cool during hot days, and hot during cool seasons. (H&S, § 17920.3(c); CBC, § 116.1; ADB, § 302(13); PMC, §§ 7-1, 7-80, 613.03.)
28. **Exposed Insulation.** All exposed insulation must be abated. Repair walls and other components to prevent insulation exposure. Exposed insulation poses a risk of falling and injuring occupants. It also allows moisture to get into the insulation and increases the chances of harmful mold developing within the walls. (H&S, § 17920.3(a), (c); ADB, § 302(13); PMC, § 613.03.)
29. **Lack of Adequate Heating.** The building lacks adequate heating. Inadequate heating exposes occupants to the mercy of the elements and places them in danger of hypothermia in unusually cold days. (H&S, § 17920.3(a); CBC, § 116.1; ADB, § 302(13); UHC, § 1001.2; PMC, §§ 7-1, 7-80, 7-101, 613.03.)



LEGAL NOTICE AND ORDER TO REPAIR OR ABATE

Miscellaneous

30. **Dead and Overgrown Vegetation.** Dead, decayed, diseased, overgrown or hazardous trees, weeds and vegetation, cultivated or uncultivated, constitute an unsightly appearance, attract vermin and pests, and are detrimental to neighboring properties or property values. (UHC, § 1001.11; PMC, §§ 7-101, 12-3.4; 18-26.)
31. **Dilapidated Fencing.** Deteriorated or broken fencing on the Subject Property constitute a hazard to persons or property and causes depreciation in the value of any adjacent or neighboring property. In addition, the barrier fencing near the pool is in a state of disrepair. Repair fencing. (PMC, § 18-26.)
32. **Graffiti.** Standing graffiti attracts crime and more graffiti. Remove all graffiti from the Subject Property. (PMC, §§ 18-26, 18-31, 18-33, 18-39.)
33. **Lack of Smoke Detectors.** Install and maintain missing or inoperable smoke alarms and smoke detectors. (CBC, § 907.2.11; UHC, § 1001.13; PMC, §§ 7-1, 7-101, 613.03.)
34. **Lack of Carbon Monoxide Detectors.** Install and maintain missing or inoperable carbon monoxide detectors. (CBC, § 420; UHC, § 1001.13; PMC, §§ 7-1, 7-101, 613.03.)
35. **Vegetation Fire Hazard.** Dead or overgrown vegetation constitutes a fire hazard and must be abated. (CFC, § 304.1.2; UHC, § 1001.9, 1001.11; PMC, §§ 7-101, 12-1.1, 613.03.)
36. **Standing Water in Pool.** There is green standing water retained in the backyard pool. Standing water is a breeding ground for mosquitos that may transmit numerous illnesses to the outlying population. Drain the pool and ensure that it remains drained. (H&S, § 17920.3(a)(13), (c), (j); ADB, § 302(12); PMC, §§ 7-80, 18-26, 613.03.)

Pursuant to the H&S, the CBSC, the CBC, the CRC, the CFC, the CEC, the CPC, the CMC, the ADB, the UHC, and the PMC, the buildings and structures on the Subject Properties are dangerously substandard and constitute public nuisances.

Therefore, pursuant to H&S section 17980.6, you are hereby ordered to repair or abate all code violations on the Subject Properties, including, but not limited to, all unlawful conditions identified herein. Work to abate these unlawful conditions must begin within 10 days, inclusive of permit applications ("Compliance Initiation Deadline"), and must be completed within 30 days ("Compliance Completion Deadline") or you will be subject to further legal action.



LEGAL NOTICE AND ORDER TO REPAIR OR ABATE

The legal consequences for failure to initiate rehabilitation and correct the unlawful conditions identified above by the Compliance Deadlines may include administrative fines, criminal prosecution, and civil remedies such as injunctions, penalties, and an application for the appointment of a receiver over the Subject Properties. Furthermore, you will be held liable for all costs, fees, and expenses, including all inspections costs, investigation costs, enforcement costs, abatement costs, court costs, litigation expenses, prosecution expenses, attorneys' fees, and administrative expenses, incurred by the City in inspecting, identifying, investigating, enforcing, prosecuting, and abating all unlawful conditions on the Subject Properties.

Repair or abatement of some of the unlawful conditions identified above may require you to obtain air quality, building, and demolition permits. You are obligated to obtain these permits in time to complete the rehabilitation of the Subject Properties by the Compliance Completion Deadline. Failure to apply for all necessary permits prior to the Compliance Initiation Deadline is a violation of this N&O.

Pursuant to H&S section 17980.6(c), you are hereby notified that you cannot retaliate against lessees of the Subject Properties pursuant to Civil Code section 1942.5. Pursuant to H&S section 17980(d), you are hereby notified that, in accordance with Revenue and Taxation Code sections 17274 and 24436.5, a tax deduction may not be allowed for interest, taxes, depreciation, or amortization paid or incurred in this taxable year for the Subject Properties.

If you have any questions regarding this N&O, you may contact the undersigned.

A handwritten signature in dark ink, appearing to read "Clayton Dignam", is written over a horizontal line.

Clayton Dignam
Code Enforcement Officer
City of Porterville
559-782-7526

A handwritten signature in dark ink, appearing to read "Philip Henry", is written over a horizontal line.

Philip Henry
Chief Building Official
City of Porterville
559-782-7480

CERTIFICATE OF 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.

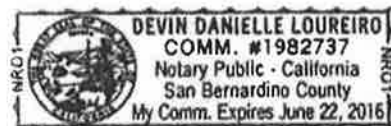
State of California

County of San Bernardino

On September 30, 2015, before me, Devin Danielle Loureiro, Notary Public, personally appeared Ruthann M. Elder, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the entity upon behalf of which the person 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

A handwritten signature in cursive script, appearing to read 'Devin Danielle Loureiro', written over a horizontal line.

(Seal)

PROOF OF SERVICE

At the time of this service I was over 18 years of age and I was not a party to this action. My business address is **3350 Shelby Drive, Suite 250, Ontario, California 91764**. On the date indicated below, I served the following documents ("Documents"):

1. NOTICE OF PENDENCY OF ACTION TO ABATE NUISANCE

The Documents were served on the following persons ("Persons"):

**Rafael Ayala
1109 North Cobb
Porterville, California 93257**

**Rafael Ayala
472 North Villa Street
Porterville, California 93257**

**1-800 Board Up Of The Central San Joaquin
Valley
799 West Marinette Avenue, Unit B
Exeter, California 93221**

The Document was delivered by:

☐ **Personal Service.** At _____ (time), I personally delivered the Documents to the Persons at the addresses identified above. For service on a party, delivery was either made to the party, or by leaving the documents at the party's residence with a person not less than 18 years of age. For service on a party's agent, delivery was either made to the party's agent, or at the party's agent's office by leaving the documents with a receptionist or an individual in charge of the office in an envelope clearly labeled to identify the agent being served.

☐ **United States Mail.** I served the Documents by enclosing a true copy in a sealed envelope addressed to the Persons at the addresses identified above and depositing the envelope in the United States mail with the postage fully prepaid in the county where I reside or am employed.

☒ **Certified Mail with Return Receipt Requested.** I served the Documents by enclosing a true copy in a sealed envelope addressed to the Persons at the addresses identified above and depositing the envelope with the United States Post Office with the postage fully prepaid as certified mail with return receipt request in the county where I reside or am employed.

1 ☐ **Overnight Delivery.** I served the Documents by enclosing a true copy in a sealed envelope
2 addressed to the Persons at the addresses identified above and depositing the envelope for collection
3 with an overnight delivery carrier.

4 ☐ **Messenger Service.** I served the Documents by enclosing a true copy in a sealed envelope
5 addressed to the Persons at the addresses identified above and providing them to a professional
6 messenger service for delivery. A declaration of service by the messenger service is attached.

7 ☐ **Facsimile.** Based on an agreement of the parties to accept service by facsimile, I faxed the
8 Documents to the Persons at the fax numbers identified above. No error was reported by the fax
9 machine and I did not receive any indication that the transmission was unsuccessful.

10 ☐ **Email.** Based on an agreement of the parties to accept service by email, I emailed the
11 Documents to the Persons at the email addresses identified above. I did not receive any indication that
12 the email transmission was unsuccessful.

13 I declare under penalty of perjury under the laws of the State of California that the foregoing is
14 true and correct.

15
16 Date: September 30, 2015

Devin Loureiro

Exhibit C

DECLARATION OF ATTORNEY AMANDA R. JONES
IN SUPPORT OF CITY'S NUISANCE ABATEMENT COSTS

I, Amanda R. Jones, declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am an attorney with the law firm of Silver & Wright LLP ("Special Counsel"), which represents Defendant City of Porterville ("City") in *Ramon Vargas v. City of Porterville* in the Superior Court of the State of California for the County of Tulare ("Court"), case number VCU282443 ("This Action"), and previously represented the City in *City of Porterville v. Emmanuel V. Andamo* in the Superior Court of the State of California for the County of Tulare in case number VCU263812 ("Receivership Action"). This declaration is made in support of the recovery of the City's costs and fees incurred in connection with the abatement of the code violations on the parcel of real property located at 472 North Villa, Porterville, California 93257, Assessor's Parcel Number 252-080-052-000 ("Nuisance Property").

2. Health and Safety Code ("H&S") receivership actions are somewhat rare and often require cities to hire attorneys with special skills in this area, like the City did here. Cities have expansive duties and obligations imposed on them by State law and other sources, and only so much staff and expertise. Thus, the City retained specialized legal counsel to handle the Receivership Action, including efforts leading up to the filing of the Receivership Action. The Receivership Petition sought the appointment of a receiver over the Nuisance Property under the H&S to ensure the substantially dangerous violations of law thereon were remediated. The City's Special Counsel specializes in H&S receivership actions, and was retained by the City for that reason. Special Counsel has litigated numerous successful receivership actions throughout the State.

3. As set forth in greater detail below, the City has incurred an outstanding balance of **\$71,580.70¹** in Special Counsel fees, and **\$5,794.05** in litigation costs, in connection with the Receivership Action.

4. Special Counsel has invested approximately **401.9 hours** preparing and prosecuting the

¹ The Special Counsel fees detailed in this declaration amount to \$84,332. However, as the City has already received payment of \$9,597.20 in Special Counsel fees, the City is only seeking reimbursement of \$74,734.81 in Special Counsel fees.

1 Receivership Action on behalf of the City. Special Counsel’s hourly rates of \$129 for paralegals to \$221
2 for attorneys are reasonable and in line with—and, in fact, significantly below—the rates charged in the
3 community for similar work. I am informed and believe that these rates are less than half the average
4 hourly rate charged by attorneys in the State of California.² Accordingly, the City is seeking
5 reimbursement for its Special Counsel fees that were necessarily incurred in the Receivership Action in
6 the amount of **\$71,580.70**.

7 5. Although by law, the City could seek a “multiplier” to bring its rates in line with the
8 Statewide average for such work (\$465 per hour), as jurisdictions like the City of San Francisco have
9 done, the City is not doing so, but instead, is only seeking reimbursement for its actual out of pocket fees
10 and costs. (See, e.g., *City and County of San Francisco v. Kihagi* (2019) 2019 WL 2462751 [court of
11 appeal affirmed award of attorney’s fees with a multiplier totaling over \$2.5 million].) The City simply
12 seeks to be reimbursed the public funds it was forced to incur; aka: reimbursement.

13 6. In light of *Los Angeles County Board of Supervisors v. Superior Court* (2016) 2 Cal.5th
14 282—a recent California Supreme Court decision holding that attorney billing records are protected by
15 the attorney-client privilege while litigation is pending or active—Special Counsel’s billing records for
16 the Receivership Action cannot be attached to this Declaration. Thus, the following paragraphs will
17 describe, with specificity, the time spent by Special Counsel in connection with the Receivership Action.
18 The time is billed to the nearest one-tenth of an hour for every task and there were no minimum billing
19 amounts. Billing reflects actual time worked. The records have been reviewed, and time spent that was
20 duplicative or inefficient has been either eliminated or appropriately reduced. As the City Council has
21 not waived the attorney-client privilege, Special Counsel’s actual billing records cannot be produced.

22 7. Work on this case began long before the Receivership Action was filed, in order to satisfy
23 the statutory requirements of H&S section 17980 et sequentes. The failure to meet any of these
24 requirements would have prevented the City from successfully prosecuting the Receivership Action.

25 8. First, the City was required under H&S section 17980 et sequentes to inspect the Nuisance
26 Property to verify that the conditions on the Nuisance Property were so severe that they posed a

27 ² According to the United States Consumer Law Attorney Fee Survey Report for 2015-2016, the average
28 hourly rate for all California attorneys is \$465 per hour. (*United States Consumer Law Attorney Fee
Survey Report 2015-2016* (Burdge, 2018).)

1 substantial danger to the health and safety of the residents and the public. As the City was initially
2 unable to obtain the property owner's consent to inspect the Nuisance Property, the City was required to
3 draft an application for an inspection warrant. That task included drafting a declaration from a code
4 enforcement officer in support of the application for an inspection warrant and drafting a proposed order
5 granting the application for an inspection warrant. The City spent 11 hours on that task at a cost of
6 \$2,123.

7 9. Prior to conducting the inspection, Special Counsel spent time reviewing the City's code
8 enforcement files for the Nuisance Property. After attending the inspection, Special Counsel spent time
9 reviewing the inspection reports from City staff members. Special Counsel spent approximately 6 hours
10 on those tasks at a cost of \$1,166.50.

11 10. After the inspection, Special Counsel compiled the information obtained by each City
12 inspector into a Notice and Order to Repair or Abate ("N&O") for the Nuisance Property. To facilitate
13 the drafting of the N&O, and to ensure all violations were correctly noted, Special Counsel was required
14 to review the California Building Standards Code ("CBSC"), the Porterville Municipal Code ("PMC"),
15 and various other relevant codes, which are extremely technically detailed and hundreds of pages in
16 length. The N&O listed all identifiable violations of State and local law on the Nuisance Property—36
17 violations—and ordered their repair or abatement within 30 days. Special Counsel spent 5.7 hours on
18 those tasks at a cost of \$1,084.90.

19 11. Once the N&O was completed, it was issued to all parties with an interest in the Nuisance
20 Property. To facilitate this step, Special Counsel, on behalf of the City, purchased a litigation guaranty,
21 which identified all interest holders, and analyzed it. After the Nuisance Property was sold to Ramon
22 Vargas, Special Counsel ordered an updated litigation guaranty. Special Counsel spent 2.4 hours on
23 those tasks at a cost of \$356.40.

24 12. Second, pursuant to H&S 17985(a), Special Counsel, on behalf of the City, was required to
25 prepare and record a Notice of Pendency of Action ("NoP") after the N&O was issued. The purpose of
26 the NoP is to put all subsequent purchasers on notice of the violations, the pending nuisance abatement
27 action, and their potential liability pursuant to H&S section 17992. Special Counsel prepared the NoP
28 and arranged for it to be recorded against title for the Nuisance Property. Special Counsel spent 0.7

1 hours on that task at a cost of \$104.70.

2 13. Respondents Emmanuel V. Andamo (“Andamo”) and 1-800-Board-Up of the Central San
3 Joaquin Valley (“1-800-Board-Up”) failed to respond to either the N&O, the NoP, or the continuing
4 deterioration of the Nuisance Property. As such, because H&S section 17980.7(c) requires that a notice
5 be served on all persons with a recorded interest in the Nuisance Property at least three days prior to filing
6 the Receivership Petition (“3-Day Notice”), Special Counsel drafted and served the 3-Day Notice on
7 Andamo and 1-800-Board-Up. Special Counsel spent 2.2 hours on those tasks at a cost of \$424.60.

8 14. After the original Respondents failed to respond to the 3-Day Notice, Special Counsel
9 drafted and filed the Receivership Petition regarding the numerous violations of State and local law that
10 existed on the Nuisance Property. Prior to drafting the Receivership Petition, Special Counsel: (1)
11 researched and analyzed the local court rules applicable to the Receivership Petition; and (2) reviewed
12 the City’s code enforcement file for information on the history of the City’s code enforcement efforts at
13 the Nuisance Property, as well as prior notices of violations. Prior to filing the Receivership Petition,
14 Special Counsel drafted the petition, summons, civil case cover sheet, and exhibits for the Receivership
15 Petition. In total, my office spent 5.5 hours on those tasks at a cost of \$1,061.50.

16 15. On January 27, 2016, Special Counsel filed a Motion for the Appointment of a Receiver
17 pursuant to Health and Safety Code Section 17980.7(c) (“Receivership Motion”) in the Receivership
18 Action. The Receivership Motion was a lengthy 167-page document, consisting of: (1) a four-page
19 notice of motion; (2) a 15-page memorandum of points and authorities; (3) a 12-page declaration from
20 Code Enforcement Officer Clayton Dignam; (4) a 10-page declaration from Chief Building Official
21 Philip Henry; (5) a two-page declaration from Fire Marshal/Battalion Chief Mitch Sandoval; (6) a two-
22 page declaration from Community Development Manager Julie Phillips; (7) a two-page declaration from
23 Attorney Ruthann Elder; (8) a two-page declaration from Court Receiver Mark Adams, plus exhibits;
24 (9) an Appendix of Exhibits; and (10) a proposed order granting the City’s Receivership Motion. Due
25 to the significant amount of work needed to be put into the Receivership Motion, Special Counsel spent
26 18.9 hours drafting the notice of motion, memorandum of points and authorities, appendix of exhibits,
27 and proposed order at a cost of \$3,691.60. Special Counsel spent 11.2 hours at a cost of \$2,205.10
28 drafting the declarations in support of the Receivership Motion and corresponding with the declarants

1 regarding changes to their declarations.

2 16. Special Counsel spent 6.6 hours at a cost of \$1,283.40 drafting the Notice of Non-Opposition
3 and Reply to Receivership Motion, and the Declaration of Code Enforcement Officer Clayton Dignam
4 in support thereof.

5 17. Special Counsel spent 5.9 hours at a cost of \$1,168.20 preparing for the hearing on the
6 Receivership Motion and attending the hearing on the Receivership Motion.

7 18. After the hearing on the Receivership Motion, Special Counsel spent 0.6 hours at a cost of
8 \$95.40 drafting the Notice of Entry of Order granting the Receivership Motion.

9 19. In furtherance of the litigation of the Receivership Action, Special Counsel prepared
10 advanced filings, and attended status conferences and case management conferences. Attendance was
11 via CourtCall to save costs. My office spent 4.3 hours at a cost of \$790.30 preparing for, filing required
12 Court filings, and attending, case management conferences and status hearings.

13 20. Special Counsel's remaining time was spent on a wide variety of tasks as detailed below.

14 21. My office spent 16.2 hours at a cost of \$3,394 communicating with City staff regarding:
15 updates and developments in the Receivership Action; information, documents, and photographs needed
16 from City staff related to the litigation of the Receivership Action; the economic feasibility of a
17 receivership for the Nuisance Property; inspections of the Nuisance Property; obtaining an inspection
18 warrant for the Nuisance Property; the history of service calls to Nuisance Property and break-ins; Mr.
19 Ayala's request for an extension of the demolition permit; the alleged transfer of the Nuisance Property
20 without a recorded deed; the sale of Nuisance Property; the Receiver's motion for discharge; the status
21 of the rehabilitation of the Nuisance Property; on-going code violations and enforcement strategy;
22 Ramon Vargas's plans for rehabilitating the Nuisance Property; additional permits needed by Ramon
23 Vargas for rehabilitation of the Nuisance Property; negotiations for a stipulation to the appointment of
24 receiver with stayed powers; Mr. Ledesma, a potential buyer for the Nuisance Property; the motion for
25 re-appointment of the receiver; the status of permit approvals for the Nuisance Property; and recovery
26 of the City's fees and costs through the special assessment process.

27 22. My office spent 27.9 hours at a cost of \$5,947.80 communicating with the Respondents in
28 the Receivership Action including: correspondence with Emmanuel Andamo regarding his plan for

1 rehabilitation of the Nuisance Property, dismissal of his attorney and appearance in pro per, and the
2 City's motion for the appointment of a receiver; correspondence with counsel for Ramon Vargas
3 regarding his plans for rehabilitating the Nuisance Property, stipulating to the appointment of receiver
4 with stayed powers, payment of the City's nuisance abatement fees and costs, obtaining a breakdown of
5 the City's nuisance abatement fees and costs, additional permits needed for rehabilitation of the Nuisance
6 Property, the special assessment procedure for recovery of the City's nuisance abatement fees and costs,
7 the potential for entering into a rehabilitation agreement, settlement of case, Ramon Vargas's potential
8 sale of the property to Mr. Ledesma, and the issuance of permits for Ramon Vargas's rehabilitation of
9 the Nuisance Property.

10 23. My office spent 3.6 hours at a cost of \$698.30 working on a stipulation for the appointment
11 of a receiver with stayed powers, which Special Counsel attempted to negotiate with Respondent
12 Emmanuel Andamo's attorney to avoid the need for the City to file a motion for the appointment of a
13 receiver.

14 24. My office spent 11.5 hours at a cost of \$2,455.30 negotiating and drafting a stipulation for
15 the appointment of a receiver with stayed powers, which Special Counsel attempted to negotiate with
16 Ramon Vargas' attorney to avoid the need for the City to file a motion for the re-appointment of a
17 receiver. The time spent on this task includes time spent reviewing the file to determine the City's fees
18 and costs, drafting a proposed order to file with the stipulation, and compiling the exhibits for the
19 stipulation.

20 25. My office spent 9.7 hours at a cost of \$1,867.40 on communications with the court-appointed
21 receiver regarding: his analysis of the feasibility of a receivership for the Nuisance Property; inspections
22 of the Nuisance Property; demolition of the Nuisance Property; the City's cost recovery; the court-
23 appointed receiver's rehabilitation plan; the court-appointed receiver's rehabilitation budget; finding a
24 potential buyer to rehabilitate the Nuisance Property; the court-appointed receiver's ex parte application
25 to sell the Nuisance Property; securing the Nuisance Property and confirming the Nuisance Property was
26 secured after the August 11, 2016 break-in; continuation of the receivership after the sale of Nuisance
27 Property; the court-appointed receiver's motion to sell the Nuisance Property; and the foreclosure sale
28 of the Nuisance Property.

1 26. My office spent 12.1 hours at a cost of \$2,320.10 developing a case strategy for the litigation
2 of the Receivership Action, which included: how to abate the code violations in light of the fire at the
3 Nuisance Property; demolition of the pool at the Nuisance Property; analysis of the economic feasibility
4 of a receivership for the Nuisance Property; analysis of the judicial assignment for the Receivership
5 Action; the potential for working with Ramon Vargas on voluntarily rehabilitating the Nuisance
6 Property; and recovery of the City's nuisance abatement fees and costs.

7 27. My office spent 7 hours at a cost of \$1,487.60 researching various matters related to the
8 Receivership Action including: the corporate status of lienholders; the registered agent for service of
9 process for 1-800-Board-Up; title issues on the Nuisance Property and reconveyance of title from the
10 court-appointed receiver to Ramon Vargas; the status of the transfer of ownership for the Nuisance
11 Property in light of an unrecorded trust deed; the special assessment procedures for the recovery of the
12 City's nuisance abatement fees and costs, including due process requirements; and the procedure for the
13 expungement of a lis pendens.

14 28. My office spent 0.8 hours at a cost of \$154.40 researching quitclaim deed recording
15 information, a teleconference with the Tulare County Recorder's Office regarding obtaining a copy of
16 the quitclaim deed, and drafting a letter to the Tulare County Recorder's Office regarding the same.

17 29. My office spent 0.8 hours at a cost of \$154.40 drafting the lis pendens and preparing the
18 same for service.

19 30. My office spent 3.2 hours at a cost of \$568.60 drafting requests for the entry of default for
20 Respondents 1-800-BOARD-UP and Ramon Vargas.

21 31. My office spent 3.5 hours at a cost of \$739.30 reviewing and analyzing Respondent
22 Andamo's answer to the Receivership Petition and Ramon Vargas's answer to the Receiver Petition and
23 the supporting declarations.

24 32. My office spent 4.6 hours at a cost of \$914.30 reviewing and analyzing the court-appointed
25 receiver's weekly status reports, updates, and monthly accountings.

26 33. My office spent 4.5 hours at a cost of \$852 reviewing and analyzing the court-appointed
27 receiver's ex-parte application for the sale of the Nuisance Property, seeking Court approval for
28 appearance via court call at the hearing regarding same, attending the hearing regarding same, and

1 reviewing the status of lienholders based on issues raised by the Court at the hearing on same.

2 34. My office spent 1.7 hours at a cost of \$336.60 reviewing title documents to determine which
3 parties are entitled to notice of the sale and a telephone conference with potential buyer Juan Ortiz
4 regarding the receivership process.

5 35. My office spent 20.6 hours at a cost of \$4,048.60 reviewing and analyzing the court-
6 appointed receiver's motion to sell the Nuisance Property; drafting the City's joinder regarding same,
7 filing and serving the Joinder; reviewing and analyzing the Court's tentative ruling regarding same;
8 preparing for the hearing regarding same; appearing at the hearing regarding same; and meeting and
9 conferring with Respondent Emmanuel Andamo regarding an agreement to sell the Nuisance Property.

10 36. My office spent 1.2 hours at a cost of \$227.60 reviewing and analyzing the court-appointed
11 receiver's motion for discharge and appearing at the hearing regarding same.

12 37. My office spent 46 hours at a cost of \$9,632 drafting the City's ex-parte application for the
13 re-appointment of a receiver, discussions with the potential receiver regarding same, reviewing title
14 documents to confirm current ownership of Nuisance Property, drafting the ex-parte notice letter,
15 drafting proofs of service, and filing and serving the ex-parte application.

16 38. My office spent 29.7 hours at a cost of \$6,385.50 drafting declarations in support of the
17 City's ex-parte application for the re-appointment of a receiver including drafting the declaration of the
18 proposed receiver, Code Enforcement Officer Clayton Dingham, Chief Building Inspector James
19 Wickersham, and the declaration of attorney Valerie D. Escalante Troesh.

20 39. My Office spent 4.1 hours at a cost of \$881.50 drafting the proposed order granting the
21 City's application for the re-appointment of a receiver.

22 40. My office spent 3.2 hours at a cost of \$688 drafting the request for judicial notice in support
23 of the City's application for the re-appointment of a receiver.

24 41. My office spent 2 hours at a cost of \$430 reviewing the file to locate exhibits in support of
25 the City's application for the re-appointment of a receiver, compiling the exhibits, and drafting the
26 appendix of exhibits.

27 42. My office spent 7 hours at a cost of \$1,487.80 preparing for the hearing on the City's ex-
28 parte application for the re-appointment of a receiver and attending the hearing regarding same.

1 43. My office spent 5.7 hours at a cost of \$1,053.50 identifying the court process for adding
2 Ramon Vargas as defendant in case, preparing the doe amendment, corresponding with court clerk
3 regarding the doe amendment form, and filing and serving the doe amendment.

4 44. My office spent 35.5 hours at a cost of \$7,219.70 drafting the motion for re-appointment of
5 receiver, the declaration of the proposed court receiver, the declaration of Officer Clayton Dignam, the
6 declaration of Inspector James Wickersham, the declaration of attorney Scott Kalter, the request for
7 judicial notice, the appendix of exhibits, the proposed order, the proof of service, and the amended proof
8 of service. The time spent on this task also includes time spent compiling the exhibits and the filing and
9 service of the motion for re-appointment of a receiver.

10 45. My office spent 1.2 hours at a cost of \$206.40 reviewing and analyzing the opposition to the
11 City's motion for the re-appointment of a receiver.

12 46. My office spent 7.1 hours at a cost of \$1,500.70 drafting the reply in support of the City's
13 motion for the re-appointment of a receiver.

14 47. My office spent 14.3 hours at a cost of \$2,971.30 preparing for the hearing on the City's
15 motion for the re-appointment of a receiver and attending the hearing regarding same.

16 48. My office spent 26 hours at a cost of \$4,927.80 reviewing Ramon Vargas's request for
17 production of documents ("RFP"), drafting a response to the RFP, and compiling documents responsive
18 to the RFP; reviewing Ramon Vargas's requests for admission ("RFA") and drafting a response to the
19 RFA; reviewing Ramon Vargas's form interrogatories and drafting a response to the form
20 interrogatories; and negotiating a stay of discovery.

21 49. My office spent 4.4 hours at a cost of \$946 communicating with the potential new owner
22 Mr. Ledesma regarding a compliance agreement, the City's cost recovery, permits required for
23 rehabilitation of the Nuisance Property; reviewing Mr. Ledesma's rehabilitation plan and construction
24 schedule, and drafting a response to Mr. Ledesma regarding same.

25 50. My office spent 3 hours at a cost of \$524.60 drafting the withdrawal of lis pendens, getting
26 the withdrawal notarized, and filing and serving the withdrawal.

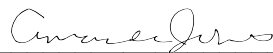
27 51. My office spent 2.8 hours at a cost of \$601.20 drafting the City's cost recovery invoice and
28 reviewing the file for the City's fees and costs to include in the cost recovery invoice.

1 52. In addition to the Special Counsel's fees, H&S section 17980.7(d)(1) entitles the City to
2 recover its litigation costs. The City has incurred approximately **\$5,794.05** in litigation costs to date.
3 All of these costs were necessary and directly related to the litigation. The City's costs include items,
4 such as court messenger fees for filings with the Court and service of papers, service, mileage, research
5 fees, and costs to reproduce documents filed with the Court and served on the parties. The City's
6 litigation costs are further broken down in the Memorandum of Costs attached hereto as **Exhibit A**.

7 53. Since the total 401.9 hours incurred by the City to litigate this Receivership Action were all
8 reasonably and necessarily incurred, and Special Counsel's \$129 and \$221 hourly rates are more than
9 reasonable in light of the complexity and risk of this case, the City is entitled to be reimbursed for its
10 entire fees and costs of **\$77,374.75** (**\$71,580.70** in Special Counsel fees and **\$5,794.05** in litigation costs).
11

12 I declare under penalty of perjury under the laws of the State of California that the foregoing is
13 true and correct to the best of my knowledge.
14

15 Dated: May 6, 2020



Amanda R. Jones
Attorney for Defendant
CITY OF PORTERVILLE

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EXHIBIT A

MEMORANDUM OF COSTS

TOTALS

1. Filing and motion fees	\$	0.00
2. Jury fees	\$	0.00
3. Jury food and lodging	\$	0.00
4. Deposition costs	\$	0.00
5. Service of process	\$	379.00
6. Attachment expenses	\$	0.00
7. Surety bond premiums	\$	0.00
8. Witness fees	\$	0.00
9. Court-ordered transcripts	\$	0.00
10. Attorney fees <i>(enter here if contractual or statutory fees are fixed without necessity of a court determination; otherwise a noticed motion is required)</i>	\$	See Motion
11. Court reporter fees as established by statute	\$	0.00
12. Models, enlargements, and photocopies of exhibits	\$	338.83
13. Interpreter fees	\$	0.00
14. Fees for electronic filing or service	\$	0.00
15. Fees for hosting electronic documents	\$	0.00
16. Other	\$	5,076.22

\$	5,794.05
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(SIGNATURE OF DECLARANT)

SHORT TITLE

City of Porterville v. Emmanuel V. Andamo, et alia

CASE NUMBER:

VCU263182

MEMORANDUM OF COSTS (WORKSHEET)**1. Filing and motion fees**Paper filedFiling fee

- a. City Exempt From Filing Fees \$ _____
- b. _____ \$ _____
- c. _____ \$ _____
- d. _____ \$ _____
- e. _____ \$ _____
- f. _____ \$ _____
- g. ☐ Information about additional filing and motion fees is contained in Attachment 1g.

TOTAL 1. \$ 0.00

2. Jury feesDateFee & mileage

- a. _____ \$ _____
- b. _____ \$ _____
- c. _____ \$ _____
- d. _____ \$ _____
- e. ☐ Information about additional jury fees is contained in Attachment 2e.

TOTAL 2. \$ 0.00

3. Juror food: \$ _____ and lodging: \$ _____

TOTAL 3. \$ 0.00

4. Deposition costsName of deponentTakingTranscribingTravelVideotapingSubtotals

- a. _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____
- b. _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____
- c. _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____
- d. _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____
- e. ☐ Information about additional deposition costs is contained in Attachment 4e.

TOTAL 4. \$ 0.00

(Continued on reverse)

Page 1 of 4

SHORT TITLE City of Porterville v. Emmanuel V. Andamo, et alia	CASE NUMBER: VCU263182
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5. **Service of process**

	Name of person served	Public officer	Registered process	Publication	Other (specify)
a.	See Attachment 5d	\$	\$	\$	\$
b.		\$	\$	\$	\$
c.		\$	\$	\$	\$
d.	☒ Information about additional costs for service of process is contained in Attachment 5d.				

TOTAL 5. \$ 379.00

6. Attachment expenses (specify):

6. \$ 0.00

7. Surety bond premiums (itemize bonds and amounts):

7. \$ 0.00

8. a. **Ordinary witness fees**

	Name of witness	Daily fee	Mileage	Total
(1)		days at \$/day	miles at ¢/mile:	\$
(2)		days at \$/day	miles at ¢/mile:	\$
(3)		days at \$/day	miles at ¢/mile:	\$
(4)		days at \$/day	miles at ¢/mile:	\$
(5)		days at \$/day	miles at ¢/mile:	\$

(6) ☐ Information about additional ordinary witness fees is contained in Attachment 8a(6).

SUBTOTAL 8a. \$ 0.00

(Continued on next page)

SHORT TITLE City of Porterville v. Emmanuel V. Andamo, et alia	CASE NUMBER: VCU263182
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8. b. **Expert fees** (per Code of Civil Procedure section 998)

Name of witness	Fee	
(1) _____	_____ hours at \$ _____ /hr	\$ _____
(2) _____	_____ hours at \$ _____ /hr	\$ _____
(3) _____	_____ hours at \$ _____ /hr	\$ _____
(4) _____	_____ hours at \$ _____ /hr	\$ _____
(5) ☐ Information about additional expert fees is contained in Attachment 8b(5).		

SUBTOTAL 8b. \$ 0.00

c. **Court-ordered expert fees**

Name of witness	Fee	
(1) _____	_____ hours at \$ _____ /hr	\$ _____
(2) _____	_____ hours at \$ _____ /hr	\$ _____
(3) ☐ Information about additional court-ordered expert fees is contained in Attachment 8c(3).		

SUBTOTAL 8c. \$ 0.00

TOTAL (8a, 8b, & 8c) 8. \$ 0.00

9. **Court-ordered transcripts** (specify):

9. \$ 0.00

10. **Attorney fees** (enter here if contractual or statutory fees are fixed without necessity of a court determination; otherwise a noticed motion is required):

10. \$ See Motion

11. **Models, enlargements, and photocopies of exhibits** (specify):

11. \$ 338.83

12. **Court reporter fees** (as established by statute)

a. (Name of reporter): _____ Fees: \$ _____

b. (Name of reporter): _____ Fees: \$ _____

TOTAL 12. \$ 0.00

c. ☐ Information about additional court-reporter fees is contained in Attachment 12c.

13. **Interpreter fees**

a. Fees of a certified or registered interpreter for the deposition of a party or witness

(Name of interpreter): _____ Fees: \$ _____

(Name of interpreter): _____ Fees: \$ _____

b. Fees for a qualified court interpreter authorized by the court for an indigent person represented by a qualified legal services project or a pro bono attorney

(Name of interpreter): _____ Fees: \$ _____

(Name of interpreter): _____ Fees: \$ _____

TOTAL 13. \$ 0.00

c. ☐ Information about additional court-reporter fees is contained in Attachment 13c.

14. **Fees for electronic filing or service of documents through an electronic filing service provider** (enter here if required or ordered by the court):

14. \$ 0.00

15. **Fees for hosting electronic documents through an electronic filing service provider** (enter here if required or ordered by the court):

15. \$ 0.00

16. **Other** (specify): _____

16. \$ 5,076.22

TOTAL COSTS	\$ 5,794.05
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(Additional information may be supplied on the reverse)

SHORT TITLE City of Porterville v. Emmanuel V. Andamo, et alia	CASE NUMBER: VCU263182
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1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29	16. Other Costs: A.) Court messenger fees for filing with court and service of papers. (Health and Safety Code section 17980.7(d)(1); Benach v. County of Los Angeles (2007) 149 Cal.App.4th 836, 857-585 [Sheriff's Department's court messenger fees award upheld because reasonably incurred; messenger fees award included costs for court filings and obtaining service of conformed copies and various documents]; Ladas v. California State Auto Ass. (1993) 19 Cal.App.4th 761, 776 [court messenger fees award upheld because they were reasonably necessary to the conduct of the litigation].) \$1,965.00 B.) Additional costs incurred necessary in litigating the nuisance abatement action (including research fees, mileage, Litigation Guarantee, title documents, Notary fees, CourtCall telephonic appearance fees, and costs to reproduce exhibits filed with the Court and served on parties). (Health and Safety Code section 17980.7(d)(1) ["If the court finds that a building is in a condition which substantially endangers the health and safety of residents pursuant to Section 17980.6, upon the entry of any order or judgment, the court shall ... [o]rder the owner to pay all reasonable and actual costs of the enforcement agency including, but not limited to, inspection costs, investigation costs, enforcement costs, attorney fees or costs, and all costs of prosecution."].) \$3,111.22
---	--

SHORT TITLE: City of Porterville v. Andamo, et alia	CASE NUMBER: VCU263182
--	---------------------------

ATTACHMENT (Number): 5d

(This Attachment may be used with any Judicial Council form.)

3 Day Notice of Intent to File Receivership Petition/Complaint:

1-800 Board Up of the Central San Joaquin Valley; Registered Process Server; \$130.00

Rafael Ayala; Registered Process Server; \$130.00

Receivership Petition:

1-800-Board Up of the Central San Joaquin Valley; Registered Process Server; \$119.00

(If the item that this Attachment concerns is made under penalty of perjury, all statements in this Attachment are made under penalty of perjury.)

Page 1 of 1

(Add pages as required)

Exhibit D



472









Exhibit E



**CALIFORNIA
RECEIVERSHIP**
GROUP, PBC

October 21, 2016

Emmanuel Andamo
4539 Dans Street
Visalia, CA 93277

RE: City of Porterville v. Emmanuel V. Andamo, et al.; Case No. VCU263182

Dear Mr. Andamo,

This letter memorializes the Court's oral orders at the hearing on October 17, 2016, and requests that you remit funds to us pursuant to those orders.

At that hearing, the Court ordered that you provide funds for the rehabilitation of the receivership property, located at 472 V. Villa St, Porterville, CA 93257 ("Property"), as well as funds to pay the fees and costs of the Receiver and the City.

On April 14, 2016, Ms. Aurora Grace Hwang submitted to us on your behalf a bid from a contractor to rehabilitate the Property for \$95,000. Attached as Exhibit 1 hereto is a copy of that bid. Pursuant to the Court's order, we will retain a contractor of our own choosing who will inspect the Property and submit a new bid, but for now we will use your contractor's bid of \$95,000 as a basis for budgeting purposes.

As for the fees of the Receiver and the City, we are including a nominal amount of \$5,000 to the budget for now; please add this amount to the funds you will be remitting to us. Please note that this is a nominal amount for this initial installment, only; it does not reflect the full amount of fees, which will be provided in a detailed statement once we receive this initial installment from you.

The total amount you will be remitting to us is therefore \$100,000. As stated above, this is not the entire budget required for the receivership, but rather an initial

2716 Ocean Park Blvd • Suite 3010 • Santa Monica, CA 90405
Phone: (310) 471-8181 • Fax: (310) 471-8180 • Website: www.calreceivers.com



2716 Ocean Park Blvd • Suite 3010 • Santa Monica, CA 90405

Installment that we must receive as a sign of good faith in order for us to begin the process of hiring a contractor and rehabilitating the Property.

Please remit \$100,000 to us by Friday, October 28, 2016, 5pm.

We request that you remit the funds to us by wire, but if you prefer, you can also send it to us by check. We will provide further information regarding the method of remittance once you inform us which method you will be using. Please give us a call as soon as possible at the number below to give us this information. You may also reach me at Ichon@calreceivers.com.

If we do not receive the funds by the deadline above, we will begin the process of selling the Property, as ordered by the Court.

Please contact me at (310) 471-8181 if you have any questions.

Sincerely,

Lyna Chon
Of Counsel
California Receivership Group, PBC

Exhibit F

8/14/17

[Handwritten signature]

1 MARK S. ADAMS, SBN 68300
2 California Receivership Group
3 2716 Ocean Park Blvd., Suite 3010
4 Santa Monica, CA 90405
5 Tel. (310) 471-8181
6 Fax (310) 471-8180
7 madams@calreceivers.com
8 Court-Appointed Receiver

FILED
TULARE COUNTY SUPERIOR COURT
VISALIA DIVISION

AUG 14 2017

STEPHANIE CAMERON, CLERK
BY: Farm Ching

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF TULARE

10 CITY OF PORTERVILLE, a California
11 municipal corporation,

Petitioner,

v.

13 EMMANUEL V. ANDAMO, an individual; 1-
14 800-BOARDUP OF THE CENTRAL SAN
15 JOAQUIN VALLEY; and DOES 1 through 25,
inclusive,

Respondents.

Case No. VCU263182

(PROPOSED) ORDER

Judge: Hon. Melinda M. Reed
Dept: 1

Hearing:
Date: August 14, 2017
Time: 8:30 a.m.

19 The Court, having considered Mark Adams's ("Receiver") Motion for Discharge
20 of Receiver and Exoneration of Surety; the Final Account and Report of Receiver and
21 Declaration of Lyna Chon ("Final Report"); and good cause appearing therefor,
22

23 NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

24 1. The Motion for Discharge of Receiver and Exoneration of Surety, Final Account
25 and Report and Declaration of Lyna Chon, and the actions described therein are hereby approved
26 and ratified.
27
28

1 2. The receivership in this matter is terminated and Mark Adams is fully discharged
2 from his responsibilities as the appointed Receiver as of the date of this Order. Receiver shall
3 complete any and all administrative tasks necessary to complete his work.

4 3. There is \$19,194.37 remaining in the receivership account. The Receiver is
5 ordered to pay \$9,597.19 to the City for their fees and costs in this matter, and \$9,597.18 to
6 Receiver for the Receiver's fees and costs in this matter. The Receiver is ordered to take any and
7 all other actions necessary to wind down the receivership account.

8 4. Mark Adams' actions as Receiver summarized in the Motion for Discharge and
9 Final Report and all acts and Accountings previously submitted and reported to this Court are
10 hereby ratified and approved. The Motion for Discharge and final accounting are proper under
11 California Rules of Court, rule 3.1184.

12 5. The financial accounting and Cashflow statement attached to the Final Report of
13 the Receiver is approved in its entirety and all acts previously taken by Mr. Adams as Receiver
14 and reported to this Court are hereby ratified and approved. This Order approves all reports and
15 monthly accountings filed by Mr. Adams as Receiver.

16 1. This Order will serve to fully terminate the Receivership. Judgment is hereby
17 entered in the above-captioned action in favor of Petitioner City of Porterville against
18 Respondent Emmanuel Andamo and Respondent 1-800-Boardup of the Central San Joaquin
19 Valley.

20 6. The Court retains jurisdiction to reactivate the receivership for a period of 18
21 months pursuant to the terms of Health and Safety Code Section 17980.7(c)(10), if the Petitioner
22 should so request and this Court should so require.

23 7. This Order is binding on all parties to the receivership, as well as all others with
24 notice of the Motion/Stipulation that might be impacted by this Court's Order. In accordance
25 with California Rule of Court 3.1184(c), notice of the motion was provided to all parties, and all
26 others that might have an interest in the property. Any non-party that is impacted by this Order
27 was required to be heard at the discharge hearing. ~~This Order will not impact a non-party's due~~
28

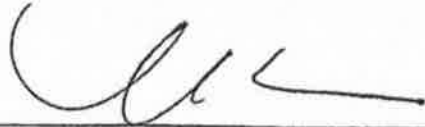
1 process rights; however, all actions of the receivership, even those impacting non-parties with
2 notice, are now *res judicata* and cannot be challenged in a later action. mmk

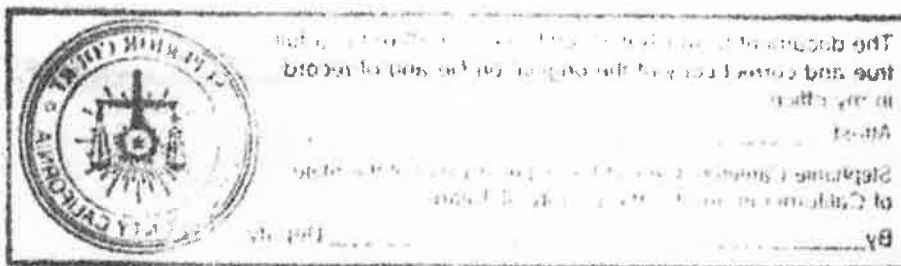
3 8. Mark Adams's actions as Receiver are approved and ratified, thus he is freed from
4 any potential liability. He is not to be found liable in his capacity as Receiver, and under no
5 circumstances is to be found liable in his personal capacity. This Order will serve as *res judicata*
6 to all challenges to the actions of the receiverships, and any challenges to the Receiver's work, or
7 this Court's oversight and direction on that work are barred. mmk

8 9. The receivership bond previously submitted by Mr. Adams is terminated and the
9 surety exonerated.

10
11 IT IS SO ORDERED

12
13 DATED: 0.14, 2017

14 
15 Judge of the Superior Court



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PROOF OF SERVICE

F.R.C.P. 5 / C.C.P. 1013a (3)/ Rules of Court, Rule 2060

I am a resident of, or employed in the County of Los Angeles, State of California. I am over the age of 18 years old and not a party to the within action. My business address is 2716 Ocean Park Blvd., Suite 3010, Santa Monica, California 90405.

On August 17, 2017 I served the following listed document(s), by method indicated below, on the parties in this action: **Notice of Entry of Order**

*****SEE ATTACHED SERVICE LIST*****

X BY U.S. MAIL

By placing ☐ the original / X a true copy thereof enclosed in a sealed envelope(s), with postage prepaid, addressed as per the attached service list, for collection and mailings at Santa Monica, California following ordinary business practices. I am readily familiar with the firm's practice for collection and processing of the document for mailing. Under that practice, the document is deposited with the United States Postal Service on the same day in the ordinary course of business. I am aware that upon motion of any party served, service is presumed invalid if the postal cancellation date or postage meter date on the envelope is more than one day after date of deposit for mailing contained in this affidavit.

☐ **BY OVERNIGHT DELIVERY**

By delivering the document(s) listed above in a sealed envelope(s) or package(s) designated by the express service carrier, with delivery fees paid or provided for, addressed as per the attached service list, to a facility regularly maintained by the express service carrier or to an authorized courier or driver authorized by the express service carrier to received documents.

☐ **BY PERSONAL SERVICE**

☐ By personally delivering the document(s) listed above to the offices at the addressee(s) as shown on the attached service list.

☐ By placing the document(s) listed above in a sealed envelope(s) and instructing a registered process server to personally deliver the envelope(s) to the offices at the address(es) set forth on the attached service list. The signed proof of service by the registered process server is attached.

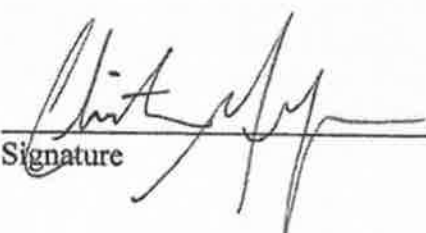
X STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

☐ **FEDERAL**

I declare under penalty of perjury under the laws of the United States that I am employed in the office of a member of the bar of this court at whose direction the service is made.

Christmas Myers
Type or Print Name


Signature

PROOF OF SERVICE

SERVICE LIST

City of Porterville v. Emmanuel V. Andamo, et al.; Case No. VCU263182

Counsel for Petitioner City of Porterville

Curtis R. Wright, Esq.

Amanda Pope, Esq.

SILVER & WRIGHT, LLP

3350 Shelby Street, Suite 250

Ontario, CA 91764

Tel: (949) 529-5923

Fax: (949) 385-6428

ewright@silverwrightlaw.com

apope@silverwrightlaw.com

Respondent in Pro Per, Emmanuel V. Andamo

Emmanuel Andamo

4539 Dans Street

Visalia, California 93277

Tel: (818) 730-8207

1-800-Boardup

799 West Marinette Avenue #B

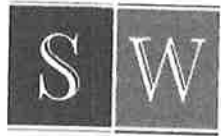
Exeter, California 93221

Ramon Vargas

11627 RD 168

Porterville, CA 93257

Exhibit G



SILVER & WRIGHT LLP
Attorneys at Law

IRVINE | INLAND EMPIRE | BAY AREA | SACRAMENTO

Curtis R. Wright

CWright@SilverWrightLaw.com
3 Corporate Park, Suite 100
Irvine, California 92606
949-385-6431

Amanda A. Pope

APope@SilverWrightLaw.com
3 Corporate Park, Suite 100
Irvine, California 92606
949-200-6725

July 13, 2017

DELIVERED VIA EMAIL

Court Receiver Mark Adams
California Receivership Group, PBC
2716 Ocean Park Boulevard, Suite 3010
Santa Monica, California 90405
MAdams@calreceivers.com

Subject: **Request For Payment Pursuant To Court Order**
City of Porterville v. Emmanuel V. Andamo, et al.
County of Tulare, Case No. VCU263182

Dear Mr. Adams:

Petitioner City of Porterville ("City") hereby submits its interim demand for payment of the City's attorneys' fees and litigation costs incurred to date. Pursuant to the Court's Order Appointing a Receiver entered on March 28, 2016, in the matter of *City of Porterville v. Emmanuel V. Andamo, et al.* County of Tulare, Case Number VCU263182 ("Receivership Action") and the Health and Safety Code, the "Receiver shall reimburse the City out of the receivership estate for all of the City's reasonable inspection costs, investigation costs, enforcement costs, court costs, administrative fines and attorney's fees incurred related to this Action. The City shall be entitled to submit demands upon the receivership estate for recovery of these reasonable costs, expenses, and fees, which shall be paid by Receiver." (Order at 3:23-27.)

The City is the prevailing party, having successfully obtained appointment of a receiver in this Receivership Action. As the law does not afford a trial or require a disposition motion prior to full resolution of this case, there is no question the City is the prevailing party. Accordingly, the City hereby submits its request for payment of \$30,371.10 consisting of the City's reasonable attorneys' fees and costs incurred in this Receivership Action (per Health and Safety Code sections 17980.7(d)(1) through 17984).

The City's attorneys' fees from July 2015 through the present date, were reasonably incurred for the following tasks involved in this Receivership Action, including, but not limited to: reviewing and marshaling evidence; investigating facts; coordinating and communicating with City staff and inspectors; attending meetings; researching municipal codes, the Health and Safety Code, the Code of Civil Procedure, the California Rules of Court and Local Court Rules, and other

relevant statutes and cases; inspecting the property located at 472 North Villa Street, Porterville, California 93257 that is the subject of this Receivership Action ("Property"); advising City staff; researching title to the Property and identifying all legally interested parties; drafting, filing and serving the Notice of Pendency of Action as required by the Health and Safety Code; drafting and serving the three day notice of the Petition for Nuisance Abatement and Receivership pursuant to Health and Safety Code section 17980.7 ("Petition"); drafting, filing and serving the Summons and Petition; drafting, filing and serving the Request for Entry of Default; drafting, filing and serving the Ex Parte Application for the Appointment of a Receiver pursuant to Health and Safety Code section 17980.7, including several declarations from City staff; attending the court hearing to appoint the Receiver; reviewing the Receiver's Ex Parte Application for Order Confirming Sale of and Stripping Liens from the Property; attending the court hearing for the Receiver's Ex Parte Application; reviewing the Receiver's Motion for Order Confirming Sale; drafting, filing and serving City's Joinder in Support of the Receiver's Motion; attending the court hearing for the Receiver's Motion; reviewing Sale offers and correspondence; reviewing receivership reports and accountings; and corresponding with the Receiver.

The rates charged the City for performing these tasks were reasonable, if not below market rates, at \$193-\$203 per hour for attorneys and \$100-\$120 per hour for law clerks and paralegals. The hours spent in performing these tasks and the hourly rates charged to the City were reasonable for the legal market, especially considering the specialized nature of Health and Safety Code-based receivership litigation, the nature of this Receivership Action and violations of law involved, and the experience of the attorneys involved. Silver & Wright's legal invoices are privileged and are therefore not included with this demand. (*Los Angeles County Board of Supervisors v. Superior Court* [2016] 2 Cal.5th 282.) We trust that the description of the work performed above is sufficient to support the City's attorneys' fees and costs incurred to date in this matter.

Please remit payment in the name of the Silver & Wright LLP as attorneys for the City of Porterville. Please send payment to our firm at the Irvine address above, sent to the attention of Curtis R. Wright.

Thank you for your service to the Court and the public in this matter. Please contact the undersigned if you require any additional information.

Best Regards,



Amanda A. Pope
SILVER & WRIGHT LLP
Attorneys for City of Porterville

Exhibit H

BUILDING DEPARTMENT
City of Porterville
CORRECTION NOTICE

Job located at 472 N. Villa St

I have this day inspected this structure and these premises and have found the following violations of City and/or State laws governing same:

- Add Anchor bolts
- must use 3x3 washers.
- Strap Garage Beam.
- Add LTP's for shear transfer
- Add Nails on shear panels whole house.
- Add A-35 on all bird blocks for shear transfer.
- Add x brace in south gable end and at mid span of house
- Add lateral brace on trusses built for A/C platform.
- Re nail Roof

You are hereby notified that no more work shall be done upon these premises until the above violations are corrected. When corrections have been made, call for inspection.

DATE

7-24-18

Pat Aguirre
Inspector for Building Department

DO NOT REMOVE THIS TAG

Provide Sub contractor list
or proof of workers comp insurance.

Exhibit I

Task	Timeframe	Amount
City's inspection of the property		\$2,123.00
SC review of file and attend inspection	Prior to the Andamo Lawsuit	\$1,166.50
SC to prepare Notice of Order to Repair or Abate	Prior to the Andamo Lawsuit	\$1,084.90
SC bought Ut Guaranty then updated after Vargas Purch	Prior to the Andamo Lawsuit	\$356.40
SC to Record Nop	Prior to the Andamo Lawsuit	\$104.70
SC draft 3-Day Notice	Prior to the Andamo Lawsuit	\$424.60
SC prepare for Receivership Petition	As part of Aandamo Lawsuit	\$1,061.50
SC draft Receivership Pett Papers	January 27, 2016	\$3,691.60
SC draft Supporting Decs	January 27, 2016	\$2,205.10
SC draft Not of Non-Opp and Reply	As part of Aandamo Lawsuit	\$1,283.40
SC prepare for hearing on Receiver	As part of Aandamo Lawsuit	\$1,168.20
SC prepare Order on Hearing	As part of Aandamo Lawsuit	\$95.40
SC in furtherance of Receivership action	As part of Aandamo Lawsuit	\$790.30

SC variety of tasks	Nuisance inspection through Re-Appointment of the Receiver Application Nuisance inspection through Re-Appointment of the Receiver	\$3,394.00
---------------------	---	------------

SC communications with original owner and Vargas		\$5,947.80
SC working on Slip to Reappoint Receiver (Aandamo)	Reappoint Application	\$698.30
SC working on Slip to Reappoint (Vargas)	Reappoint Application	\$2,455.30
SC work with Receiver regarding property	As appart of Andamo Lawsuit	\$1,867.40
SC strategy for litigation	unknown	\$2,320.10
SC various receivership matters	unknown	\$1,487.60
SC working on Quitclaim Deed	unknown	\$154.40
SC drafting lis pendens	unknown	\$154.40
SC prepare notice of default- motion to reappoint		\$568.60
SC review answers to Receiver (Aandamo and Vargas)		\$739.30
SC review Receiver reports	As part of Aandamo Lawsuit	\$914.30
SC review of ex parte order to sell property	As part of Aandamo Lawsuit	\$852.00
SC review title documents	As part of Aandamo Lawsuit	\$336.60
SC work on motion to sell property	As part of Aandamo Lawsuit	\$4,048.60
SC working on motion for discharge	As part of Aandamo Lawsuit	\$227.60
SC drafting ex parte order to reappoint receiver		\$9,632.00
SC draft proposed order		\$881.50
SC draft request for judicial notice		\$688.00
SC review file to locate exhibits		\$430.00
SC preparing for ex parte hearing		\$1,487.80
SC indentifying process to add Vargas		\$1,053.50
SC draft motion to Reaappoint receiver		\$7,219.70
SC review/analyze opposition to Reappoint receiver		\$206.40
SC draft reply		\$1,500.70
SC prepare for hearing on Reappoint receiver		\$2,971.30
SC respond to RFP		\$4,927.80
SC communicating with potential purchaser		\$946.00
SC draft withdrawal of lis pendens		\$524.60
SC draft recovery invoice for City fees/costs		\$601.20
Litigation Costs		\$5,794.05

Costs incurred by City of Porterville for Inspections and Litigation

\$7,917.05

Special Counsel attorneys' fees identified as dedicated to the Andamo Receivership Action

\$21,679.10

Special Counsel attorneys' fees identified as dedicated to Motion to Reappoint Receiver (Vargas)

\$37,532.00

Special Counsel Non-dedicated or Unkonwn attorneys' fees

\$13,458.30



CITY COUNCIL AGENDA – JUNE 16, 2020

SUBJECT: Annual Adjustment of Fees by Application of the Engineering News-Record (ENR) Cost Index

SOURCE: Public Works

COMMENT: In accordance with prior City Council authorization, staff calculates and adjusts all of the attached fees annually. The policy, as of 2003, is to provide the Council notice of all the proposed adjustments, whether they are subject to the Mitigation Fee Act or not, sixty (60) days before the new fees become effective. The fees are adjusted annually by application of the ENR Cost Index. Most of the fees in Exhibit "H" Connection Fees and Exhibit "A" Park Impact Fees were in effect before January 1, 1989, (the effective date of the Mitigation Fee Act) and have only been increased by the ENR 20-City Construction Cost Index. The fees subject to the Act that were adopted or increased after its effective date were adopted or increased in accordance with those regulations. City staff has given sixty (60) notice to the Building Industry Association (BIA) for the fees covered by the Mitigation Fee Act, along with notice to local developers and engineering firms of the proposed impact fee increase.

Due to the recently adopted pavement standards requiring the use of Polymer Modified Asphalt (PMA), the residential development community has requested that Council consider an adjustment to the Transportation Impact Fee (TIF). A limited decrease (e.g. 5%) in the TIF is being sought for residential developments as PMA extends the life of pavement by an average of five years, however, also increases paving costs. The use of PMA helps defer maintenance efforts to allow the City to focus its efforts on other pavement rehabilitation projects where only conventional asphalt has been used.

If approved, the new fees will take effect on July 15, 2020.

RECOMMENDATION: That the City Council:

1. Conduct the Public Hearing and consider all public testimony; and
2. Implement the ENR Cost Index automatic increase for FY 2020/2021 (1.48% increase).

ATTACHMENTS:

1. Exhibit A - Park Impact Fees
2. Exhibit H - Connection Fees

Appropriated/Funded:

Review By:

Department Director:

Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager

EXHIBIT 'A'

PARK IMPACT FEES ◇

	Effective Date <u>07/01/19</u>	Effective Date <u>07/15/20*</u>
1. Single Family (RS-1 & RS-2) Δ	\$849	\$861
2. Multiple Family Per Unit Δ	\$659	\$669
3. Mobile Homes Δ	\$476	\$483

To be increased annually by the Engineering News Record Construction Cost Index.

*MO # TBD – Based on ENR Index = 11396.97

MO #17-060419 – Based on ENR Index = 11227.88

MO #13-061918 - Based on ENR Index = 10958.79

MO #12-060617 – Based on ENR Index = 10277.64

MO #16-060716 - Based on ENR Index = 10242.09

MO #13-060215 Approved increase of all suspended years (17% total as compounded)

FY 2014/2015 No report sent to City Council

MO #16-040213 Fee increase suspended for one year

MO #09-041712 Fee increase suspended for one year

MO #13-041911 Approved suspending impact fees for 2011/2012

MO #20-040610 Fee increase suspended for one year

Δ Resolution #2-99 (Establishing ENR Annual Adjustment)

◇ Fees Covered by the Mitigation Fee Act

Revised – 2018-05-04

EXHIBIT 'H'
CONNECTION FEES

		EFFECTIVE DATE	
	<u>SEWER TRUNK LINE FEES</u>	7/1/19	7/15/20*
1.	Hillside Development - per acre (Δ 142-02) ◇ _	\$1,264	\$1,283
2.	Single Family (RS-1 & RS-2) - per acre (Δ 94-90)	\$2,371	\$2,406
3.	Duplex (RM-1) - per acre (Δ 94-90)	\$5,506	\$5,588
4.	Multiple Family (RM-2 & RM-3) - per acre (Δ 94-90)	\$12,845	\$13,035
5.	Institutional - per acre**(Δ 94-90)	\$892	\$906
6.	Commercial & Professional Office - per acre**(Δ 94-90)	\$3,347	\$3,397
7.	Industrial - per acre**(Δ 94-90)	\$14,290	\$14,503

		EFFECTIVE DATE	
	<u>TREATMENT PLANT FEES</u>	7/01/19	7/15/20*
1.	Single Family and Multiple Family - per unit (Δ 67-03)	\$3,885	\$3,943
2.	Commercial and Industrial - per sewer connection (Δ 67-03)	\$13.88 (per gpd) (\$3,885)	\$14.09 (per gpd) (\$3,943)

		EFFECTIVE DATE	
	<u>SEWER CONNECTION CHARGES</u>	7/01/19	7/15/20*
1.	Six Inch or Smaller - per foot	\$12.81	\$13.00
2.	Eight Inch - per foot	\$16.80	\$17.05

		EFFECTIVE DATE	
	<u>WATER TRUNK FEES</u>	7/01/19	7/15/20*
1.	Hillside Development - per acre (Δ 142-02) ◇ _	\$1,861	\$1,888
2.	Single Family (RS-1 & RS-2) - per acre (Δ 93-90)	\$3,879	\$3,937
3.	Duplex (RM-1) - per acre (Δ 93-90)	\$9,711	\$9,855
4.	Multiple Family (RM-2 & RM-3) - per acre (Δ 93-90)	\$22,671	\$23,008
5.	Institutional**(Δ 93-90)	\$2,532	\$2,569
6.	Commercial and Professional Office - per acre**(Δ 93-90)	\$2,916	\$2,959
7.	Commercial Crop Cultivation – per acre**(Ord. 1813) D	\$728	\$739
8.	Industrial - per acre**(Δ 93-90)	\$22,392	\$22,724

		EFFECTIVE DATE	
	<u>WATER CONNECTION FEE</u>	7/01/19	7/15/20*
1.	Connection Charges - per foot	\$10.94	\$11.10

		EFFECTIVE DATE	
	<u>STREET LIGHT FEES</u>	7/01/19	7/15/20*
1.	Multiple Family - per foot	\$3.32	\$3.37
2.	Commercial/Industrial - per foot	\$4.19	\$4.25

<u>STORM DRAINAGE FEES</u>		EFFECTIVE DATE	
		7/01/19	7/15/20*
1.	Single Family (RS-1 & RS-2) - per acre (inc. Hillside Dev.) (Δ 95-90)	\$6,390	\$6,485
2.	Duplex (RM-1) - per acre (Δ 95-90)	\$8,523	\$8,650
3.	Multiple Family (RM-2 & RM-3) - per acre (Δ 95-90)	\$12,788	\$12,978
4.	Commercial, Industrial & Institutional - per acre (Δ 95-90)	\$17,043	\$17,296

<u>FIRE HYDRANT FEES</u>		EFFECTIVE DATE	
		7/01/19	7/15/20*
1.	Multiple Family - per foot	\$4.34	\$4.40
2.	Commercial/Industrial - per foot	\$6.42	\$6.52

<u>TRANSPORTATION IMPACT FEES</u> ◇ _		EFFECTIVE DATE	
		7/01/19	7/15/20*
1.	Single Family (RS-1 & RS-2) per unit (Δ 50-98)	\$1,367	\$1,387
2.	Multiple Family (per unit) (Δ 50-98)	\$924	\$938
3.	General Office/ Institutional (per 1,000 sq ft of gross floor) (Δ 50-98)	\$3,518	\$3,570
4.	Commercial (per 1,000 square feet of gross floor area) (Δ 50-98)	\$6,691	\$6,791
5.	Light Industrial (per 1,000 square feet of gross floor area) (Δ 50-98)	\$997	\$1,012

<u>FRONTAGE IMPROVEMENT VALUATION THRESHOLD</u>		EFFECTIVE DATE	
		7/01/19	7/15/20*
1.	Frontage Improvements are required when the Building Permit valuation is over ◆ (Beginning 2/19/04 - over a two-year period)	\$24,296	\$24,657

*MO # TBD – Based on ENR Index = 11396.97
MO #17-060419 – Based on ENR Index = 11227.88
MO #13-061918 - Based on ENR Index = 10958.79
MO #12-060617 - Based on ENR Index = 10277.64
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MO #16-040213 Fee increase suspended for one year
MO #09-041712 Fee increase suspended for one year
MO #13-041911 Fee increase suspended for one year
MO #20-040610 Fee increase suspended for one year
Δ Resolution Establishing ENR Annual Adjustment
◆ Ordinance No. 1644 dated 2-19-04 (includes Annual Adjustment by ENR)
◇ Fees Covered by the Mitigation Fee Act

**Institutional, Commercial and Industrial water and sewer trunk line fees will be collected based upon the amount stated above, but shall be adjusted after monitoring of actual usage to the following fees:

Water - \$192.08 per 100 GPD of actual average demand (adjusted annually by the ENR Construction Cost Index).

Sewer - \$163.26 per 100 GPD of actual daily flow (adjusted annually by the ENR Construction Cost Index).



CITY COUNCIL AGENDA – JUNE 16, 2020

SUBJECT: Adoption of Fiscal Year 2020-2021 Budget

SOURCE: City Manager's Office

COMMENT: Consistent with the City Charter and pursuant to the City Council's action from its meeting of June 2, 2020, the City Manager has submitted for the Council's consideration the proposed Budget for the 2020-2021 Fiscal Year, proposed to be effective July 1, 2020 through September 30, 2020. Section 51 of the City Charter provides that the City Manager shall provide not later than thirty (30) days before the end of the City's fiscal year, an estimate of expenditures and revenues of the City Departments for the ensuing year.

As the Council is aware, the ongoing novel coronavirus (COVID-19) is having profound and significant financial impacts upon federal, state and local budgets. The State has forecasted that it could lose \$54 billion through the 2020-2021 fiscal year, and the League of California Cities estimates that cities in California will collectively lose an estimated \$7 billion.

In regards to the City specifically, staff expects the greatest impact to affect sales and use tax revenues, which in the current 2019-2020 fiscal year constitutes approximately \$17.4 million, including \$6.7 million in Measure I sales tax, \$6.3 million in Bradley-Burns (General Fund) sales tax, and \$3.9 million in Measure H sales tax. Financial impact to the current fiscal year have yet to be determined and will likely not be reconciled until August, however, financial impact estimates to sales and use tax for next fiscal year range from ten percent (10%) to twenty percent (20%), which would reflect \$1.7 to \$3.4 million decrease in the coming fiscal year, with the most likely estimate being fifteen percent (15%) or approximately \$2.6 million. The impact to Measure I and the General Fund revenues would be \$2 million, and \$600,000 to Measure H. With the City's sales and use taxes generally supporting the Fire and Police Departments, the greatest potential impact would be up to \$2 million in previously budgeted street improvement projects, which at its meeting on May 5, 2020, the Council acted to utilize \$6 million of its \$7.8 million in federal CARES Act Transit funds to fully-fund Transit operations, thereby redirecting \$6 million in local transportation funds to continue to support previously budgeted and programmed street improvements projects. The Council has previously programmed significant street improvement projects of more than \$20 million, including the reconstruction of Henderson Avenue (Indiana Street to Jaye Street and 2nd Street to Plano Street), reconstruction of Newcomb Street (Morton Avenue to Olive Avenue), reconstruction of Main Street (Morton Avenue to Olive Avenue), reconstruction of Union Avenue (Indiana Street to

Jaye Street) reconstruction of Villa Street (Henderson Avenue to Olive Avenue), and rehabilitation of Henderson Avenue (Patsy Street to Westwood Street).

Due to international and national travel restrictions, as well as State stay-at-home Orders, local transient occupancy tax (TOT) collections are expected to be impacted, which with current budget projections of \$550,000, estimates of decreased revenues range between fifty percent (50%) and ninety (90%) or \$275,000 and \$500,000.

Given the impact to local small businesses, the Council may wish to consider the collection of biannual Tier 1 and 2 business license collections scheduled to occur in July be deferred to January 2021, which would benefit approximately 1,300 individuals and businesses with estimated deferred General Fund revenue of \$33,000.

COVID-19 has also interfered with both the Council's ability to meet in determining its priority projects for the coming fiscal year, as well as staff's ability to provide valid capital improvement budgets, which staff is optimistic that such a strategic session could be planned for this summer. The catastrophic Library fire in February has also significantly affected the City, which combined with COVID-19 and the State's stay-at-home Orders, has presented unique challenges to planning and budgeting for interim Library operations and cost-recovery through insurance proceeds, as well as strategic planning for the new replacement facility.

The conservative stewardship of the City has allowed it to accumulate General Fund reserves of approximately \$15 million, including Budget Stabilization (\$4.3 million), Catastrophic Emergencies (\$2.8 million), and other capital and infrastructure funds (\$3 million), considering as well Equipment Replacement (\$4.7 million). In addition, Measure H has a reserve of approximately \$1.5 million.

City Departments continue to be diligent in the monitoring of respective budgets and allocated expenditures, which considering current fiscal year-end estimates projected to save approximately \$1.5 million in General Fund expenditures, it is anticipated that the City's General Fund could finish with a positive balance even considering expected decreases in sales and use tax revenues in the current quarter.

The City Charter provides that “after duly considering the estimate and making such corrections or modifications thereto as shall seem advisable to it, the Council shall by resolution adopt a general budget and such resolution shall operate as an appropriation of funds to the amounts and for the purposes set forth in the budget so adopted.” All spending authority from the current 2019-2020 Fiscal Year budget expires after June 30, 2020. Therefore, a new budget must be adopted which allows payroll to be paid and routine expenditures to be incurred effective July 1, 2020. The Charter is not specific as to the duration of the adoption, thus, accordingly, consistent with the Council's action from its

meeting of June 2, 2020, it is staff's recommendation that Council authorize the budget adoption from July 1, 2020 through October 6, 2020, with the objective of formally adopting a refined 2020-2021 fiscal year budget at its meeting of October 6, 2020. In addition, staff would recommend the Council conduct its annual priority project review on August 25, 2020, when staff will be better able to prepare draft capital project budget estimates.

RECOMMENDATION: That the City Council conduct the Public Hearing and consider for adoption the proposed 2020-2021 Fiscal Year Budget through October 6, 2020, including any modifications and for the time period as designated by Council.

ATTACHMENTS:

1. Draft Resolution - Fiscal Year 2020-2021 Interim Budget
2. Fiscal Year 2020-2021 Interim Budget
3. Fiscal Year 2019-2020 Financials - March 31, 2020

Appropriated/Funded: MB

Review By:

Department Director:

Final Approver: John Lollis, City Manager

RESOLUTION NO. ____-2020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF PORTERVILLE ADOPTING THE PROVISIONAL INTERIM CITY BUDGET
FOR THE PERIOD JULY 1, 2020 THROUGH OCTOBER 6, 2020

WHEREAS: The City Charter of the City of Porterville, provides that the City Manager submit an estimate of the expenditures and revenues of the City departments for the ensuing fiscal year not later than 30 days before the end of the City's current fiscal year; and

WHEREAS: The City has experienced unprecedented challenges in the past few months as a result of the Library fire and the ongoing COVID-19 pandemic, causing profound and significant financial impacts to the City budget; and

WHEREAS: All spending authority from the current fiscal year 2019-2020 budget expires after June 30, 2020 and a new budget must be adopted which allows payroll to be paid and routine expenditures to be incurred effective July 1, 2020.

NOW, THEREFORE, BE IT RESOLVED:

1. That the City Council of the City of Porterville adopt a provisional interim City Budget with the continuance of the Fiscal Year 2019-2020 City Budget for the period July 1, 2020 to October 6, 2020.
2. That the City Council conduct its priority project review of the capital project budget estimates on August 25, 2020.
3. That the City Council conduct a public hearing and adopt a refined Fiscal Year 2020-2021 City Budget on October 6, 2020.

PASSED, APPROVED AND ADOPTED this 16th day of June, 2020.

Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk

INTERIM ANNUAL BUDGET



**FISCAL YEAR
2020-2021**

**CITY OF PORTERVILLE
ANNUAL BUDGET
2020-2021**

GENERAL FUND REVENUE ESTIMATES

		2019-2020		
	2018-2019 Actual	Original Estimate	Revised Estimate	2020-2021 Estimate
Property taxes				
Current Secured	\$ 2,894,129	\$ 2,800,000	\$ 2,950,000	\$ 2,800,000
Current Unsecured	165,685	160,000	171,232	160,000
Prior Secured/Unsecured	61,928	60,000	60,000	60,000
In lieu for VLF	4,117,800	4,200,000	4,321,395	4,200,000
Total	7,239,542	7,220,000	7,502,627	7,220,000
Other taxes				
Sales & use tax	6,256,098	6,322,477	5,858,000	5,604,000
Utility Users tax	3,911,568	4,350,000	3,800,000	3,800,000
Transient occupancy tax	539,233	550,000	400,000	250,000
Property transfer tax	91,044	85,000	86,030	85,000
Franchises	629,231	630,000	630,000	600,000
Municipal franchises	1,001,134	1,001,134	1,001,134	1,001,134
Sales tax-Public Safety	260,632	220,000	225,584	200,000
Business license tax	472,618	480,000	465,000	425,000
Total	13,161,558	13,638,611	12,465,748	11,965,134
Permits				
Building permits	250,543	250,000	315,000	250,000
Plumbing permits	188,792	150,000	240,000	150,000
Electrical permits	106,904	80,000	145,000	80,000
Other permits	16,390	12,500	12,800	12,500
Total	562,629	492,500	712,800	492,500
Revenue from Other Agencies				
Vehicle license fees in excess	29,183	29,000	47,693	29,000
Homeowners tax exemption	24,480	25,000	24,000	24,000
State & Federal operating grants	157,970	147,567	139,074	-
State Reimbursements	66,252	20,000	77,275	50,000
Total	277,885	221,567	288,042	103,000
Use of money & property				
Investment income	433,817	175,000	300,000	175,000
Rental income	290,050	268,000	268,000	2,030,000
Total	723,867	443,000	568,000	2,205,000

**CITY OF PORTERVILLE
ANNUAL BUDGET
2020-2021**

GENERAL FUND REVENUE ESTIMATES

		2019-2020		
	2018-2019 Actual	Original Estimate	Revised Estimate	2020-2021 Estimate
Fines & forfeitures				
Parking fines	6,189	12,000	7,000	7,000
Vehicle code fines	1,978	2,000	2,366	2,000
Other fines	13,506	18,000	20,000	18,000
Total	21,673	32,000	29,366	27,000
Charges for services				
Planning & zoning fees	55,801	40,000	90,000	50,000
Engineering & inspection fees	84,195	75,000	112,000	75,000
Police services	488,755	560,000	550,000	500,000
Fire services	94,144	50,000	50,000	50,000
Library services	36,834	40,000	18,755	-
Recreation facility rentals	95,433	87,600	45,000	40,000
Recreation program revenues	2,599,259	2,575,000	2,265,000	2,275,000
Senior program revenues	14,846	17,000	8,990	-
Swimming fees	82,033	84,200	34,000	30,000
Passport services	61,966	55,000	45,818	30,000
Interfund services	2,297,249	2,450,000	2,350,000	2,350,000
Other service charges	9,822	6,272	20,000	6,000
Total	5,920,337	6,040,072	5,589,563	5,406,000
Other revenues	304,667	80,200	97,800	75,000
TOTAL GENERAL FUND	\$ 28,212,158	\$ 28,167,950	\$ 27,253,946	\$ 27,493,634

**CITY OF PORTERVILLE
ANNUAL BUDGET
2020-2021**

GENERAL FUND EXPENDITURE ESTIMATES

	2018-2019	2019-2020		2020-2021
	Actual	Original Estimate	Revised Estimate	Estimate
LEGISLATIVE				
City Council	\$ 167,044	\$ 122,917	\$ 140,000	\$ 122,917
- Reserves / Designated Funds	97,050	100,000	36,336	100,000
Community Promotion	194,238	265,339	205,000	265,339
Total	458,332	488,256	381,336	488,256
ADMINISTRATIVE				
City Manager	278,001	320,596	320,596	320,596
City Clerk	174,161	216,969	170,000	216,969
Human Resources	343,333	318,459	335,000	318,459
Total	795,495	856,024	825,596	856,024
CITY ATTORNEY	161,136	225,000	140,000	225,000
FINANCE				
General Accounting	514,848	519,881	519,881	519,881
Information Technology Services	397,782	490,049	490,049	490,049
General Services	295,513	351,381	280,000	351,381
Utility Billing	351,648	373,473	373,473	373,473
Total	1,559,791	1,734,784	1,663,403	1,734,784
POLICE SERVICES	10,221,462	11,019,642	10,750,000	11,019,642
FIRE SERVICE	4,202,432	4,337,124	4,120,000	4,337,124

**CITY OF PORTERVILLE
ANNUAL BUDGET
2020-2021**

GENERAL FUND EXPENDITURE ESTIMATES

		2019-2020		
	2018-2019 Actual	Original Estimate	Revised Estimate	2020-2021 Estimate
COMMUNITY DEVELOPMENT				
Planning	558,805	694,505	575,000	694,505
Economic Development	283,032	473,328	420,000	473,328
Total	841,837	1,167,833	995,000	1,167,833
PUBLIC WORKS				
Engineering	1,163,590	1,208,650	1,400,000	1,208,650
Street Maintenance	493,688	492,623	520,000	492,623
Traffic Control	265,317	386,891	350,000	386,891
Street Lighting	506,581	507,773	510,000	507,773
Storm Drain Maintenance	96,248	89,693	89,693	89,693
Parking Lot Maintenance	56,200	56,893	56,893	56,893
Total	2,581,624	2,742,523	2,926,586	2,742,523
PARKS & LEISURE SERVICES				
Parks Maintenance	2,268,152	2,330,028	2,350,000	2,330,028
Community Centers	102,260	140,566	35,000	140,566
Leisure Services	2,812,850	2,900,698	2,825,000	2,900,698
Swimming Pool	163,723	166,525	120,000	166,525
Youth Center	105,804	115,093	115,093	115,093
Library	768,172	794,194	740,000	794,194
Subtotal	6,220,961	6,447,104	6,185,093	6,447,104
Grant-funded Parks programs	18,936	24,645	24,645	24,645
Total	6,239,897	6,471,749	6,209,738	6,471,749
TOTAL GENERAL FUND	\$ 27,062,006	\$ 29,042,935	\$ 28,011,659	\$ 29,042,935

**CITY OF PORTERVILLE
ANNUAL BUDGET
2020-2021**

PUBLIC SAFETY SALES TAX (MEASURE H) FUND

	2018-2019	2019-2020		2020-2021
	Actual	Original Estimate	Revised Estimate	Estimate
Available balance, beginning of year	\$ 1,215,979	\$ 1,544,594	\$ 1,488,148	\$ 1,539,032
Add:				
Revenues from:				
Sales tax - Measure H	3,840,114	3,844,047	3,685,000	3,557,000
Interest income	30,439	5,000	20,000	5,000
Police services	2,625	5,000	533	1,000
Contributions	7,600	-	-	-
Other	151,023	-	-	-
Total	<u>4,031,801</u>	<u>3,854,047</u>	<u>3,705,533</u>	<u>3,563,000</u>
Less:				
Appropriations for:				
Police services	1,696,658	1,795,095	1,600,000	1,795,095
Fire services	1,504,019	1,566,149	1,566,149	1,566,149
Public Safety Station	38,488	38,500	38,500	38,500
Library & literacy	520,467	576,607	450,000	576,607
Total	<u>3,759,632</u>	<u>3,976,351</u>	<u>3,654,649</u>	<u>3,976,351</u>
Capital projects				
Library improvements	-	32,257	-	32,257
Animal shelter	-	160,983	-	160,983
Total	<u>-</u>	<u>193,240</u>	<u>-</u>	<u>193,240</u>
Available balance, end of year	\$ <u>1,488,148</u>	\$ <u>1,229,050</u>	\$ <u>1,539,032</u>	\$ <u>932,441</u>

**CITY OF PORTERVILLE
ANNUAL BUDGET
2020-2021**

MEASURE I SALES TAX FUND

	2017-2018	2018-2019		2019-2020
	Actual	Original Estimate	Revised Estimate	Estimate
Available balance, beginning of year	\$ -	\$ 704,680	\$ 1,712,404	\$ 6,129,660
Add:				
Revenues from:				
Sales tax - Measure I	1,844,231	6,655,239	6,655,239	6,089,544
Interest income	1,913	10,000	60,000	10,000
Total	1,846,144	6,665,239	6,715,239	6,099,544
Less:				
Appropriations for:				
Police services	36,583	2,249,095	1,650,000	2,249,095
Fire services	64,859	477,683	477,683	477,683
Streets maintenance	-	295,972	-	295,972
Total	101,442	3,022,750	2,127,683	3,022,750
Appropriations for streets program:				
AC pavement repair and overlay program	-	400,000	-	400,000
Grand Ave connection between 4th & Henrahan	20,598	250,000	12,900	237,100
Henderson Ave reconstruction - 2nd to Plano	-	807,000	-	807,000
Main Street downtown reconstruction	-	350,000	55,000	295,000
Montgomery reconstruction - design	11,700	100,000	2,900	97,100
Pavement management program - citywide	-	150,000	1,500	298,500
Sidewalk and ADA improvements	-	400,000	-	400,000
Street median rehabilitation	-	50,000	-	50,000
Union Ave reconstruction	-	225,000	30,000	195,000
Villa Street reconstruction	-	600,000	68,000	532,000
Total	32,298	3,332,000	170,300	3,311,700
Available balance, end of year	\$ 1,712,404	\$ 1,015,169	\$ 6,129,660	\$ 5,894,754

**CITY OF PORTERVILLE
ANNUAL BUDGET
2020-2021**

SPECIAL GAS TAX FUND

		2019-2020		
	2018-2019	Original	Revised	2020-2021
	Actual	Estimate	Estimate	Estimate
Available balance, beginning of year	\$ 2,113,763	\$ 2,654,798	\$ 942,927	\$ 1,736,689
Add:				
Revenues from:				
State Gas Tax, Section 2105	333,576	337,655	307,639	319,412
State Gas Tax, Section 2107	419,508	441,004	384,256	384,256
State Gas Tax, Section 2107.5	7,500	7,500	7,500	7,500
State Gas Tax, Section 2106	189,663	185,326	169,812	176,265
State Gas Tax, Section 2103	203,110	523,642	443,375	509,151
RMRA - SB1	1,114,926	999,208	1,003,680	1,035,667
Grants	755,388	1,106,522	872,020	1,057,551
Interest income	78,713	15,000	35,000	20,000
	<u>3,102,384</u>	<u>3,615,857</u>	<u>3,223,282</u>	<u>3,509,802</u>
Less:				
Appropriations for:				
Capital projects	<u>3,272,951</u>	<u>5,218,353</u>	<u>1,399,520</u>	<u>4,246,095</u>
	<u>3,272,951</u>	<u>5,218,353</u>	<u>1,399,520</u>	<u>4,246,095</u>
Transfers to General Fund for:				
Street Maintenance	493,688	492,623	520,000	492,623
Street Lighting	<u>506,581</u>	<u>507,773</u>	<u>510,000</u>	<u>507,773</u>
Total	<u>1,000,269</u>	<u>1,000,396</u>	<u>1,030,000</u>	<u>1,000,396</u>
Available balance, end of year	\$ <u>942,927</u>	\$ <u>51,906</u>	\$ <u>1,736,689</u>	\$ <u>-</u>

**CITY OF PORTERVILLE
ANNUAL BUDGET
2020-2021**

LOCAL TRANSPORTATION FUNDS (LTF) FUND

		2019-2020		
	2018-2019	Original	Revised	2020-2021
	Actual	Estimate	Estimate	Estimate
Available balance, beginning of year	\$ 6,327,088	\$ 6,435,005	\$ 9,715,572	\$ 11,550,026
Add:				
Revenues from:				
State Gas Tax, Section 325	2,844,847	1,500,000	1,637,454	1,500,000
Sales Tax - Measure R - Local	1,085,341	1,200,000	1,200,000	1,200,000
Sales Tax - Measure R - Regional	586,684	5,800,000	-	5,800,000
Sales Tax - Measure R - Alternative	132,167	374,511	-	374,511
Grants	-	1,939,615	-	1,939,615
Interest income	258,667	70,000	175,000	100,000
Total	4,907,706	10,884,126	3,012,454	10,914,126
Less:				
Appropriations for:				
Capital projects - LTF	635,883	5,950,566	800,000	5,950,566
Capital projects - grants	-	1,939,615	-	1,939,615
Capital projects - Measure R - Local	883,339	3,243,000	378,000	3,243,000
Capital projects - Measure R - Regional	-	5,800,000	-	5,800,000
Capital projects - Measure R - Alternative	-	374,511	-	374,511
Total	1,519,222	17,307,692	1,178,000	17,307,692
Available balance, end of year	\$ 9,715,572	\$ 11,439	\$ 11,550,026	\$ 5,156,460

**CITY OF PORTERVILLE
ANNUAL BUDGET
2020-2021**

TRAFFIC SAFETY FUND

		2019-2020		
	2018-2019 Actual	Original Estimate	Revised Estimate	2020-2021 Estimate
Available balance, beginning of year	\$ 20,864	\$ -	\$ 9,652	\$ -
Add:				
Revenues from:				
Interest Income	594	400	400	400
Vehicle Code Fines	102,446	120,000	100,000	100,000
Total	103,040	120,400	100,400	100,400
Less:				
Transfers to General Fund for:				
Street Maintenance	114,252	120,400	110,052	100,400
Total	114,252	120,400	110,052	100,400
Available balance, end of year	\$ 9,652	\$ -	\$ -	\$ -

**CITY OF PORTERVILLE
ANNUAL BUDGET
2020-2021**

ZALUD ESTATE FUND

		2019-2020		
	2018-2019 Actual	Original Estimate	Revised Estimate	2020-2021 Estimate
Available balance, beginning of year	\$ 61,201	\$ 54,113	\$ 55,684	\$ 45,405
Add:				
Revenues from:				
Interest income	2,260	800	800	800
User fees	5,138	6,500	4,625	6,500
Other income	1,209	500	796	500
Total	8,607	7,800	6,221	7,800
Transfers from:				
General Fund	10,000	10,000	10,000	10,000
Total Revenues and Transfers	18,607	17,800	16,221	17,800
Less:				
Appropriations for:				
Operations	24,124	23,955	26,500	26,500
Total	24,124	23,955	26,500	26,500
Available balance, end of year	\$ 55,684	\$ 47,958	\$ 45,405	\$ 36,705

**CITY OF PORTERVILLE
ANNUAL BUDGET
2020-2021**

COMMUNITY DEVELOPMENT BLOCK GRANT FUND

		2019-2020		
	2018-2019 Actual	Original Estimate	Revised Estimate	2020-2021 Estimate
Available balance, beginning of year	\$ 239,766	\$ 1,115,361	\$ 553,971	\$ 423,579
Add:				
Revenues from:				
State grants	343,501	-	-	-
Federal grants	625,544	798,922	798,922	798,922
Interest income	37,590	35,000	35,000	35,000
Other	445	500	225	500
Total	1,007,080	834,422	834,147	834,422
Less:				
Appropriations for:				
Operations	173,004	181,452	181,452	181,452
Capital	113,696	368,605	368,605	368,605
Subtotal	286,700	550,057	550,057	550,057
Debt service	301,378	313,916	313,916	296,535
Total	588,078	863,973	863,973	846,592
Transfer to:				
General Fund for Youth Center	104,797	100,566	100,566	110,875
Total Appropriations and Transfers	692,875	964,539	964,539	957,467
Available balance, end of year	\$ 553,971	\$ 985,244	\$ 423,579	\$ 300,534

**CITY OF PORTERVILLE
ANNUAL BUDGET
2020-2021**

TRANSIT FUND

		2019-2020		
	2018-2019 <u>Actual</u>	Original <u>Estimate</u>	Revised <u>Estimate</u>	2020-2021 <u>Estimate</u>
Available balance, beginning of year	\$ <u>(487,358)</u>	\$ <u>-</u>	\$ <u>(510,533)</u>	\$ <u>-</u>
Add:				
Revenues from:				
LTF	581,190	1,061,353	240,045	1,061,353
STAF	1,055,875	1,000,000	1,151,305	1,000,000
Sales tax, Measure R	170,000	770,000	170,000	770,000
Farebox	574,382	550,000	500,000	550,000
State and Federal Grants	7,825,656	8,211,600	7,966,318	8,211,600
Other income	<u>94,783</u>	<u>241,000</u>	<u>82,865</u>	<u>241,000</u>
Total	<u>10,301,886</u>	<u>11,833,953</u>	<u>10,110,533</u>	<u>11,833,953</u>
Less:				
Appropriations for:				
Capital outlay	6,227,929	7,874,961	5,500,000	7,874,961
Operations	<u>4,097,132</u>	<u>3,958,992</u>	<u>4,100,000</u>	<u>3,958,992</u>
Total	<u>10,325,061</u>	<u>11,833,953</u>	<u>9,600,000</u>	<u>11,833,953</u>
Available balance, end of year	\$ <u><u>(510,533)</u></u>	\$ <u><u>-</u></u>	\$ <u><u>-</u></u>	\$ <u><u>-</u></u>

**CITY OF PORTERVILLE
ANNUAL BUDGET
2020-2021**

SPECIAL SAFETY GRANTS

		2019-2020		
	2018-2019 Actual	Original Estimate	Revised Estimate	2020-2021 Estimate
Available balance, beginning of year	\$ 168,880	\$ 149,001	\$ 183,930	\$ 191,930
Add:				
Revenues from:				
State grants	216,410	150,000	200,000	150,000
Police services	405	-	-	-
Interest income	2,845	1,500	3,000	1,500
Other income	-	-	5,000	-
Total	219,660	151,500	208,000	151,500
Less:				
Appropriations for:				
Police services	204,009	147,557	200,000	147,557
Children Zone (HCZ model)	601	632	-	496
Total	204,610	148,189	200,000	148,053
Available balance, end of year	\$ 183,930	\$ 152,312	\$ 191,930	\$ 195,377

**CITY OF PORTERVILLE
ANNUAL BUDGET
2020-2021**

SEWER OPERATING FUND

		2019-2020		
	2018-2019 Actual	Original Estimate	Revised Estimate	2020-2021 Estimate
Available balance, beginning of year	\$ 1,598,110	\$ 1,299,798	\$ 2,362,470	\$ 2,118,768
Add:				
Revenues from:				
Property assessments	180,487	184,000	184,000	184,000
Interest income	29,372	25,000	55,000	25,000
Rental income	112,596	112,596	112,596	112,596
Sewer user fees	6,320,275	6,300,000	6,300,000	6,300,000
Tank dumping charges	56,615	45,000	45,000	45,000
Laboratory fees	378,778	366,000	366,000	366,000
Other revenues	120,700	110,000	86,000	110,000
Total Revenues	7,198,823	7,142,596	7,148,596	7,142,596
Add: Return of bond reserves	870,980	-	-	-
Less:				
Appropriations for:				
Collection system expenses	1,855,014	1,868,003	1,900,000	1,900,000
Treatment plant expense	3,501,908	3,757,581	3,300,000	3,757,581
Industrial monitoring	65,871	108,001	115,000	115,000
Laboratory	399,657	453,843	380,000	453,843
Subtotal	5,822,450	6,187,428	5,695,000	6,226,424
Debt service principal	882,993	697,298	697,298	1,097,760
Total Appropriations	6,705,443	6,884,726	6,392,298	7,324,184
Less:				
Transfers to:				
Sewer revolving fund	300,000	300,000	500,000	500,000
Wastewater Treatment Capital Reserve	300,000	300,000	500,000	500,000
Total Transfers	600,000	600,000	1,000,000	1,000,000
Available balance, end of year	\$ 2,362,470	\$ 957,668	\$ 2,118,768	\$ 937,180

**CITY OF PORTERVILLE
ANNUAL BUDGET
2020-2021**

SOLID WASTE FUND

		2019-2020		
	2018-2019 Actual	Original Estimate	Revised Estimate	2020-2021 Estimate
Available balance, beginning of year	\$ 913,670	\$ 755,351	\$ 641,128	\$ 448,236
Add:				
Revenues from:				
State grants	35,323	20,000	20,000	20,000
Interest income	3,724	10,000	-	-
Residential charges	3,084,170	3,080,000	3,132,000	3,080,000
Commercial charges	2,334,736	2,300,000	2,400,000	2,300,000
Roll-Off charges	529,561	525,000	512,000	525,000
Recycling charges	3,181	2,500	1,500	2,500
Other revenues	93,175	95,000	70,000	95,000
Total	6,083,870	6,032,500	6,135,500	6,022,500
Less:				
Appropriations for:				
Refuse collection	4,322,719	4,312,888	4,312,888	4,312,888
Green waste program	940,617	982,526	860,000	982,526
Street sweeping	232,939	237,687	270,000	237,687
Curbside recycling	455,486	435,504	435,504	435,504
Waste recycling	304,301	391,085	350,000	391,085
Graffiti removal	100,350	107,579	100,000	107,579
Total	6,356,412	6,467,269	6,328,392	6,467,269
Available balance, end of year	\$ 641,128	\$ 320,582	\$ 448,236	\$ 3,467

**CITY OF PORTERVILLE
ANNUAL BUDGET
2020-2021**

AIRPORT OPERATING FUND

		2019-2020		
	2018-2019 <u>Actual</u>	<u>Original Estimate</u>	<u>Revised Estimate</u>	2020-2021 <u>Estimate</u>
Available balance, beginning of year	\$ <u>2,685,283</u>	\$ <u>2,776,595</u>	\$ <u>2,780,816</u>	\$ <u>2,942,268</u>
Add:				
Revenues from:				
Interest income	55,240	40,000	50,000	40,000
State grants	10,000	10,000	10,000	10,000
Rental income	156,600	157,400	157,052	157,400
Concessions	13,447	14,000	10,000	14,000
Fueling operations	1,041,461	1,200,000	900,000	1,200,000
Service fees	41,002	51,000	30,000	51,000
Other revenues	<u>3,967</u>	<u>4,400</u>	<u>4,400</u>	<u>4,400</u>
Total	<u>1,321,717</u>	<u>1,476,800</u>	<u>1,161,452</u>	<u>1,476,800</u>
Less:				
Appropriations for:				
Operations	<u>1,226,184</u>	<u>1,362,868</u>	<u>1,000,000</u>	<u>1,362,868</u>
Total	<u>1,226,184</u>	<u>1,362,868</u>	<u>1,000,000</u>	<u>1,362,868</u>
Available balance, end of year	\$ <u><u>2,780,816</u></u>	\$ <u><u>2,890,527</u></u>	\$ <u><u>2,942,268</u></u>	\$ <u><u>3,056,200</u></u>

**CITY OF PORTERVILLE
ANNUAL BUDGET
2020-2021**

GOLF COURSE FUND

		2019-2020		
	2018-2019 <u>Actual</u>	Original <u>Estimate</u>	Revised <u>Estimate</u>	2020-2021 <u>Estimate</u>
Available balance, beginning of year	\$ <u>(1,302,638)</u>	\$ <u>(1,499,145)</u>	\$ <u>(1,515,635)</u>	\$ <u>(1,697,035)</u>
Add:				
Revenues from:				
Daily green fees	74,922	80,000	68,000	80,000
Membership Fees	27,290	32,000	21,000	32,000
Cart rentals	57,320	55,000	60,000	60,000
Other revenues	<u>940</u>	<u>1,500</u>	<u>600</u>	<u>1,500</u>
Total	<u>160,472</u>	<u>168,500</u>	<u>149,600</u>	<u>173,500</u>
Transfers from:				
General Fund	<u>69,000</u>	<u>69,000</u>	<u>69,000</u>	<u>69,000</u>
Total Revenues and Transfers	<u>229,472</u>	<u>237,500</u>	<u>218,600</u>	<u>242,500</u>
Less:				
Appropriations for:				
Operations	<u>442,469</u>	<u>433,299</u>	<u>400,000</u>	<u>433,299</u>
Total	<u>442,469</u>	<u>433,299</u>	<u>400,000</u>	<u>433,299</u>
Available balance, end of year	\$ <u><u>(1,515,635)</u></u>	\$ <u><u>(1,694,944)</u></u>	\$ <u><u>(1,697,035)</u></u>	\$ <u><u>(1,887,834)</u></u>

**CITY OF PORTERVILLE
ANNUAL BUDGET
2020-2021**

WATER OPERATING FUND

		2019-2020		
	2018-2019 Actual	Original Estimate	Revised Estimate	2020-2021 Estimate
Available balance, beginning of year	\$ 3,348,660	\$ 635,747	\$ 1,037,370	\$ 661,304
Add:				
Revenues from:				
Interest income	128,129	80,000	80,000	80,000
Water sales	11,244,302	11,969,100	11,969,100	11,969,100
Service fees	139,195	130,000	75,000	130,000
Other revenues	239,276	290,000	175,000	290,000
Total	11,750,902	12,469,100	12,299,100	12,469,100
Add: Return of bond reserves	742,412	-	-	-
Less:				
Appropriations for:				
Operations	5,763,113	6,298,634	5,400,000	6,298,634
Meter Reading	346,568	344,341	344,341	344,341
Water Quality Assurance	816,870	1,029,374	700,000	1,029,374
Hydrant Testing	120	29,458	-	29,458
Subtotal	6,926,671	7,701,807	6,444,341	7,701,807
Debt service principal	877,933	230,825	230,825	238,996
Total	7,804,604	7,932,632	6,675,166	7,940,803
Less:				
Transfers to:				
Water Replacement Fund	7,000,000	4,000,000	6,000,000	5,000,000
Total Transfers	7,000,000	4,000,000	6,000,000	5,000,000
Available balance, end of year	\$ 1,037,370	\$ 1,172,215	\$ 661,304	\$ 189,601

**CITY OF PORTERVILLE
ANNUAL BUDGET
2020-2021**

GENERAL GOVERNMENT - DEBT SERVICE FUND

		2019-2020		
	2018-2019	Original	Revised	2020-2021
	Actual	Estimate	Estimate	Estimate
Available balance, beginning of year	\$ 970,351	\$ 982,857	\$ 1,021,637	\$ 1,024,497
Add:				
Revenues from:				
Interest income	42,678	-	310	-
Interdepartmental service charges	588,187	600,000	600,000	600,000
Total	630,865	600,000	600,310	600,000
Less:				
Appropriations for:				
Administrative expense	4,400	1,350	1,350	1,350
Debt redemption	2,277,782	2,302,053	2,302,053	2,267,960
Total	2,282,182	2,303,403	2,303,403	2,269,310
Other financing sources (uses):				
Transfers from General Fund	1,702,603	1,705,953	1,705,953	1,674,185
Total	1,702,603	1,705,953	1,705,953	1,674,185
Available balance, end of year	\$ 1,021,637	\$ 985,407	\$ 1,024,497	\$ 1,029,372

**CITY OF PORTERVILLE
ANNUAL BUDGET
2020-2021**

RISK MANAGEMENT

		2019-2020		
	2018-2019	Original	Revised	2020-2021
	Actual	Estimate	Estimate	Estimate
Available balance, beginning of year	\$ 897,990	\$ 1,875,995	\$ 1,660,400	\$ 1,513,064
Add:				
Revenues from:				
Interest income	47,088	12,000	18,000	12,000
Liability Program	514,916	514,916	514,916	514,916
Health and Life	4,817,414	4,860,000	5,014,380	5,000,000
Unemployment	108,296	108,000	113,075	115,000
Worker's Comp	1,361,214	1,160,000	1,282,952	1,300,000
Automobile/Property	161,176	165,636	171,464	175,000
Other revenues	811	850	850	850
Total Revenues	7,010,915	6,821,402	7,115,637	7,117,766
Less:				
Appropriations for:				
Liability Program	696,871	715,000	621,224	715,000
Health and Life	3,937,028	3,922,000	5,130,836	4,500,000
Unemployment	51,556	45,000	43,242	45,000
Worker's Comp	998,547	947,000	823,406	947,000
Automobile/Property	278,454	352,400	369,666	370,000
Employment Practices	101,241	148,000	79,624	100,000
Administration	184,808	188,124	193,072	200,000
Subtotal	6,248,505	6,317,524	7,261,070	6,877,000
Capital Projects	-	155,000	1,903	155,000
Total Expenditures	6,248,505	6,472,524	7,262,973	7,032,000
Available balance, end of year	\$ 1,660,400	\$ 2,224,873	\$ 1,513,064	\$ 1,598,830

**CITY OF PORTERVILLE
ANNUAL BUDGET
2020-2021**

EQUIPMENT MAINTENANCE FUND

		2019-2020		
	2018-2019 Actual	Original Estimate	Revised Estimate	2020-2021 Estimate
Available balance, beginning of year	\$ 559,647	\$ 392,585	\$ 376,623	\$ 318,322
Add:				
Revenues from:				
Interest income	20,950	7,000	8,000	6,000
Rental income	15,852	15,000	15,000	15,000
Fuel sales	1,389,583	1,600,000	1,370,000	1,500,000
Interdepartmental service charges	514,605	520,000	510,000	510,000
Other service charges	1,673,298	1,466,000	1,700,000	1,600,000
Total	3,614,288	3,608,000	3,603,000	3,631,000
Less:				
Appropriations for:				
Equipment maintenance	3,797,312	3,661,301	3,661,301	3,661,301
Total	3,797,312	3,661,301	3,661,301	3,661,301
Available balance, end of year	\$ 376,623	\$ 339,284	\$ 318,322	\$ 288,021

**CITY OF PORTERVILLE
ANNUAL BUDGET
2020-2021**

LANDSCAPE MAINTENANCE DISTRICTS FUND

		2019-2020		
	2018-2019 Actual	Original Estimate	Revised Estimate	2020-2021 Estimate
Available balance, beginning of year	\$ <u>308,864</u>	\$ <u>276,877</u>	\$ <u>261,689</u>	\$ <u>217,218</u>
Add:				
Revenues from:				
Property assessments	<u>112,298</u>	<u>112,540</u>	<u>115,000</u>	<u>112,540</u>
Total	<u>112,298</u>	<u>112,540</u>	<u>115,000</u>	<u>112,540</u>
Less:				
Appropriations for:				
Maintenance and repair	<u>159,473</u>	<u>159,471</u>	<u>159,471</u>	<u>159,471</u>
Total	<u>159,473</u>	<u>159,471</u>	<u>159,471</u>	<u>159,471</u>
Available balance, end of year	\$ <u><u>261,689</u></u>	\$ <u><u>229,946</u></u>	\$ <u><u>217,218</u></u>	\$ <u><u>170,287</u></u>

**CITY OF PORTERVILLE
ANNUAL BUDGET
2020-2021**

WATER REPLACEMENT FUND

		2019-2020		
	2018-2019 Actual	Original Estimate	Revised Estimate	2020-2021 Estimate
Available balance, beginning of year	\$ 9,571,285	\$ 15,852,983	\$ 16,164,292	\$ 21,416,293
Add:				
Revenues from:				
Federal & State grants	949,156	20,101,709	-	20,101,709
Interest income	430,792	100,000	300,000	100,000
Service fees	16,567	20,000	11,000	20,000
Development fees	74,518	80,000	140,000	80,000
Interdepartmental service charges	479,091	580,890	443,580	443,580
Depreciation reserve	155,162	155,162	155,162	155,162
Other revenue	-	-	726	-
Total	2,105,286	21,037,761	1,050,468	20,900,451
Add:				
Transfer from:				
Water Operating Fund	7,000,000	4,000,000	7,000,000	4,000,000
Total	7,000,000	4,000,000	7,000,000	4,000,000
Less:				
Appropriations for:				
Equipment replacement	136,374	323,000	298,467	-
Capital projects	1,426,749	14,400,729	2,500,000	14,400,729
Capital projects - grants	949,156	20,101,709	-	20,101,709
Total	2,512,279	34,825,438	2,798,467	34,502,438
Available balance, end of year	16,164,292	6,065,306	21,416,293	11,814,306
Less:				
Equipment replacement fund	2,123,045	1,891,604	2,315,000	2,773,580
Available for capital projects	\$ 14,041,247	\$ 4,173,702	\$ 19,101,293	\$ 9,040,726

**CITY OF PORTERVILLE
ANNUAL BUDGET
2020-2021**

SOLID WASTE CAPITAL RESERVE FUND

		2019-2020		
	2018-2019 Actual	Original Estimate	Revised Estimate	2020-2021 Estimate
Available balance, beginning of year	\$ 5,715,995	\$ 6,448,345	\$ 6,546,420	\$ 6,857,545
Add:				
Revenues				
Federal grants	-	801,522	489,000	244,500
Interest income	237,825	50,000	120,000	50,000
Interdepartmental service charges	932,856	923,834	845,067	845,067
Other revenue	1,175	-	7,058	-
Total	1,171,856	1,775,356	1,461,125	1,139,567
Less:				
Appropriations for:				
Equipment	341,431	1,315,370	1,150,000	301,790
Capital projects	-	435,000	-	435,000
Total	341,431	1,750,370	1,150,000	736,790
Available balance, end of year	6,546,420	6,473,331	6,857,545	7,260,322

**CITY OF PORTERVILLE
ANNUAL BUDGET
2020-2021**

SEWER REVOLVING FUND

		2019-2020		
	2018-2019	Original	Revised	2020-2021
	Actual	Estimate	Estimate	Estimate
Available balance, beginning of year	\$ 5,878,346	\$ 6,592,087	\$ 6,698,418	\$ 6,825,089
Add:				
Revenues from:				
Interest income	262,203	70,000	125,000	70,000
Service fees	19,994	20,000	35,000	20,000
Development fees	51,611	40,000	100,000	50,000
Interdepartmental service charges	153,254	162,084	160,968	160,968
Depreciation reserve	45,000	45,000	45,000	45,000
COP refinancing	1,427,792	-	-	-
Other revenue	2,872	-	-	-
Total	1,962,726	337,084	465,968	345,968
Add:				
Transfer from:				
Sewer operating fund	300,000	300,000	300,000	300,000
Total	300,000	300,000	300,000	300,000
Less:				
Appropriations for:				
Equipment replacement	-	310,000	289,297	-
Capital projects	1,442,654	1,560,009	350,000	1,560,009
Total	1,442,654	1,870,009	639,297	1,560,009
Available balance, end of year	6,698,418	5,359,162	6,825,089	5,911,048
Less:				
Equipment replacement fund	948,799	806,439	838,271	1,009,239
Available for capital projects	\$ 5,749,619	\$ 4,552,723	\$ 5,986,818	\$ 4,901,809

**CITY OF PORTERVILLE
ANNUAL BUDGET
2020-2021**

TRANSPORTATION DEVELOPMENT FUND

		2019-2020		
	2018-2019 Actual	Original Estimate	Revised Estimate	2020-2021 Estimate
Available balance, beginning of year	\$ 1,321,858	\$ 1,321,858	\$ 1,616,525	\$ 1,825,525
Add:				
Revenues from:				
Interest income	54,301	10,000	34,000	15,000
Development fees	390,366	200,000	325,000	200,000
Total	444,667	210,000	359,000	215,000
Less:				
Appropriations for:				
Capital projects	-	91,750	-	91,750
Less:				
Transfers to:				
General Fund	150,000	150,000	150,000	150,000
Available balance, end of year	\$ 1,616,525	\$ 1,290,108	\$ 1,825,525	\$ 1,798,775

**CITY OF PORTERVILLE
ANNUAL BUDGET
2020-2021**

PARK DEVELOPMENT FUND

		2019-2020		
	2018-2019 Actual	Original Estimate	Revised Estimate	2020-2021 Estimate
Available balance, beginning of year	\$ -	\$ -	\$ -	\$ -
Add:				
Revenues from:				
Interest income	121	50	300	50
Development fees	66,194	50,000	115,000	50,000
Total	66,315	50,050	115,300	50,050
Less:				
Transfers to General Fund:				
Debt Service	60,427	44,134	109,195	43,945
Transfers to Airport Fund:				
Sports Complex Lease	5,888	5,916	6,105	6,105
Total	66,315	50,050	115,300	50,050
Available balance, end of year	\$ -	\$ -	\$ -	\$ -

**CITY OF PORTERVILLE
ANNUAL BUDGET
2020-2021**

WASTEWATER TREATMENT FACILITY CAPITAL RESERVE

		2019-2020		
	2018-2019 Actual	Original Estimate	Revised Estimate	2020-2021 Estimate
Available balance, beginning of year	\$ 6,554,398	\$ 6,550,225	\$ 6,543,371	\$ 7,762,175
Add:				
Revenues from:				
State grants	14,632	-	-	-
Interest income	259,496	80,000	125,000	80,000
Development fees	384,153	300,000	790,000	300,000
Interdepartmental service charges	75,348	78,792	78,804	78,804
Depreciation reserve	125,000	125,000	125,000	125,000
Other revenue	150,262	-	-	-
Total	1,008,891	583,792	1,118,804	583,804
Add:				
Transfer from:				
Sewer operating fund	300,000	300,000	300,000	300,000
Total	300,000	300,000	300,000	300,000
Less:				
Appropriations for:				
Equipment replacement	265,891	28,000	-	28,000
Capital projects	1,054,027	4,144,527	200,000	4,144,527
Total	1,319,918	4,172,527	200,000	4,172,527
Available balance, end of year	6,543,371	3,261,490	7,762,175	4,473,452
Less:				
Equipment replacement fund	495,090	364,186	395,000	465,804
Available for capital projects	\$ 6,048,281	\$ 2,897,304	\$ 7,367,175	\$ 4,007,648

**CITY OF PORTERVILLE
ANNUAL BUDGET
2020-2021**

STORM DRAIN DEVELOPMENT FUND

		2019-2020		
	2018-2019	Original	Revised	2020-2021
	<u>Actual</u>	<u>Estimate</u>	<u>Estimate</u>	<u>Estimate</u>
Available balance, beginning of year	\$ <u>2,113,222</u>	\$ <u>1,950,638</u>	\$ <u>1,978,326</u>	\$ <u>2,183,326</u>
Add:				
Revenues from:				
Interest income	80,364	25,000	40,000	25,000
Development fees	<u>108,151</u>	<u>100,000</u>	<u>200,000</u>	<u>100,000</u>
Total	<u>188,515</u>	<u>125,000</u>	<u>240,000</u>	<u>125,000</u>
Less:				
Appropriations for:				
Capital projects	<u>323,411</u>	<u>1,864,061</u>	<u>35,000</u>	<u>1,864,061</u>
Total	<u>323,411</u>	<u>1,864,061</u>	<u>35,000</u>	<u>1,864,061</u>
Available balance, end of year	\$ <u><u>1,978,326</u></u>	\$ <u><u>211,577</u></u>	\$ <u><u>2,183,326</u></u>	\$ <u><u>444,265</u></u>

**CITY OF PORTERVILLE
ANNUAL BUDGET
2020-2021**

BUILDING CONSTRUCTION FUND

		2019-2020		
	2018-2019 Actual	Original Estimate	Revised Estimate	2020-2021 Estimate
Available balance, beginning of year	\$ <u>648,695</u>	\$ <u>454,330</u>	\$ <u>478,470</u>	\$ <u>178,470</u>
Add:				
Revenues from:				
Interest income	<u>23,960</u>	<u>5,000</u>	<u>8,000</u>	<u>5,000</u>
Total	<u>23,960</u>	<u>5,000</u>	<u>8,000</u>	<u>5,000</u>
Less:				
Appropriations for:				
Capital Projects	181,554	300,000	300,000	-
Transfers to General Fund	<u>12,631</u>	<u>5,000</u>	<u>8,000</u>	<u>5,000</u>
Total	<u>194,185</u>	<u>305,000</u>	<u>308,000</u>	<u>5,000</u>
Available balance, end of year	\$ <u><u>478,470</u></u>	\$ <u><u>154,330</u></u>	\$ <u><u>178,470</u></u>	\$ <u><u>178,470</u></u>

**CITY OF PORTERVILLE
ANNUAL BUDGET
2020-2021**

AIRPORT REPLACEMENT AND DEVELOPMENT FUND

		2019-2020		
	2018-2019 Actual	Original Estimate	Revised Estimate	2020-2021 Estimate
Available balance, beginning of year	\$ 400,759	\$ 445,044	\$ 492,738	\$ 297,612
Add:				
Revenues from:				
Interest income	53,360	6,000	8,000	6,000
State grants	-	38,430	5,140	38,430
Federal grants	27,175	768,600	938,330	768,600
Interdepartmental service charges	84,186	84,186	84,186	84,186
Total	164,721	897,216	1,035,656	897,216
Less:				
Appropriations for:				
Equipment	-	195,000	130,782	-
Special aviation	-	-	-	-
Capital projects	72,742	914,000	1,100,000	914,000
Total	72,742	1,109,000	1,230,782	914,000
Available balance, end of year	492,738	233,260	297,612	280,828
Less:				
Equipment replacement fund	263,814	138,063	234,000	138,063
Available for capital projects	\$ 228,924	\$ 95,197	\$ 63,612	\$ 142,765

**CITY OF PORTERVILLE
ANNUAL BUDGET
2020-2021**

GOLF COURSE REPLACEMENT FUND

		2019-2020		
	2018-2019 <u>Actual</u>	<u>Original Estimate</u>	<u>Revised Estimate</u>	2020-2021 <u>Estimate</u>
Available balance, beginning of year	\$ <u>171,321</u>	\$ <u>202,706</u>	\$ <u>207,657</u>	\$ <u>213,954</u>
Add:				
Revenues from:				
Interest income	7,313	1,500	4,000	1,500
Interdepartmental service charges	<u>49,975</u>	<u>50,000</u>	<u>50,079</u>	<u>50,000</u>
Total	<u>57,288</u>	<u>51,500</u>	<u>54,079</u>	<u>51,500</u>
Less:				
Appropriations for:				
Equipment replacement	<u>20,952</u>	<u>51,500</u>	<u>47,782</u>	<u>-</u>
Total	<u>20,952</u>	<u>51,500</u>	<u>47,782</u>	<u>-</u>
Available balance, end of year	\$ <u><u>207,657</u></u>	\$ <u><u>202,706</u></u>	\$ <u><u>213,954</u></u>	\$ <u><u>265,454</u></u>

**CITY OF PORTERVILLE
ANNUAL BUDGET
2020-2021**

EQUIPMENT MAINTENANCE REPLACEMENT FUND

		2019-2020		
	2018-2019 Actual	Original Estimate	Revised Estimate	2020-2021 Estimate
Available balance, beginning of year	\$ 788,028	\$ 887,425	\$ 909,234	\$ 1,013,271
Add:				
Revenues from:				
State grants	29,263	-	-	-
Interest income	33,846	8,000	18,000	8,000
Interdepartmental service charges	136,632	137,082	147,403	150,000
Total	199,741	145,082	165,403	158,000
Less:				
Appropriations for:				
Equipment replacement	78,535	60,000	61,366	60,000
Total	78,535	60,000	61,366	60,000
Available balance, end of year	\$ 909,234	\$ 972,507	\$ 1,013,271	\$ 1,111,271

**CITY OF PORTERVILLE
ANNUAL BUDGET
2020-2021**

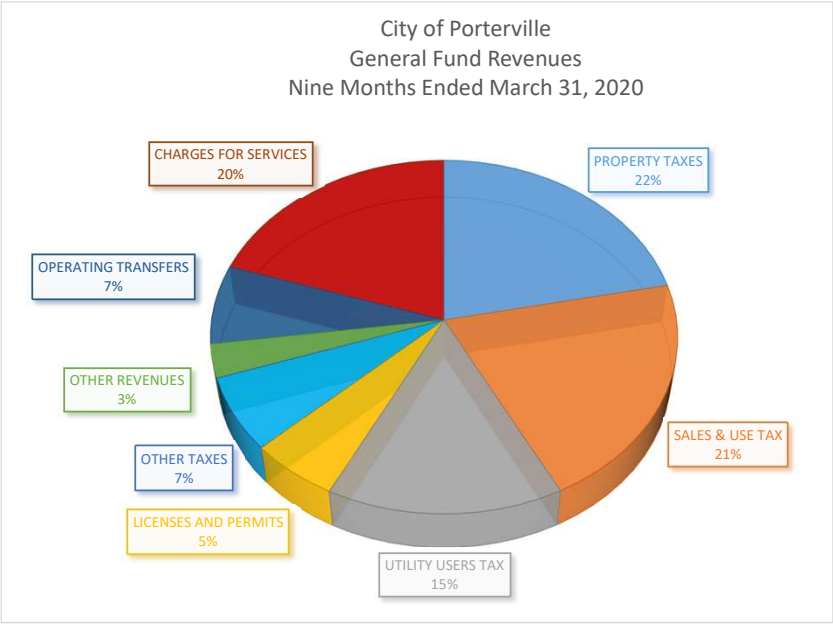
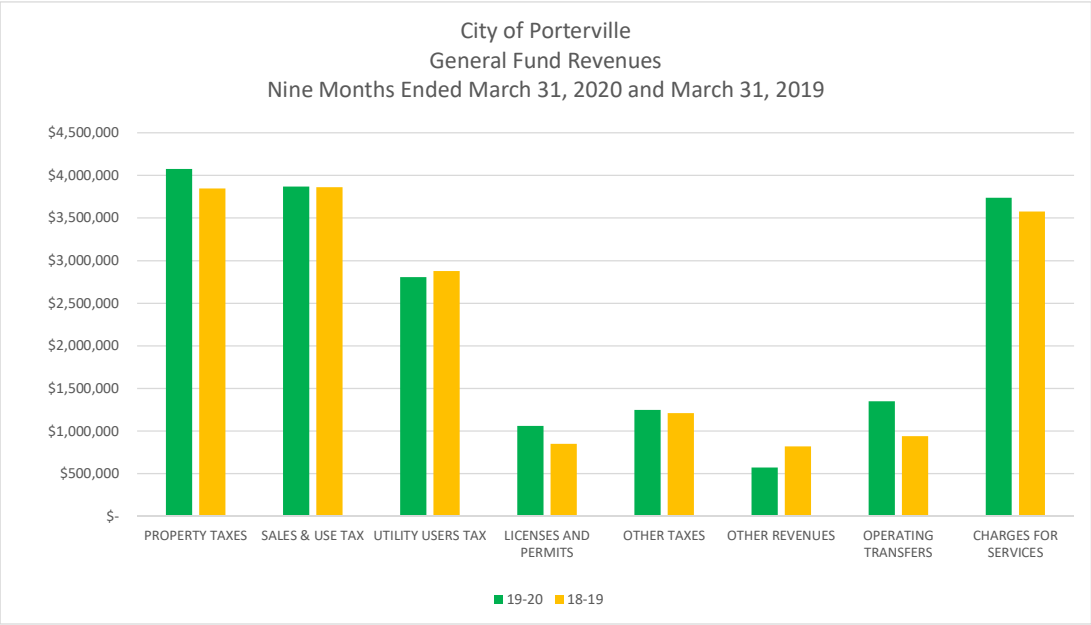
GENERAL FUND EQUIPMENT REPLACEMENT

		2019-2020		
	2018-2019 Actual	Original Estimate	Revised Estimate	2020-2021 Estimate
Available balance, beginning of year	\$ 8,215,952	\$ 8,228,895	\$ 8,467,341	\$ 7,408,032
Add:				
Revenues from:				
Federal and state grants	279,405	-	-	-
Interest income	309,040	100,000	100,000	100,000
Interdepartmental service charges	749,197	1,000,000	646,977	650,000
Other revenues	9,931	100,000	58,714	10,000
Total	1,347,573	1,200,000	805,691	760,000
Less:				
Appropriations for:				
Debt redemption	92	-	-	-
Equipment replacement	1,038,802	774,000	1,850,000	-
Capital projects	57,290	40,000	15,000	40,000
Total	1,096,184	814,000	1,865,000	40,000
Available balance, end of year	\$ 8,467,341	\$ 8,614,895	\$ 7,408,032	\$ 8,128,032

CITY OF PORTERVILLE

**REVENUE STATUS REPORT - GENERAL FUND
FOR THE NINE MONTHS ENDED
MARCH 31, 2020 AND MARCH 31, 2019**

REVENUE SOURCE	2019-2020 ESTIMATED REVENUE	2019-2020 YEAR-TO-DATE REVENUE	% OF ESTIMATE	2018-2019 ESTIMATED REVENUE	2018-2019 YEAR-TO-DATE REVENUE	% OF ESTIMATE
PROPERTY TAXES	\$ 7,220,000	\$ 4,076,230	56.46%	\$ 6,889,846	\$ 3,850,429	55.89%
OTHER TAXES:						
SALES AND USE TAX	6,322,477	3,682,910	58.25%	5,998,601	3,683,592	61.41%
UTILITY USERS TAX	4,350,000	2,808,500	64.56%	4,125,000	2,880,458	69.83%
TRANSIENT OCCUPANCY TAX	550,000	267,162	48.57%	620,000	268,382	43.29%
PROPERTY TRANSFER TAX	85,000	68,893	81.05%	85,000	47,780	56.21%
FRANCHISE TAX	1,631,134	855,150	52.43%	1,611,134	855,574	53.10%
SALES TAX - PUBLIC SAFETY	220,000	188,490	85.68%	220,000	178,453	81.11%
LICENSES AND PERMITS:						
BUSINESS LICENSES	492,500	464,170	94.25%	481,800	458,274	95.12%
CONSTRUCTION PERMITS	480,000	598,165	124.62%	440,000	392,764	89.26%
REVENUE FROM AGENCIES-TAXES:						
VEHICLE LICENSE FEES	29,000	47,693	164.46%	32,000	29,183	91.20%
OTHER TAXES	25,000	12,010	48.04%	25,000	12,240	48.96%
REVENUE FROM AGENCIES-GRANTS	167,567	94,103	56.16%	172,741	140,324	81.23%
USE OF MONEY AND PROPERTY	443,000	372,483	84.08%	405,800	387,079	95.39%
FINES AND FORFEITURES	32,000	24,310	75.97%	34,000	15,323	45.07%
CHARGES FOR SERVICES:						
PLANNING AND ENGINEERING	115,000	166,563	144.84%	129,000	108,446	84.07%
POLICE	560,000	213,441	38.11%	519,000	163,105	31.43%
FIRE	50,000	45,490	90.98%	45,000	40,802	90.67%
LIBRARY	40,000	15,977	39.94%	40,000	25,023	62.56%
RECREATIONAL	2,763,800	1,427,645	51.66%	2,738,739	1,437,187	52.48%
INTERDEPARTMENTAL	2,450,000	1,803,396	73.61%	2,400,000	1,753,872	73.08%
OTHER	61,272	63,802	104.13%	41,272	51,226	124.12%
OTHER REVENUES	80,200	80,155	99.94%	80,200	277,236	345.68%
SUBTOTALS	\$ 28,167,950	\$ 17,376,738	61.69%	\$ 27,134,133	\$ 17,056,752	62.86%
OPERATING TRANSFERS	1,221,362	919,122	75.25%	1,230,625	771,487	62.69%
DEBT SERVICE TRANSFERS	199,134	214,903	107.92%	199,250	168,849	84.74%
TOTALS	\$ 29,588,446	\$ 18,510,763	62.56%	\$ 28,564,008	\$ 17,997,089	63.01%

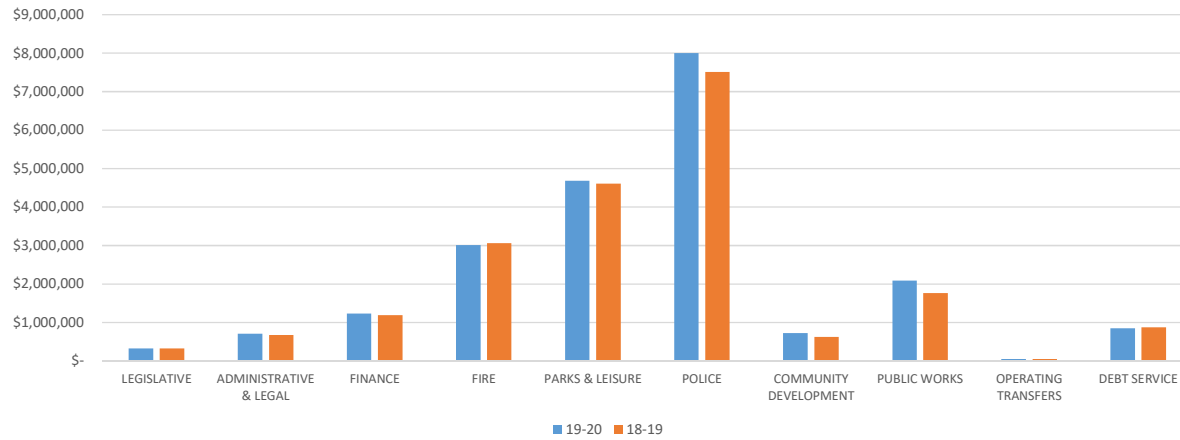


CITY OF PORTERVILLE

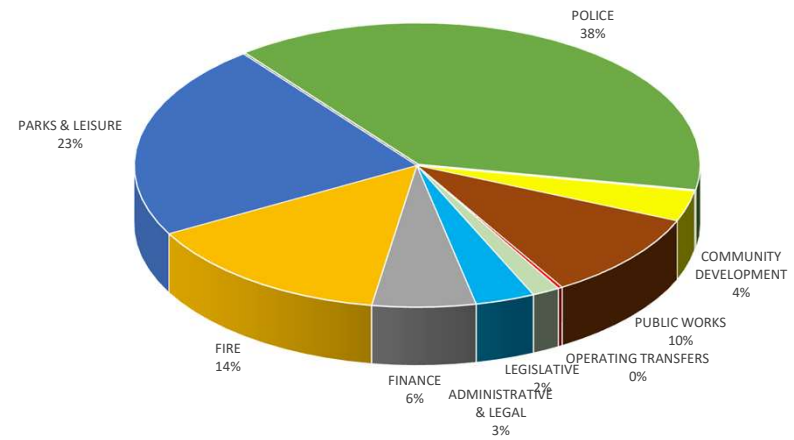
**EXPENDITURE STATUS REPORT - GENERAL FUND
FOR THE NINE MONTHS ENDED
MARCH 31, 2020 AND MARCH 31, 2019**

	2019-2020 AMENDED APPROP	2019-2020 YEAR-TO-DATE EXPEND	% OF APPROP	2018-2019 AMENDED APPROP	2018-2019 YEAR-TO-DATE EXPEND	% OF APPROP
LEGISLATIVE:						
CITY COUNCIL	\$ 222,917	\$ 137,319	61.6%	\$ 252,917	\$ 213,061	84.2%
COMMUNITY PROMOTION	265,339	168,254	63.4%	236,653	119,518	50.5%
EMERGENCY - LIBRARY	-	22,817	-	-	-	-
EMERGENCY - COVID 19	-	17	-	-	-	-
ADMINISTRATIVE & LEGAL:						
CITY MANAGER	320,596	228,367	71.2%	318,526	199,275	62.6%
CITY CLERK	216,969	123,496	56.9%	190,463	134,545	70.6%
HUMAN RESOURCES	318,459	269,847	84.7%	308,614	240,541	77.9%
CITY ATTORNEY	225,000	85,533	38.0%	225,000	102,327	45.5%
FINANCE:						
FINANCE & ACCOUNTING	893,354	663,904	74.3%	902,024	653,162	72.4%
INFORMATION SERVICES	490,049	361,212	73.7%	472,829	321,937	68.1%
ADMINISTRATIVE SERVICES	351,382	208,041	59.2%	348,497	215,586	61.9%
POLICE PROTECTION	11,019,642	8,004,152	72.6%	10,498,068	7,513,526	71.6%
FIRE PROTECTION	4,337,124	3,009,258	69.4%	4,408,354	3,061,075	69.4%
COMMUNITY DEVELOPMENT:						
PLANNING & ZONING	694,506	411,785	59.3%	643,169	422,716	65.7%
ECONOMIC DEVELOPMENT	473,329	316,658	66.9%	385,874	205,574	53.3%
PUBLIC WORKS:						
ENGINEERING & BUILDING	1,208,650	993,393	82.2%	1,161,034	849,922	73.2%
STREET MAINTENANCE	492,623	404,353	82.1%	482,842	402,878	83.4%
SIGNALS, SIGNING & STRIPING	386,891	246,516	63.7%	384,414	200,081	52.0%
STREET LIGHTING	507,773	342,744	67.5%	507,517	223,926	44.1%
STORM DRAINS	89,693	61,319	68.4%	83,818	49,577	59.1%
PARKING LOTS	56,893	40,633	71.4%	47,381	36,881	77.8%
PARKS & LEISURE:						
PARK MAINTENANCE & OPERATION	2,111,795	1,551,553	73.5%	1,990,891	1,488,417	74.8%
STREET TREES & PARKWAYS	218,234	170,146	78.0%	232,964	162,725	69.8%
COMMUNITY CENTERS	255,658	119,491	46.7%	224,086	169,594	75.7%
LEISURE SERVICES	314,811	241,509	76.7%	282,955	243,003	85.9%
LEISURE SERVICES - SPECIAL PROG	2,585,888	1,915,908	74.1%	2,524,117	1,880,714	74.5%
SWIMMING POOL	166,525	105,396	63.3%	169,023	96,824	57.3%
LIBRARY OPERATIONS	796,495	556,073	69.8%	781,635	556,324	71.2%
SPECIAL PROJECTS	24,645	19,931	80.9%	24,645	12,699	51.5%
 SUB TOTALS	 29,045,240	 \$ 20,779,623	 71.5%	 28,088,310	 19,776,407	 70.4%
 OPERATING TRANSFERS	 79,000	 51,750	 65.5%	 79,000	 51,750	 65.5%
DEBT SERVICE	1,705,953	855,000	50.1%	1,723,011	875,956	50.8%
	<u>\$ 30,830,193</u>	<u>\$ 21,686,373</u>	70.3%	<u>\$ 29,890,321</u>	<u>\$ 20,704,113</u>	69.3%

City of Porterville
General Fund Expenditures
Nine Months Ended March 31, 2020 and March 31, 2019



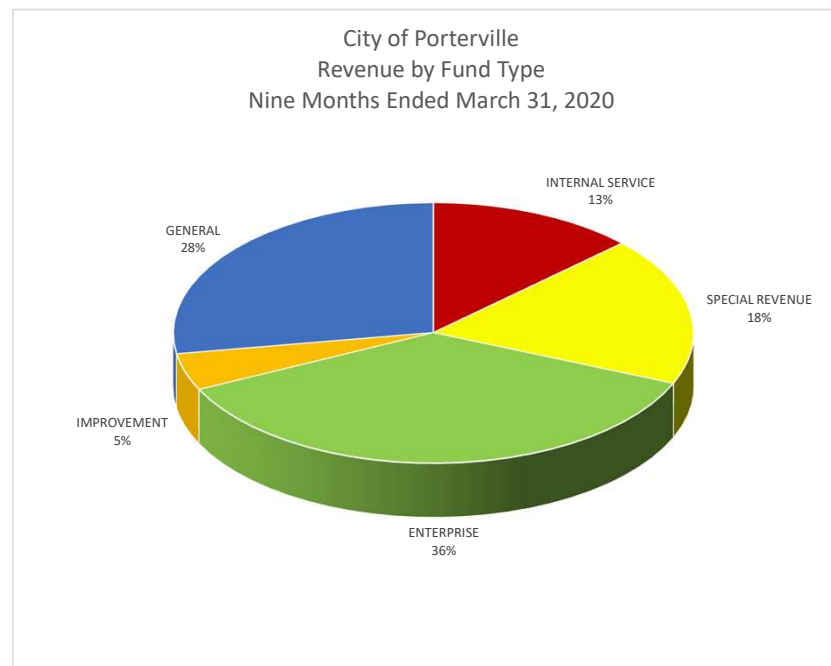
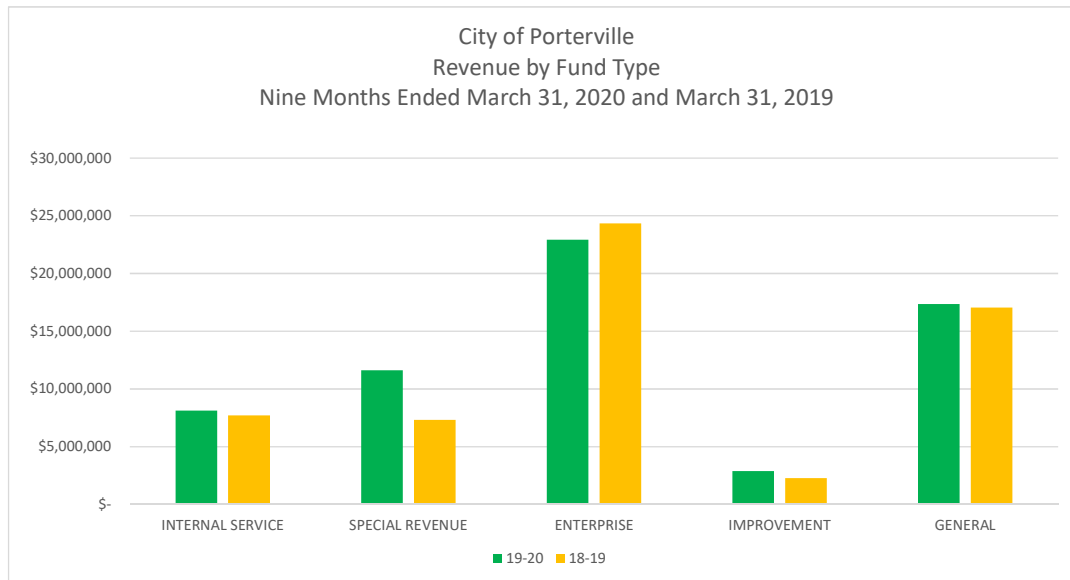
City of Porterville
General Fund Expenditures
Nine Months Ended March 31, 2020



CITY OF PORTERVILLE

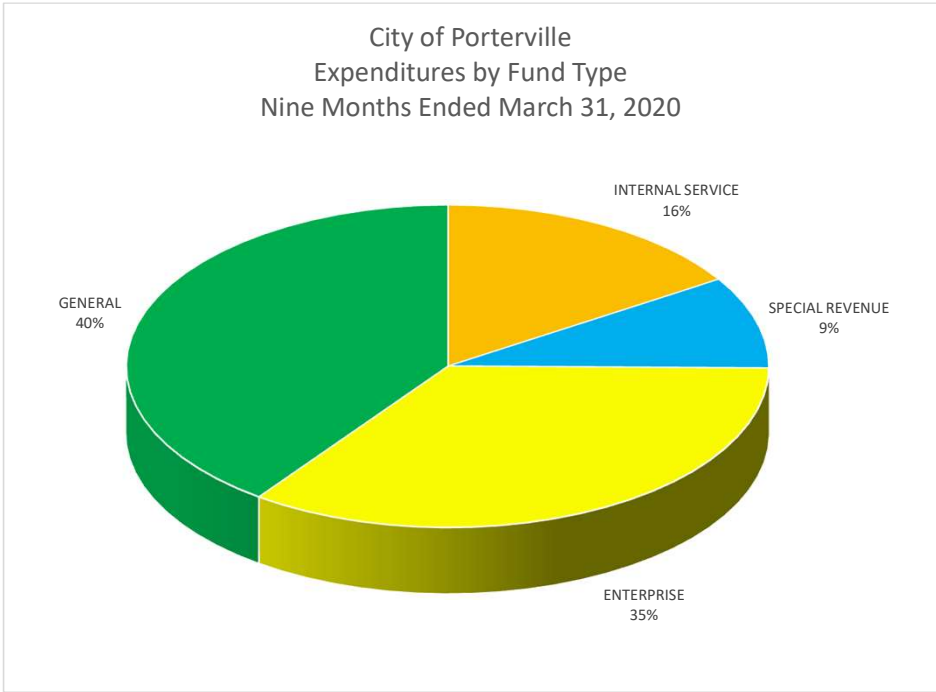
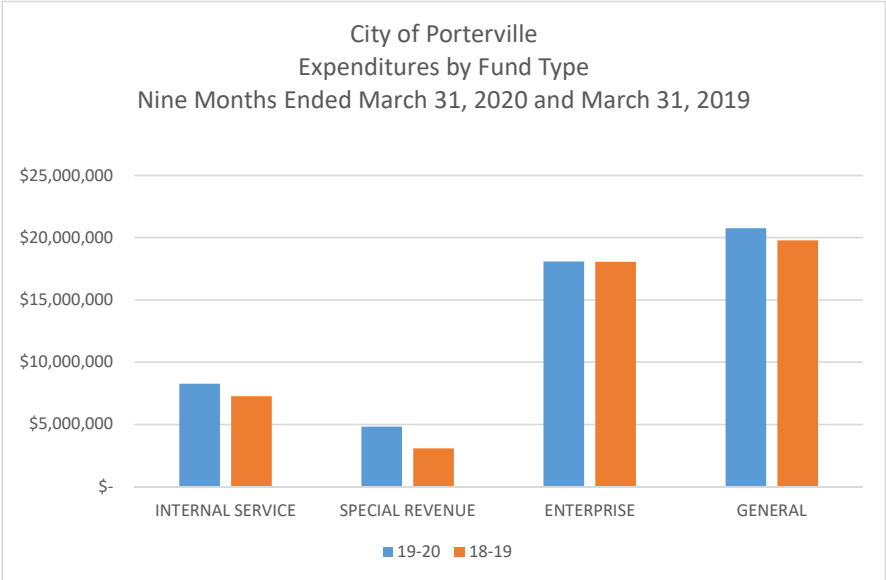
**REVENUE STATUS REPORT - ALL OTHER FUNDS
FOR THE NINE MONTHS ENDED
MARCH 31, 2020 AND MARCH 31, 2019**

REVENUE SOURCE	2019-2020 ESTIMATED REVENUE	2019-2020 YEAR-TO-DATE REVENUE	% OF ESTIMATE	2018-2019 ESTIMATED REVENUE	2018-2019 YEAR-TO-DATE REVENUE	% OF ESTIMATE
MEASURE H SALES TAX	\$ 3,854,047	\$ 2,347,143	60.9%	\$ 3,719,011	\$ 2,272,710	61.1%
MEASURE I SALES TAX	6,665,239	4,571,379	68.6%	-	-	-
SPECIAL GAS TAX	3,615,857	2,348,954	65.0%	3,925,439	2,135,413	54.4%
LOCAL TRANSPORTATION FUNDS (LTF)	10,884,126	919,722	8.5%	11,239,674	1,783,905	15.9%
TRAFFIC SAFETY FUND	120,400	78,581	65.3%	150,400	65,084	43.3%
ZALUD ESTATE	7,800	6,601	84.6%	7,700	5,441	70.7%
COMMUNITY DEVELOPMENT BLOCK GRANT	834,422	547,943	65.7%	775,500	594,971	76.7%
TRANSIT	11,643,953	2,383,702	20.5%	15,452,340	4,179,919	27.1%
SPECIAL SAFETY GRANTS	241,500	169,083	70.0%	291,800	149,275	51.2%
SEWER OPERATING	7,142,596	5,339,634	74.8%	7,148,447	5,261,684	73.6%
REFUSE REMOVAL	6,032,500	4,568,096	75.7%	5,980,000	4,496,637	75.2%
AIRPORT OPERATIONS	1,476,800	909,072	61.6%	1,788,900	967,924	54.1%
GOLF COURSE	168,500	123,172	73.1%	171,500	112,769	65.8%
WATER OPERATING	12,469,100	9,605,506	77.0%	11,903,750	9,318,465	78.3%
RISK MANAGEMENT	6,821,402	5,323,966	78.0%	6,635,519	5,062,058	76.3%
EQUIPMENT MAINTENANCE	3,608,000	2,811,685	77.9%	3,315,000	2,647,573	79.9%
LANDSCAPE MAINTENANCE DISTRICT	112,540	61,246	54.4%	85,000	60,183	70.8%
WATER REPLACEMENT	21,037,761	810,191	3.9%	21,420,524	649,584	3.0%
SOLID WASTE RESERVE	1,775,356	732,534	41.3%	2,319,462	786,355	33.9%
SEWER REVOLVING	337,084	374,843	111.2%	317,058	293,812	92.7%
TRANSPORTATION DEVELOPMENT	210,000	248,664	118.4%	210,000	107,344	51.1%
PARK DEVELOPMENT	50,050	100,902	201.6%	50,050	51,820	103.5%
TREATMENT PLANT RESERVE	583,792	970,129	166.2%	581,248	537,001	92.4%
STORM DRAIN DEVELOPMENT	125,000	209,475	167.6%	120,000	99,636	83.0%
BUILDING CONSTRUCTION	5,000	6,080	121.6%	5,000	8,946	178.9%
TOTALS	\$ 99,822,825	\$ 45,568,302	45.6%	\$ 97,613,322	\$ 41,648,507	42.7%



CITY OF PORTERVILLE
EXPENDITURE STATUS REPORT - ALL OTHER FUNDS
FOR THE NINE MONTHS ENDED
MARCH 31, 2020 AND MARCH 31, 2019

	2019-2020 AMENDED APPROP	2019-2020 YEAR-TO-DATE EXPEND	% OF APPROP	2018-2019 AMENDED APPROP	2018-2019 YEAR-TO-DATE EXPEND	% OF ACTUAL
MEASURE H SALES TAX	\$ 3,976,351	\$ 2,791,963	70.2%	\$ 3,869,533	\$ 2,673,441	69.1%
MEASURE I SALES TAX	3,022,750	1,613,171	53.4%	-	22,277	-
ZALUD ESTATE	23,955	23,797	99.3%	22,505	17,025	75.6%
COMMUNITY DEVELOPMENT BLOCK GRANT	812,415	125,267	15.4%	734,480	126,363	17.2%
TRANSIT	4,569,628	2,991,472	65.5%	4,011,228	2,724,749	67.9%
SPECIAL SAFETY GRANTS	401,411	163,950	40.8%	351,017	167,964	47.9%
SEWER OPERATING	6,187,428	4,375,572	70.7%	6,411,634	4,641,902	72.4%
REFUSE REMOVAL	6,467,269	4,650,482	71.9%	6,391,645	4,531,713	70.9%
AIRPORT	1,362,868	740,871	54.4%	1,551,236	890,631	57.4%
GOLF COURSE	433,299	311,857	72.0%	417,196	324,865	77.9%
WATER OPERATING	7,701,806	4,975,444	64.6%	7,304,698	4,930,092	67.5%
RISK MANAGEMENT	6,317,524	5,582,658	88.4%	6,503,564	4,537,270	69.8%
EQUIPMENT MAINTENANCE	3,661,301	2,692,490	73.5%	3,311,647	2,733,787	82.6%
LANDSCAPE MAINTENANCE DISTRICT	159,471	111,819	70.1%	174,970	92,135	52.7%
TOTALS	\$ <u>45,097,476</u>	\$ <u>31,150,812</u>	69.1%	\$ <u>41,055,353</u>	\$ <u>28,414,214</u>	69.2%



CITY OF PORTERVILLE
INTERIM PERFORMANCE REPORT - MEASURE H
For the Nine Months Ended March 31, 2020 and March 31, 2019

	<u>FY 2019-20</u>	<u>FY 2018-19</u>
REVENUES		
Sales Tax - Measure H	\$ 2,332,466	2,262,766
Interest	14,144	9,367
Police Services	533	577
TOTAL REVENUES	<u>2,347,143</u>	<u>2,272,710</u>
EXPENDITURES		
Police Department	1,197,224	1,262,988
Fire Department	1,198,327	1,030,138
Public Safety Station	27,220	25,199
Library & Literacy	369,192	355,116
TOTAL EXPENDITURES	<u>2,791,963</u>	<u>2,673,441</u>
REVENUE OVER/(UNDER) EXPENDITURES	\$ <u>(444,820)</u>	\$ <u>(400,731)</u>

CITY OF PORTERVILLE
INTERIM PERFORMANCE REPORT - MEASURE I
For the Nine Months Ended March 31, 2020 and March 31, 2019

	<u>FY 2019-20</u>	<u>FY 2018-19</u>
REVENUES		
Sales Tax - Measure I	\$ 4,526,044	\$ -
Interest	43,513	-
Police Services	1,822	-
Contributions	-	-
TOTAL REVENUES	<u>4,571,379</u>	<u>-</u>
EXPENDITURES		
Police Department	1,267,850	-
Fire Department	345,321	22,277
Streets Program	15,465	-
TOTAL EXPENDITURES	<u>1,628,636</u>	<u>22,277</u>
REVENUE OVER/(UNDER) EXPENDITURES	<u>\$ 2,942,743</u>	<u>\$ (22,277)</u>

CITY OF PORTERVILLE
INTERIM PERFORMANCE REPORT - ENTERPRISE FUNDS
For the Nine Months Ended March 31, 2020 and March 31, 2019

<u>FUND</u>	<u>REVENUES</u>	<u>EXPENSES</u>	<u>3/31/2020 NET OPERATING PROFIT (LOSS)</u>	<u>3/31/2019 NET OPERATING PROFIT (LOSS)</u>
Zalud Estate	\$ 6,601	\$ (23,797)	\$ (17,196)	\$ (11,584)
Transit	\$ 2,383,702	\$ (6,303,095)	\$ (3,919,393)	\$ (3,053,643)
Sewer Operating	\$ 5,339,634	\$ (4,375,572)	\$ 964,062	\$ 619,781
Solid Waste	\$ 4,568,096	\$ (4,650,482)	\$ (82,386)	\$ (35,077)
Airport	\$ 909,072	\$ (740,871)	\$ 168,201	\$ 77,293
Golf	\$ 123,172	\$ (311,857)	\$ (188,685)	\$ (212,096)
Water Operating	\$ 9,605,506	\$ (4,975,444)	\$ 4,630,062	\$ 4,388,374



CITY COUNCIL AGENDA – JUNE 16, 2020

SUBJECT: Consideration to Scheduled Water Rate Increase

SOURCE: Public Works

COMMENT: At its meeting on July 19, 2016, the City Council conducted a Public Hearing to consider the adoption of increases to the rates for its water service fees. In addition to considering the proposed rate increases, the Council also considered an annual rate increase of 2.3%. The proposed 2.3% annual adjustments would take place over the succeeding five years (July 1, 2016 through July 1, 2020), after which time no further automatic adjustments would take place absent a new notice and hearing pursuant to Proposition 218. Under the proposed annual rate increase structure effective July 1, 2020, Porterville residents are likely to see an increase of \$0.04 per 100 cubic feet of water, or about \$1.29 per month for the average customer (inclusive of the meter rate increase).

Results of the conducted Public Hearing were in favor of the proposed new rate structure and the automatic annual increases of 2.3% over the next five years. The final Rate Increase from the 2016 Public Hearing is a fixed 2.3%, which is scheduled to take effect July 1, 2020.

The purpose of this staff report is to provide Council the opportunity to discuss options in regards to the final scheduled rate increase given the current economic and social impacts from COVID-19 and Governor Newsom's Executive order N-42-20, which suspends the authority of urban and community water systems, as well as other water system providers to discontinue service for nonpayment. Though not contained in the Governor's Executive Order, the Council has taken additional action to temporarily suspend the imposition of late fees for nonpayment.

Given Council's voluntary action to temporarily suspend late fees for nonpayment, staff felt that it would be a valid point of discussion prior to proceeding with the approved automatic rate adjustment to consider potential options in the deferred implementation at Council's discretion. Estimated impacts of deferring the scheduled increase will be reflected in the Water Operating Fund, which is a self-supporting enterprise with water sales being the principal source of income. Estimated impacts are as follows, Deferral to; October 1, 2020 equates to \$83,000, January 1, 2021 equates to \$161,000, April 1, 2021 equates to \$215,000, and deferral to the next fiscal year July 1, 2021 equates to \$275,000. These estimated impacts are subject to fluctuation, pending water sales trend with historical usage and the number of connections added to the system.

The Council is aware that the City has significant planned projects involving the City's water system, including the transition to tertiary treatment recycled water, which the deferral of the scheduled rate increase could have a minor impact on bond finance capacity.

RECOMMENDATION: That City Council:

Provide Staff direction on the approved automatic scheduled 2.3% rate increase scheduled to be imposed effective July 1, 2020.

ATTACHMENTS: 1. 2016 Proposition 218 Notice Water Rate Schedule

Appropriated/Funded:

Review By:

Department Director:

Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager

PROPOSICIÓN 218 AVISO DE AUDIENCIA PÚBLICA SOBRE AUMENTOS PROPUESTOS EN TARIFAS DE AGUA

LA PRESENTE SE NOTIFICA que la ciudad de Porterville llevará acabo una audiencia pública el 19 de julio de 2016 a las 6:30 pm en la cámara del consejo municipal, ubicada en 291 North Main Street, Porterville, CA 93257, para considerar la adopción de los aumentos a las tarifas de sus cargos por servicio de agua. El propósito de la audiencia pública es para tomar los comentarios escritos y orales y considerar todas las reclamaciones por escrito en contra de los aumentos de tarifas propuestos. Las reclamaciones por escrito deben ser presentadas con el secretario municipal de la ciudad de Porterville.

SUS DERECHOS: Si usted es el propietario del registro de una propiedad sujeta a las tarifas propuestas o un inquilino directamente responsable por el pago de los cargos por servicio de agua (es decir, un cliente de registro), puede presentar una protesta por escrito en contra de los cambios propuestos en las tarifas. Sólo una protesta escrita por parcela será contada. Protestas escritas pueden ser enviadas por correo al secretario municipal de la ciudad de Porterville, ubicado en 291 N. Main Street, Porterville, CA 93257, o en persona en la audiencia pública, siempre y cuando se hayan recibido antes de la conclusión del testimonio público en la audiencia pública. Por favor identifique en el frente del sobre "Water Rate Protest" por cualquier protesta, ya sea por correo o entregarse personalmente al secretario municipal. Las protestas presentadas verbalmente, o por correo electrónico, fax o cualquier otro medio electrónico no serán aceptadas. Para obtener más información acerca de este aviso, por favor llame a la ciudad al (559) 782-7514.

PROPOSITION 218 NOTICE OF PUBLIC HEARING ON PROPOSED INCREASES TO WATER RATES

NOTICE IS HEREBY GIVEN that the City of Porterville will hold a Public Hearing on July 19, 2016, at 6:30pm in the City Council Chambers, located at 291 North Main Street, Porterville, CA 93257, to consider the adoption of increases to the rates for its water service fees. The purpose of the public hearing is to take written and oral comments and consider all written protests against the proposed rate increases. Written protests must be filed with the City of Porterville City Clerk.

YOUR RIGHTS: If you are the record owner of a property subject to the proposed rates or a tenant directly liable for the payment of water service fees (i.e., a customer of record), you may submit a written protest against the proposed rate changes. Only one written protest per parcel will be counted. Written protests may be submitted by mail to the City Clerk, City of Porterville, 291 North Main Street, Porterville, CA 93257, or in person at the public hearing, so long as they are received prior to the conclusion of public testimony at the public hearing. Please identify on the front of the envelope "Water Rate Protest" for any protest, whether mailed or submitted in person to the City Clerk. Protests submitted verbally, or by e-mail, facsimile, or other electronic means will not be accepted.

Each protest must (1) be in writing; (2) state opposition to the proposed water rate increase; (3) provide the location of the owner's identified parcel (by assessor's parcel number or street address); and (4) include the original signature of the property owner or customer of record submitting the protest. Only one written protest per parcel will be counted.

At the conclusion of the public hearing, the City Council will consider adopting the proposed rate increases, which are outlined on the reverse side of this notice. If, at the close of the public hearing, written protests against the proposed water rate increases are submitted by a majority of record owners of affected parcels and customers of record (50% plus one), the City will not approve the proposed water rates. If, at the close of the public hearing, written protests against the proposed rate increases do not present a majority of record owners of affected parcels and customers of record, the City Council will be authorized to impose rate increases up to the amounts proposed. If adopted, new water rates will be effective August 1, 2016.

THE NEED FOR WATER RATE INCREASES: The City makes every effort to provide its customers with water in the most efficient and cost effective manner possible. The City continuously evaluates operational costs and utilization of the assets it holds, it also needs to keep pace with inflation, maintain and upgrade aging infrastructure, and other cost increases. The costs to operate the water system have increased, just like the costs of food, electricity and other basic household commodities. Rates need to be raised to: (1) adequately fund the water system so it can be operated safely and provide residents and businesses with clean, safe and reliable potable water; (2) fund capacity enhancement projects; (3) provide timely maintenance of existing facilities; and (4) design & implementation of infrastructure needed and required by the Sustainable Groundwater Management Act (SGMA); (5) address capital costs, increasing costs of water quality monitoring imposed by SGMA; (6) fund a pipe replacement program.

PROPOSED WATER RATE INCREASES: The City's Water Development, Operations and Replacement Funds are declining to a point where maintenance and replacement projects are being deferred due to lack of funding. The purpose of the Water Operating and Replacement Fund is to ensure that the water supply and distribution system will have the capacity to serve its residents. The suggested increase, charted below, will augment the Water Operating Fund to include a water main replacement program. The implementation of SGMA, will demand funding for; sustainable recharge; water level monitoring; development of infrastructure and basin wide collaboration.

PROPOSED RATES (2016/17): The proposed water rates include two components: (1) a monthly meter charge and (2) a variable (water consumption-based) use charge. The meter charge is a fixed amount calculated to recover a portion of the City's fixed costs of operating and maintaining the water system and is established on the basis of the size of the water meter serving the property. The fixed meter charge is due regardless of the quantity of water consumed. The variable water use charge is the rate the City charges per unit of water consumed (one unit of water equals 748 gallons or 100 cubic feet). The variable charge will be different from one bill to another, depending on the quantity of water consumed. Currently, the City charges a \$10.00 flat rate on a typical residential meter and charges \$0.90 per 100 cubic feet of water. City Council will consider a rate increase of \$6.50 on a typical residential meter as well as a \$0.85 water rate increase per 100 cubic feet of water consumed. A proportional increase on all other meters is also being considered (see graphs on reverse side for additional information).

PROPOSED ANNUAL FIXED RATE INCREASE (BASED ON 2.3% ADJUSTMENTS): In addition to considering these proposed rate increases, City Council will also consider an annual rate increase of 2.3%. The proposed 2.3% adjustments, would take place over the next five years (through FY 2020/21), after which time no further automatic adjustments would take place absent a new notice and hearing pursuant to Proposition 218. Under the proposed annual rate increase structure, Porterville residents are likely to see an increase of \$0.04 per 100 cubic feet of water, or about \$1.29 per month for the average customer (inclusive of the meter rate increase). If implemented, the fixed rate of 2.3% increase charges will take effect starting July 1, 2017. Customers will be notified annually of the increase in their May and June water bills.

PROPOSED WATER CONSERVATION PLAN PHASE V RATE INCREASE: Furthermore, at the public hearing, City Council will consider authorizing a 20% water consumption rate increase in Phase V of the City's Water Conservation Plan. We are currently in transition to Phase III of the plan effective June 1, 2016 through November 30, 2016; Phase V is the City's Emergency Response Phase and implemented in times of severe water supply shortages due to drought or other emergencies. This rate increase will encourage water conservation, will also serve as a provision to recover the lost revenues from water conservation which are needed to pay for routine maintenance of the water system, and will assist with continued adequacy of the City's water supply.

BILL IMPACT: A typical single family home uses 22 units (16,456 gallons or 2,200 cubic feet) of water in a billing cycle. A typical monthly bill would increase from \$29.80 to \$55.00 under the proposed initial increase. Should the annual rate increase pass, a typical monthly bill would increase as follows over the next five years. Please note that bills will be lower or higher than shown depending on actual quantity of water used.

	Current	2016/17	2017/18	2018/19	2019/20	2020/21
<i>Monthly Bill</i>	\$29.80	\$55.00	\$56.26	\$57.53	\$58.81	\$60.10

City staff can assist you with answering any questions about your water bill. If you have any questions regarding the information provided in this notice, or the rates applicable to your property, please contact Field Services at (559) 782-7514.

METERED RATES		Proposed Metered Rates per Fiscal Year (FY)				
Water Rate Schedule	Current Rates	Proposed Rates (2016/17)	Annual Fixed Rate Increases			
			FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21
<i>Projected Fixed Rate Increase</i>			2.3%	2.3%	2.3%	2.3%
WATER CONSUMPTION CHARGE (per 100 cubic feet)	\$0.90	\$1.75	\$1.79	\$1.83	\$1.87	\$1.91
PHASE V RATE INCREASE†	\$1.08	\$2.10	\$2.15	\$2.20	\$2.24	\$2.29
METER SIZE						
<i>Less than 1"</i>	\$10.00	\$16.50	\$16.88	\$17.27	\$17.67	\$18.08
<i>1"</i>	\$11.00	\$18.15	\$18.57	\$19.00	\$19.44	\$19.89
<i>1 1/4"</i>	\$13.50	\$22.28	\$22.79	\$23.31	\$23.85	\$24.40
<i>1 1/2"</i>	\$16.00	\$26.40	\$27.01	\$27.63	\$28.27	\$28.92
<i>2"</i>	\$20.00	\$33.00	\$33.76	\$34.54	\$35.33	\$36.14
<i>3"</i>	\$27.00	\$44.55	\$45.57	\$46.62	\$47.69	\$48.79
<i>4"</i>	\$33.00	\$54.45	\$55.70	\$56.98	\$58.29	\$59.63
<i>6"</i>	\$40.00	\$66.00	\$67.52	\$69.07	\$70.66	\$72.29
<i>8"</i>	\$50.00	\$82.50	\$84.40	\$86.34	\$88.32	\$90.36

UNMETERED FLAT RATES		Proposed Unmetered Flat Rates per Fiscal Year (FY)				
Water Rate Schedule	Current Rates	Proposed Rates (2016/17)	Annual Fixed Rate Increases			
			FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21
<i>Projected Fixed Rate Increase</i>			2.3%	2.3%	2.3%	2.3%
<i>Trailer Parks</i>	\$19.68	\$36.32	\$37.16	\$38.01	\$38.88	\$39.77
PHASE V RATE INCREASE†	\$23.62	\$43.59	\$44.59	\$45.62	\$46.67	\$47.74
<i>All Others</i>	\$42.80	\$79.01	\$80.83	\$82.69	\$84.59	\$86.54
PHASE V RATE INCREASE†	\$51.36	\$94.81	\$96.99	\$99.22	\$101.50	\$103.83

BACKFLOW DEVICES		Proposed Backflow Device Rates per Fiscal Year (FY)				
Water Rate Schedule	Current Rates	Proposed Rates (2016/17)	Annual Fixed Rate Increases			
			FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21
<i>Projected Fixed Rate Increase</i>			2.3%	2.3%	2.3%	2.3%
DEVICE SIZE						
<i>1"</i>	\$6.36	\$10.49	\$10.73	\$10.98	\$11.23	\$11.49
<i>1 1/2" – 2 1/2"</i>	\$8.90	\$14.69	\$15.03	\$15.38	\$15.73	\$16.09
<i>3"</i>	\$10.20	\$16.83	\$17.22	\$17.62	\$18.03	\$18.44
<i>4"</i>	\$12.70	\$20.96	\$21.44	\$21.93	\$22.43	\$22.95
<i>6" – 10"</i>	\$56.00	\$92.40	\$94.53	\$96.70	\$98.92	\$101.20

†Phase V Rate Increases will occur only if directed by City Council to transition into the City's Emergency Response Phase V of its Water Conservation Plan.



CITY COUNCIL AGENDA – JUNE 16, 2020

SUBJECT: Consideration of Calling November 3, 2020 General Election; Requesting Consolidation of Election; and Setting Specified Services

SOURCE: Administrative Services

COMMENT: As the City Council is aware, the City's next general election is set to take place on November 3, 2020, with the candidate nomination period beginning on July 13, 2020 (please see the attached Election Timetable). Three districts have representatives with terms expiring in 2020: Mayor Flores in District 3; Vice Mayor Reyes in District 4; and Council Member Gurrola in District 5. It is now time for the Council to make certain determinations for the election protocols. The areas in question are as follows:

A. Consolidation – If County Services are to be utilized for the following:

1. Distribute and file nomination papers and candidate statements for candidates for City offices.
2. Make all required publications.
3. Prepare, print and mail to the qualified electors of the City sample ballots and voter pamphlets.
4. Provide Vote by Mail ballots for said Municipal Election for use by the qualified electors who may be entitled to such Vote by Mail ballots in the manner provided by law.
5. Order the consolidation of precincts, appoint precinct boards, designate polling places and instruct election officers concerning their duties.
6. Conduct and canvass the returns of the election and certify the votes cast to the City.
7. Receive and process Vote by Mail ballot voter applications.
8. Prepare, print and deliver to the polling places supplies, including the official ballots and a receipt for said supplies.
9. Recount votes, if requested, in accordance with state law.
10. Conduct the above election duties in accordance with the Voting Rights Act of 1975.
11. Perform all other pertinent services required to be performed for said election, except as otherwise agreed, other than the requirements of the Fair Political Practices Commission (FPPC); said FPPC requirements to be performed by the City Clerk.

The City has consolidated its elections with the County for the past 17 years. Prior to 2003, the City conducted stand-alone elections with the assistance of guidance from election consulting firm Martin Chapman, which ceased

operations in 2017/2018. While the agreement for elections services with the County has historically provided for shared responsibilities, it is proposed that the City accept the County's standard arrangement for the 2020 election due to several reasons.

The City's hybrid model consists of City staff handling all candidate paperwork and the publication of all election-related notices. These tasks are handled by the County in all other jurisdictions. When initially implemented, the City's hybrid model was negotiated due to the City's geographic location, being some distance from the Registrar of Voters' Offices, in an effort to provide convenience for local candidates interested in running for office. It proved to be effective, as City staff was able to directly connect to the Registrar of Voters database thereby providing the local ability to verify voter registrations and signatures and qualify candidates. Unfortunately, City staff no longer has access to this database and now serves more as a "middle person" who receives candidate filings and then forwards them to the County for processing. This additional step often causes delays in processing, particularly when problems arise with the paperwork. In addition to delays, the duplication of published notices has also been an issue.

In addition to the reasons identified above, the County Elections Office has recently advised that it is changing the process by which all candidates within Tulare County can receive and file candidate paperwork. Commencing on July 13, the first day on which candidates may "pull" nomination papers for elective office, candidates will be able to do so online through the Tulare County Registrar of Voters. The new process will now only require one in-person visit to the County Elections Office in Visalia when the candidate submits their paperwork to qualify as a candidate. This visit will be handled by the County by appointment.

It is because of these reasons that staff recommends that the City request all standard election services from the County for the November 3, 2020, election.

B. Candidates' Statements:

Another determination to be considered by the Council pertains to Candidates Statements as follows:

1. If they are to be allowed.
2. If the candidate will have to pay the pro rata cost of printing and distributing the candidates' statements of 200 words or less (cost of mailing not included). This cost is based on the number of registered voters within each district (as of current date) and is as follows:

District 3: 3,961 voters – Estimate of \$1,000
District 4: 5,664 voters – Estimate of \$1,200
District 5: 3,347 voters – Estimate of \$1,000

3. If other mailings of election material is to be permitted.

Since the 2012 election, the Council has voted to require that candidates pay their pro rata share of the cost of printing and distributing candidate statements. During this time, some candidates have chosen to pay the cost and submit statements, while others have chosen to not submit statements. Prior to 2012, the City absorbed the associated costs.

C. The designation for the Central Counting of Ballots:

1. It is recommended that the Council designate the Tulare County Election Department, 5951 South Mooney Boulevard, Visalia, California as the location for the Central Counting of Ballots.

Staff proposes that \$50,000 be budgeted for this election. For Council's information, the number of registered voters currently in Porterville is 21,693.

RECOMMENDATION:

That the City Council:

1. Adopt the draft Resolution calling the Election for November 3, 2020; requesting and consenting to the consolidation of the election; and setting specifications of the election order;
2. Adopt the draft Resolution requesting that the Board of Supervisors permit the Registrar of Voters to render specified services to the City for the November 3, 2020, Election;
3. Allow candidates' statements of 200 words or less with no additional mailings and determine whether the candidate or the City shall be responsible for the estimated cost per candidate;
4. Authorize that the County Election Department, 5951 South Mooney Boulevard, Visalia, California, be designated as the Central Counting Place for the November 3, 2020, General Municipal Election; and
5. Authorize payment to the Tulare County Registrar of Voters upon the completion of the requested services.

ATTACHMENTS:

1. November 3, 2020 Election Calendar
2. Draft Resolution - Election Services
3. Draft Resolution re Consenting to Consolidation

Appropriated/Funded:

Review By:

Department Director:

Patrice Hildreth, Deputy City Manager

Final Approver: John Lollis, City Manager

CITIES
ELECTION TIMETABLE
November 3, 2020

DUE Date	Days to Election	Action	Election Codes
1-Jul-2020	125	<u>NO LATER THAN THIS DATE</u>, the City must deliver to the County Elections Official the following documents: 1) Notice to the Registrar of Voters confirming offices and incumbents. 2) Resolution requesting and consenting to consolidation and setting forth the specifications of the election order. 3) Resolution requesting the Board of Supervisors allow the Registrar of Voters to render services. The Elections Office will mail Notice of Election to the appropriate newspaper for publication once between July 9th and July 13th. City Clerk shall also receive a copy for posting. A general news release will also be sent by the Elections Office to the newspaper setting forth the city offices to be filled.	EC 10400 EC 10002 EC 12101
6-Jul-2020	120	Requested LAST day for the city to deliver a finalized copy for all special measures, if any, to the Elections Office. This date will allow for publication of notice of election and date fixed for submitting arguments; receiving of arguments and rebuttal arguments (if provisions for rebuttals were adopted); required public examination period; translations and set up for printer. [NOTE: By law the city has until the 88th day which is August 10th to request consolidation; however, this leaves insufficient time for adequate notice, argument filing period, and public examination period before ballot layouts must be delivered to the printer]. The Elections Office will prepare notice of election and notice of date fixed to submit arguments and submit to the newspaper for publication once between July 9th and July 16th. [If no newspaper of general circulation is published in the city then the City Clerk shall post copies in at least three public places in the city].	EC 10401, EC 10402 and EC 10403 EC 12101 and EC 12111
13-Jul-2020	113	FIRST day for candidates to pick up and file a Declaration of Candidacy and other nomination papers in the County Elections Office.	EC 10220
7-Aug-2020	88	LAST day for candidates to file a Declaration of Candidacy. LAST day to withdraw a Declaration of Candidacy.	EC 10224
7-Aug-2020	88	LAST day for the city attorney to prepare and submit an Impartial Analysis for a city measure.	EC 9280
7-Aug-2020	88	LAST day to file primary arguments, if the city placed a measure on the ballot & notified the elections office by August 10th.	EC 9281; EC 9282; and EC 9286

CITIES
ELECTION TIMETABLE
November 3, 2020

DUE Date	Days to Election	Action	Election Codes
		[If more than one "argument for" or more than one "argument against" the measure is received, the city election official shall select one of the "arguments for" and one of the "arguments against" for printer.] NOTE: When the council adopts the resolution requesting the county elections official to render services the city may request that the county select the argument(s).	EC 9287 and EC 10002
12-Aug-2020	83	LAST day of extended nomination period. NOTE: If any incumbent officer who is up for election does not file by 5:00 p.m., August 10th, then any person (other than the incumbent) has until 5:00 p.m. on this date to file a Declaration of Candidacy. If this provision is in effect then candidates also have until 5:00 p.m. today to withdraw.	EC 10225
13-Aug-2020	82	If by 5:00 p.m. on August 15th there was: 1) Only one nominee 2) No nominee, or 3) An insufficient number of nominees for the offices to be filled. Refer to Elections Code Section 10229 for appointment procedures. Deadline to act is August 23th (75 days prior) or election shall be held.	
17-Aug-2020	78	LAST day for rebuttal arguments if the city placed a measure on the ballot & notified the elections office by August 10th. Rebuttals are <u>only</u> allowed if the	EC 9167 and EC 9285
20-Aug-2020	75	Deadline for appointment in-lieu of election. If the City Clerk has submitted a written request for copies of the Nomination Papers, they will be mailed by this date.	EC 10229
24-Sep-2020	40	Approximately this date the Elections Office will begin mailing out Sample Ballots, completing all mailings by October 16th (21 days).	EC 13303

CITIES
ELECTION TIMETABLE
November 3, 2020

DUE Date	Days to Election	Action	Election Codes
5-Oct-2020	29	FIRST day for Vote by Mail Ballots... 1) A registered voter may apply for a Vote By Mail (VBM) Ballot as follows: • By mail or fax • By telephone (new as of 1/1/2014) Vote by Mail requests must include residence address, mailing address, if any, and each voter's signature. An application will be included on the back of each Sample Ballot booklet. 2) Groups or candidates distributing Vote by Mail applications must use a state mandated form. The form and instructions can be obtained from the Elections Office located at 5951 S. Mooney Blvd., Visalia, CA	
19-Oct-2020	15	Last day for voters to register to vote in the election. (If a voter's registration is received after October 22nd they will receive a polling place notice but no sample ballot booklet.)	EC 2102
27-Oct-2020	7	LAST day for Elections Division to receive Vote By Mail ballot applications through the mail. (Application must be received, <u>postmark</u> is not sufficient).	EC 3001
28-Oct-2020	6	Late condition Vote by Mail Ballots are available until Election Day in the Elections Office. For further information, call (559) 624-7300	
3-Nov-2020		*** ELECTION DAY ***	
5-Nov-2020	+2	County will commence a manual recount of 1% of the precincts. By this date, the County will also commence the canvass of the returns.	EC 15360; EC 10547 & EC 15301
3-Dec-2020	+30	By this date the Elections Office will prepare and deliver a certified statement of results of the election to the City Clerk. The Elections Division will also prepare a Certificate of Election for each candidate.	EC 10550; EC 10551; EC 15372 EC 10265 and EC 15401
11-Jan-2021	+69	The Elections Office will bill the City for its share of the election costs.	EC 10002

RESOLUTION NO. ____-2020

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF PORTERVILLE REQUESTING THE TULARE COUNTY BOARD OF
SUPERVISORS PERMIT THE COUNTY REGISTRAR OF VOTERS TO RENDER
SPECIFIED SERVICES TO THE CITY OF PORTERVILLE

WHEREAS, pursuant to the Elections Code, the governing body of any city may, by Resolution, request the Board of Supervisors of the County to permit the County Elections Official to render specified services to the city related to the conduct of an election; and

WHEREAS, the City of Porterville has ordered an election be held within the boundaries of the City on November 3, 2020.

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

The Board of Supervisors of Tulare County is hereby requested to permit the County Registrar of Voters to render services to the City of Porterville relating to the conduct of the November 3, 2020 Municipal Election as follows:

- a. Distribute and file nomination papers and candidate statements for candidates for City offices.
- b. Make all required publications.
- c. Prepare, print and mail to the qualified electors of the City sample ballots and voter pamphlets.
- d. Provide Vote by Mail ballots for said Municipal Election for use by the qualified electors who may be entitled to Vote by Mail ballots in the manner provided by law.
- e. Order the consolidation of precincts, appoint precinct boards, designate polling places and instruct election officers concerning their duties.
- f. Conduct and canvass the returns of the election and certify the votes cast to the City Council.
- g. Receive and process Vote by Mail ballot voter applications.
- h. Prepare, print and deliver to the polling places supplies, including the official ballots and a receipt for said supplies.
- i. Recount votes, if requested, in accordance with state law.

- j. Conduct the above election duties in accordance with the Voting Rights Act of 1975.
- k. Perform all other pertinent services required to be performed for said election, except as otherwise agreed, other than the requirements of the Fair Political Practices Commission; said FPPC requirements to be performed by the City Clerk.

The City Clerk is hereby authorized and directed to transmit certified copies of this Resolution to the Board of Supervisors and to the County Registrar of Voters.

PASSED, APPROVED AND ADOPTED this ____ day of June, 2020.

Martha A. Flores, Mayor

ATTEST:

John D. Lollis, City Clerk

By: Patrice Hildreth, Chief Deputy City Clerk

RESOLUTION NO. ____ - 2020

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF PORTERVILLE REQUESTING AND CONSENTING
TO THE CONSOLIDATION OF ELECTIONS; AND SETTING SPECIFICATIONS
OF THE ELECTION ORDER

WHEREAS, the City Council of the City of Porterville has ordered a Municipal Election to be held on Tuesday, November 3, 2020, to fill certain municipal offices; and

WHEREAS, other elections may be held in whole or in part of the territory of the City of Porterville and it is to the advantage of the City to consolidate pursuant to Elections Code Section 10400; and

WHEREAS, Elections Code Section 10242 provides that the governing board shall determine the hours of opening and closing the polls; and

WHEREAS, Elections Code Section 10002 requires the City to reimburse the County in full for the services performed upon presentation of a bill for services to the City by the County Elections Official; and

WHEREAS, Elections Code Section 13307(3c) requires that before the nominating period opens, the governing body must determine whether a charge shall be levied against each candidate submitting a candidate's statement to be sent to the voters; and

WHEREAS, Elections Code Section 12101 requires the publication of a notice of the election once in a newspaper of general circulation in the City.

NOW, THEREFORE, IT IS ORDERED that an election be held in accordance with the following specifications:

SPECIFICATIONS OF THE ELECTION ORDER

1. The Election shall be held on Tuesday, the 3rd day of November, 2020. The purpose of the election is to choose individuals for the following offices:

District Three
One (1) Member of the City Council
Term of Four Years

District Four
One (1) Member of the City Council
Term of Four Years

District Five
One (1) Member of the City Council
Term of Four Years

2. This City Council hereby requests and consents to the consolidation of this election with other elections which may be held in whole or in part of the territory of the City, as provided in Elections Code 10400.
3. The City hereby designates the hours of the polls are to be kept open shall be from 7:00 a.m. to 8:00 p.m.
4. The City will reimburse the County of Tulare for the actual cost incurred in conducting the election upon receipt of a bill for services stating the amount due as determined by the Elections Official.
5. The City Council has determined that the _____ will pay for the Candidate's Statement. The Candidate's Statement will be limited to 200 words.
6. The City requests that the Registrar of Voters publish the Notice of Election in The Porterville Recorder, which is a newspaper of general circulation that is regularly circulated in the City.
7. The City directs that a certified copy of this Resolution be forwarded to the Registrar of Voters, and the Board of Supervisors of Tulare County.

PASSED, APPROVED AND ADOPTED this _____ day of June, 2020.

Martha A. Flores, Mayor

ATTEST:

John D. Lollis, City Clerk

By: Patrice Hildreth, Chief Deputy City Clerk



CITY COUNCIL AGENDA – JUNE 16, 2020

SUBJECT: Consideration of Pursuing Potential Tax Measures for November 3, 2020 Election

SOURCE: City Council

COMMENT: During prior City Council discussions concerning cannabis, the Council voiced interest in the pursuit of a cannabis industry general excise tax measure for potential placement on the November 3, 2020, ballot, including dispensaries, distribution, indoor cultivation, manufacturing and testing. Given the Council acted to move forward with dispensaries through a separate Request for Proposals (RFP) process, and also considering limitations subsequently placed by the State on cannabis taxes, staff wishes to confirm that there is continued interest in pursuing a cannabis-related general excise tax measure on the upcoming November 2020 ballot. For Council's reference, a sample ordinance from the City of Woodlake has been provided. While Woodlake took action to permit a wider range of cannabis-related industries, the sample ordinance provides an good example of the taxing framework.

In addition to a potential cannabis-related general excise tax, in prior Council discussions the topic of seeking an increase of the City's transient occupancy tax ("TOT") has also taken place. The TOT is a tax paid by visitors and collected through hotel/motel stays. Currently, the City's TOT rate is 8% and was projected to generate approximately \$550,000 for fiscal year 2019-2020 pre-COVID-19. A significant majority of cities in California impose a TOT rate between 10% to 12%.

Should the Council wish to pursue either tax measure, staff will bring back an item for consideration by Council at its meeting of July 7, 2020. Pursuant to Elections Code, the last day by which to call for an election for special measures is eighty-eight (88) days prior to the election, or August 10, 2020. In coordinating with County elections staff, a July 8, 2020 submission would be appreciated should a measure be pursued.

RECOMMENDATION: That the City Council provide direction to staff.

ATTACHMENTS:

1. Woodlake Ordinance
2. 11-3-2020 Election Calendar

Appropriated/Funded:

Review By:

Department Director:

John Lollis, City Manager

Final Approver: John Lollis, City Manager

ORDINANCE NO. 610

AN ORDINANCE OF THE CITY OF WOODLAKE ENACTING A CANNABIS INDUSTRY TAX

THE PEOPLE of the City of Woodlake do ordain as follows:

Section 1. PURPOSE. The provisions of this ordinance are necessary for the safety of the public and for the preservation of essential city services for the residents of the City of Woodlake ("City"). By adopting Resolution No. 17-74 by a vote of at least two-thirds vote of all members of the City Council, the City Council authorized placing this ordinance before the voters of the City of Woodlake at an election to be held on November 7, 2017.

Section 2. CODE ADOPTION. Chapter 3.18 of Title 3 of the Municipal Code of the City of Woodlake is added to read in its entirety as follows:

Chapter 3.18 CANNABIS INDUSTRY TAX

3.18.010 - Cannabis Industry Tax.

The cannabis industry tax is an excise tax on the privilege of engaging in cannabis business activity in the City; it is not a sales or use tax. All of the proceeds from the tax imposed by this Chapter shall be placed in the City's general fund and used for general governmental purposes.

3.18.020 – Definitions

"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, including the seeds thereof. "Cannabis" also means cannabis as defined by Section 11018 of the Health and Safety Code as enacted by Chapter 1407 of the Statutes of 1972, and amended by the California Control, Regulate and Tax Adult Use of Cannabis Initiative, and as defined by other applicable State law.

"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 cultivation area" means the total aggregate area(s) of cannabis cultivation by a cannabis business as measured around the outermost perimeter of each separate and discrete area of cannabis cultivation at the dripline of the canopy expected at maturity and includes, but is not limited to, the space between plants within the cultivation area, the exterior dimensions of garden beds, garden plots, hoop houses, green houses, and each room or area where cannabis plants are grown, excluding non-production areas, as determined by the Community Development Director or his or her designee.

"Cannabis industry tax" means the tax due pursuant to this Chapter for engaging in cannabis business in the City.

"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.

"Canopy" means all areas occupied by any portion of a cannabis plant, inclusive of all vertical planes, whether the areas are contiguous or noncontiguous. The plant canopy need not be contained to a single parcel of land in determining the total square footage that will be subject to tax under this Chapter. If mature plants are being cultivated using a shelving system, the surface area of each level shall be included in the total canopy calculation.

"City" means the City of Woodlake, either the entity or its territorial limits, as the context requires.

"City Council" or "Council" means the City Council of the City of Woodlake.

"Collector" means the City's Chief Financial Officer or his or her designee.

"Commercial cannabis cultivation" means cultivation conducted by, for, or as part of a cannabis business. Commercial cannabis cultivation does not include personal medical cannabis cultivation, or cultivation for personal recreational use as authorized under the "Control, Regulate and Tax Adult Use of Marijuana Act" approved by the State's voters on November 8, 2016, for which the individual receives no compensation whatsoever.

"Commercial Cannabis Business" 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.

"Cannabis production" means the processes associated with the processing, extraction, manufacturing, testing, distribution and transportation of medical and non-medical cannabis products.

"Commingling" means the physical aggregation of harvest batches or nonmanufactured cannabis products by a licensee

"Cultivation" means any activity involving the planting, growing, harvesting, drying, curing,

grading, or trimming of cannabis. "Cultivation" also includes nurseries. In addition, and without limiting the foregoing, "cultivation" includes "cultivation" as defined in California Business and Professions Code section 19300.5 and any successor statute, as may be adopted and amended from time to time.

"Delivery" means the commercial transfer of marijuana cannabis or marijuana 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 medical cannabis goods from the licensed dispensary premises to a medical cannabis patient or primary caregiver at a physical address.

"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 section 19300.5 and any successor statute, as may be adopted or amended from time to time.

"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 section 19300.5 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.

"Indoor cultivation" means the cultivation of cannabis within a structure using artificial light, at a rate greater than 25 watts per square foot.

"Manufacturer" means a person who conducts the production, preparation, propagation, or compounding of cannabis or cannabis products either directly or indirectly or by extraction methods, or independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis, or that packages or repackages cannabis or cannabis products or labels or re-labels its container. In addition, and without limiting the foregoing, "manufacturer" includes "manufacturer" as defined in California Business and Professions Code section 19300.5 and any successor statute, as may be adopted or amended from time to time.

"Mixed-light cultivation" means the cultivation of cannabis using light deprivation and/or

artificial lighting below a rate of 25 watts per square foot.”

"Nursery" means a person who produces cannabis clones, immature plants, and/or seeds for wholesale distribution, used specifically for the planting, propagation, and cultivation of cannabis. In addition, and without limiting the foregoing, "nursery" includes "nursery" as defined in California Business and Professions Code section 19300.5 and any successor statute, as may be adopted or amended from time to time.

"Operator" means the Business Owner and any other person designated by the Business Owner as responsible for the day to day Cannabis business operation.

"Personal medical cannabis cultivation" means cultivation, by either a qualified patient who cultivates cannabis exclusively for his or her personal medical use or by a caregiver who cultivates cannabis exclusively for medical use by qualified patients and who is exempt from State licensing requirements under the State Medical Cannabis Regulation and Safety Act.

"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.

"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 19300, et seq. or other applicable State law.

"Testing means a laboratory, facility, or entity in the State, that offers or performs tests of cannabis or cannabis products and that is both of the following:

- 1) Accredited by an accrediting body that is independent from all other persons involved in commercial marijuana cannabis activity in the State.

- 2) Registered with Licensed by the State Department of Public Health.

"Transport" 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.

3.18.030 – Tax Authorization

A cannabis industry tax is hereby imposed on every person who is engaged in cannabis business in the City as prescribed herein, from and after the effective date of a City Council resolution implementing the tax. It is unlawful for any person to transact or carry on any cannabis business in the City without paying, in accordance with this Chapter, the cannabis industry tax imposed by this section.

A. Tax on Commercial Cannabis Businesses

1. There is hereby imposed on every person engaged in commercial cannabis business in the City, an annual tax at a rate established by resolution of the City Council which rate shall not exceed twenty-five U.S. dollars (\$25 USD) per square foot of cannabis business area or ten percent (10%) of annual gross receipts. The maximum square foot tax shall be adjusted annually each January 1st based on the year-over-year percentage change in Bureau of Labor Statistics San Francisco/Oakland/San Jose Consumer Price Index – All Urban Consumers (CPI-U) October to October comparison, or if such index is discontinued, a comparable successor consumer price index as determined by the City Council. The tax imposed under this Subsection (A)(1) shall be due and payable in installments as provided in Section 3.18.040 of this Chapter. The tax imposed under this Subsection (A)(1) shall not be implemented unless and until the City Council acts by resolution to do so.
2. The taxable square footage calculation shall be determined by including all portions of the premises where the commercial cannabis business operates deducting therefrom driveways, sidewalks, landscaping, vacant unused space, areas used exclusively for office space, employee break rooms, restrooms, and storage space unrelated to the commercial cannabis business (such as a janitorial closet).
3. If more than one cannabis business operates on the premises, each licensee shall be responsible for paying the tax.
4. The City Council may by resolution, in its discretion, implement an effective tax rate which is lower than the maximum authorized rates set forth in Subsection (A)(1) for all persons engaged in a cannabis business in the City or establish differing tax rates for different categories of commercial cannabis business or tiered tax rates based on the cannabis business area. For example, and without limitation, the City Council may set different effective tax rates for cannabis cultivation for medical or non-medical cannabis, or for indoor rather than mixed light cultivation. For example, and without limitation, the City Council may set different effective rates for each license including manufacturers, processors, distributors, transporters, testing facilities or dispensaries. The City Council may, by resolution, also decrease or increase any such effective tax rate from time to time, provided that the effective tax rate shall not, at any time, exceed the maximum tax rates authorized in Subsection (A)(1). The City may also establish, by resolution, a tiered rate which establishes different effective rates which will increase or decrease based upon the cannabis business area. An affirmative vote of the City Council is required for any tax increase resulting in a tax rate of over 5% whenever the effective rate is already set at or below 5%. Tax rates shall be set for a minimum of a one (1) fiscal year term and, unless otherwise provided by the resolution setting the rate, shall remain in effect from year to year until further action by the City Council.
5. Persons subject to the tax imposed by Subsections (A)(1) and (A)(2) shall also register and pay all fees required by the City Council.

- C. No further voter approval shall be required for the adoption or increase of a tax under the authority granted by this Section 3.18.030 of this Chapter, it being the intent of the People of the City of Woodlake to authorize such a tax up to and including the maximum rates set forth above whenever implemented by the City Council hereafter.

3.18.040 Reporting and Remittance of Tax.

The cannabis industry tax imposed by this Chapter shall be due and payable as follows:

- A. Each person subject to tax under this chapter, except a cannabis tax based on a square footage, shall, on or before the last day of the month following the close of each calendar quarter, prepare and submit a tax return and remit to the Collector the tax due for that quarter. At the time the return is filed, the full amount of the tax due for the prior quarter shall be remitted to the Collector. At any time, a business may apply in writing to the Collector to have these tax returns and payments made less frequently or on a different schedule. Any determination resulting from this application will be at the sole discretion of the Collector and shall be provided in writing.
- B. Each person subject to a cannabis tax based upon square footage shall, on or before the last day of the month following the close of each calendar quarter, prepare and submit a tax return and remit to the Collector the tax due for that quarter. The tax shall be calculated in accordance with rules and regulations established by the Collector pursuant to 3.18.120. The tax return may include a request for adjustment of the tax due to crop loss or periods without cultivation, along with evidence substantiating the crop loss or fallow periods. If the cultivation begins significantly after January 1 or terminates significantly before December 31 of the calendar year, a request to prorate the tax may be submitted with clear and convincing evidence supporting the timing of the cultivation. The decision to prorate or adjust the tax will be made at the sole discretion of the Collector. At the time the return is filed, the full amount of the tax due for the prior quarter shall be remitted to the Collector. At any time, a business may apply in writing to the Collector to have these tax returns and payments made less frequently or on a different schedule. Any determination resulting from this application will be at the sole discretion of the Collector and shall be provided in writing.
- C. All tax returns shall be completed on forms prescribed by the Collector.
- D. Tax returns and payments for all outstanding taxes owed to the City under this Chapter are immediately due and payable to the City of Woodlake upon cessation of business for any reason.

3.18.050 Payments and Communications – Timely Remittance.

Whenever any payment, return, report, request or other communication is due under this Chapter, it must be received by the Collector on or before the due date. A carrier postmark will not be accepted as timely remittance. If the due date falls on Saturday, Sunday or a City holiday, the due date shall be the next regular business day on which the City is open to the public.

3.18.060 Payment – When Taxes Deemed Delinquent.

Unless otherwise specifically provided under other provisions of this Chapter, the taxes

required to be paid pursuant to this Chapter shall be deemed delinquent if not received by the City of Woodlake on or before the due date as specified in Section 3.18.040

3.18.070 Notice Not Required by City.

The City of Woodlake is not required to send a delinquency or other notice or bill to any person subject to this Chapter. Failure to send such notice or bill shall not affect the validity of any tax or penalty or interest due under this Chapter.

3.18.080 Waiver of Penalties.

The Collector may waive the penalties imposed upon any person if:

- A. The person provides evidence satisfactory to the Collector that failure to pay timely was due to circumstances beyond the control of the person and occurred notwithstanding the exercise of ordinary care and the absence of willful neglect, and the person paid the delinquent cannabis industry tax and accrued interest owed the City before applying to the Collector for a waiver.
- B. The waiver provisions specified in this subsection shall be granted only once during any twenty-four (24) month period.

3.18.090 Refunds.

Refunds may be paid pursuant to Section 3.20.140 of the Woodlake Municipal Code.

3.18.100 Exemptions from the Tax.

- A. Nothing in this Chapter shall be deemed or construed to apply to any person transacting and carrying on any business that is exempt from the payment of such taxes as are herein prescribed by virtue of the Constitution or applicable statutes of the United States or of the State.
- B. Any person claiming an exemption pursuant to this Section shall file a sworn statement with the Collector stating the facts upon which exemption is claimed. Unless and until the Collector determines in writing that such person is exempt from tax under this Chapter, such person shall be liable for the payment of the tax imposed by this Chapter.

3.18.110 Enforcement.

It shall be the duty of the Collector or designee to enforce each and all of the provisions of this Chapter.

3.18.120 Rules and Regulations.

The Collector may adopt rules and regulations not inconsistent with the provisions of this Chapter as may be necessary or desirable to aid in the implementation and enforcement of the provisions of this Chapter.

3.18.130 Apportionment.

If a cannabis business subject to a cannabis industry tax is operating both within and outside the City, it is the intent of the City to apply the cannabis industry tax so that the

measure of the tax fairly reflects the proportion of the taxed activity actually carried on within the City.

3.18.140 Construction.

- A. This tax is intended to be applied in a manner consistent with the United States and California Constitutions, State and local law. None of the tax provided for by this Chapter shall be applied in a manner that causes an undue burden upon interstate commerce, a violation of the equal protection or due process clauses of the Constitutions of the United States or the State of California or a violation of any other provision of the California Constitution, State or local law.

3.18.150 Audit and Examination of Records and Equipment.

- A. The Collector shall have the power to audit and examine all books and records of any person engaged in cannabis business in the City, including both State and federal income tax returns, California sales tax returns, or other evidence documenting the gross receipts of persons engaged in cannabis business, and, where necessary, all equipment of any person engaged in cannabis business in the City, for the purpose of ascertaining the amount of cannabis industry tax, if any, required to be paid under this Chapter, and for the purpose of verifying any statements or any item thereof when filed by any person pursuant to this Chapter. If such person, after written demand by the Collector, refuses to make available for audit, examination or verification such books, records or equipment as the Collector requests, the Collector may, after full consideration of all information within his or her knowledge concerning the cannabis business and activities of the person so refusing, make an assessment against the cannabis business of the taxes estimated to be due under this Chapter.
- B. It shall be the duty of every person liable for the collection and payment to the City of any tax imposed by this Chapter to keep and preserve, for a period of at least five (5) years, all records as may be necessary to determine the amount of such tax as he or she may have been liable for the collection of and payment to the City, which records the Collector shall have the right to inspect at all reasonable times.

3.18.160 Modification, repeal or amendment.

Pursuant to Section 9217 of the California Elections Code the City Council shall have the right and authority to amend or repeal the ordinance, or amend it in any lawful manner which does not result in an increase in the maximum rate of the tax or broaden the scope of the tax imposed herein, without further voter approval. If the City Council repeals any provision of this chapter, it may subsequently reenact it without voter approval, as long as the reenacted provision does not result in an increase in the maximum rate of the tax or broaden the scope of the tax imposed herein.

3.18.170 Other Licenses, Permits, Taxes, Fees, 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 Woodlake City Code unless otherwise expressly provided.

3.18.180 Successor's and Assignee's Responsibility.

Notwithstanding any other provision within the City's municipal code or any other ordinance of the City, no locally issued business license for any cannabis business can be transferred unless and until an amount equal to the estimated taxes projected by the Collector to be owed under this Chapter at the close of the quarter following the consummation of transfer, is actually deposited in-full with the City. Upon consummation of the transfer, any overpayment may be claimed through a timely and appropriate refund as authorized within this Chapter.

3.18.190 Payment of Tax Does Not Authorize Unlawful Business.

- A. The payment of a tax required by this Chapter, and its acceptance by the City, shall not entitle any person to engage in any cannabis business unless the person has complied with all of the requirements of this Code and all other applicable State or local laws.
- B. No tax paid under this Chapter shall be construed as authorizing the conduct or continuance of any illegal or unlawful business, or any business in violation of any State or local laws.

3.18.200 Deficiency Determinations.

If the Collector is not satisfied that any tax return or other statement filed as required under this Chapter is correct, or that the amount of tax is correctly computed, he or she may compute and determine the amount to be paid and make a deficiency determination upon the facts contained in the tax return or statement or any information in his or her possession or that may come into his or her possession within three (3) years of the date the tax was originally due and payable, or such later date as allowable by law. One or more deficiency determinations of the amount of tax due for a period or periods may be made. When a person discontinues engaging in a business, a deficiency determination may be made at any time within three (3) years thereafter, or such later date as allowable by law, as to any liability arising from engaging in such business whether or not a deficiency determination is issued prior to the date the tax would otherwise be due. Whenever a deficiency determination is made, a notice shall be given to the person concerned in the same manner as notices of assessment are given under Section 3.20.100.

3.18.210 Failure to Report – Nonpayment.

- A. Under any of the following circumstances and at any time, the Collector may make and give notice of an assessment of the amount of tax owed by a person under this Chapter:

1. If the person has not filed a complete return or statement required under this Chapter;
 2. If the person has not timely paid any tax, fee, interest and/or penalties due under of this Chapter; or
 3. If the person has not, after demand by the Collector, filed a corrected return or statement, or furnished to the Collector adequate substantiation of the information contained in a return or statement filed previously.
- B. The notice of assessment shall separately set forth the amount of any tax, fee, interest and/or penalties known by the Collector to be due or estimated by the Collector, after consideration of all information within the Collector's knowledge concerning the business and activities of the person assessed, to be due under each applicable section of this Chapter.

3.18.220 Tax Assessment – Notice Requirements.

The notice of assessment shall be served upon the person liable for the tax under this Chapter either by personal delivery, or by a deposit of the notice in the United States mail, postage prepaid thereon, addressed to the person at the address of the location of the business or to such other address as he or she shall register with the Collector for the purpose of receiving notices provided under this Chapter; or, should the person have no address registered with the Collector for such purpose, then to such person's last known address. For the purposes of this section, a service by mail is complete at the time of deposit in the United States mail.

3.18.230 Appeal Procedure.

Any taxpayer aggrieved by any decision of the Collector with respect to the amount of tax, fee, interest and penalties, if any, due under this Chapter may appeal to the City Manager by filing a written appeal with the Clerk of the Woodlake City Council within fifteen (15) calendar days of the mailing of the decision or determination. The Clerk shall schedule the appeal and give fifteen (15) business days' written notice to the appellant of the time and place of hearing by serving the notice personally or by depositing in the United States Post Office in the City, postage prepaid, addressed as shown on the appeal papers or, if none, such other address as is known to the City or, absent any address, by publication in a newspaper of general circulation in the City. The City Manager or designee shall have authority to determine all questions raised on such appeal. No such determination shall conflict with any substantive provision of this Chapter.

3.18.240 Conviction for Chapter Violation – Taxes not Waived.

The conviction and punishment of any person for failure to pay a required tax, fee, penalty and/or interest under this Chapter shall not excuse or exempt such person from any civil action for the amounts due under this Chapter. No civil action shall prevent a criminal prosecution for any violation of the provisions of this Chapter or of any State law requiring the payment of all taxes.

3.18.250 Violation Deemed Misdemeanor.

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 5.04.420 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.

3.18.260 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.

3.18.270 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.

3.18.280 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.

3.18.290 Amendment or Repeal.

This Chapter may be repealed or amended by ordinance of the Woodlake City Council without a vote of the People except that, as required by Article XIII C of the California Constitution, any amendment that increases the maximum rates of tax beyond the levels authorized in 3.18.030 above shall not take effect unless approved by a vote of the People. The City Council may, by resolution, implement a tax under this Chapter in any amount or at any rate that does not exceed the maximum rates set forth in Section 3.18.030.”

3.18.300 Penalties.

Any entity that fails to pay the taxes or fees required by this chapter within fifteen (15) days after the due date shall pay in addition to the taxes 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 tax remains unpaid – up to a maximum of one hundred percent (100%) of the tax payable on the due date. Receipt of the tax payment by the City shall govern the determination of whether the tax 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 15060(c)(2), 15061(b)(3) and 15378(b)(2) and (4). 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 Woodlake, 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.

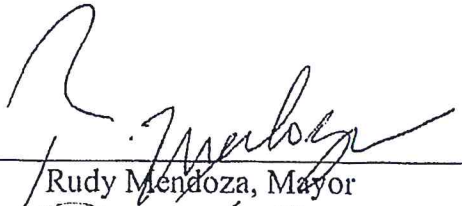
Section 6. SEVERABILITY. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability 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 Woodlake 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 of 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 Woodlake Municipal Code as amended by this ordinance, if any, are substantially the same as provisions in the Woodlake 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.

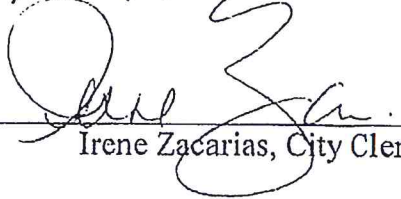
Section 8. EFFECTIVE DATE. Pursuant to Elections Code § 9217, this ordinance shall be deemed adopted on the date when the final vote is declared by the City Council and this ordinance shall go into effect ten (10) days after that date, contingent upon approval by a majority of the voters voting on the measure in the November 7, 2017 election. However, pursuant to Revenue and Taxation Code § 7265, the authority to levy the general sales tax in the foregoing ordinance shall take effect first day of the first calendar quarter commencing more than one hundred ten (110) days after the adoption of this ordinance.

THE FOREGOING ORDINANCE was approved by the City Council of the City of Woodlake, State of California, on July 24, 2017 at a regular meeting of said Council duly and regularly convened on said day by the following vote:

AYES: Mendoza, Ortiz, Lopez, Martinez & G. Gonzalez Jr.
NOES:
ABSTAIN:
ABSENT:



Rudy Mendoza, Mayor

ATTEST: 

Irene Zacarias, City Clerk



CITIES
ELECTION TIMETABLE
November 3, 2020

DUE Date	Days to Election	Action	Election Codes
1-Jul-2020	125	<u>NO LATER THAN THIS DATE</u>, the City must deliver to the County Elections Official the following documents: 1) Notice to the Registrar of Voters confirming offices and incumbents. 2) Resolution requesting and consenting to consolidation and setting forth the specifications of the election order. 3) Resolution requesting the Board of Supervisors allow the Registrar of Voters to render services. The Elections Office will mail Notice of Election to the appropriate newspaper for publication once between July 9th and July 13th. City Clerk shall also receive a copy for posting. A general news release will also be sent by the Elections Office to the newspaper setting forth the city offices to be filled.	EC 10400 EC 10002 EC 12101
6-Jul-2020	120	Requested LAST day for the city to deliver a finalized copy for all special measures, if any, to the Elections Office. This date will allow for publication of notice of election and date fixed for submitting arguments; receiving of arguments and rebuttal arguments (if provisions for rebuttals were adopted); required public examination period; translations and set up for printer. [NOTE: By law the city has until the 88th day which is August 10th to request consolidation; however, this leaves insufficient time for adequate notice, argument filing period, and public examination period before ballot layouts must be delivered to the printer]. The Elections Office will prepare notice of election and notice of date fixed to submit arguments and submit to the newspaper for publication once between July 9th and July 16th. [If no newspaper of general circulation is published in the city then the City Clerk shall post copies in at least three public places in the city].	EC 10401, EC 10402 and EC 10403 EC 12101 and EC 12111
13-Jul-2020	113	FIRST day for candidates to pick up and file a Declaration of Candidacy and other nomination papers in the County Elections Office.	EC 10220
7-Aug-2020	88	LAST day for candidates to file a Declaration of Candidacy. LAST day to withdraw a Declaration of Candidacy.	EC 10224
7-Aug-2020	88	LAST day for the city attorney to prepare and submit an Impartial Analysis for a city measure.	EC 9280
7-Aug-2020	88	LAST day to file primary arguments, if the city placed a measure on the ballot & notified the elections office by August 10th.	EC 9281; EC 9282; and EC 9286

CITIES
ELECTION TIMETABLE
November 3, 2020

DUE Date	Days to Election	Action	Election Codes
		[If more than one "argument for" or more than one "argument against" the measure is received, the city election official shall select one of the "arguments for" and one of the "arguments against" for printer.] NOTE: When the council adopts the resolution requesting the county elections official to render services the city may request that the county select the argument(s).	EC 9287 and EC 10002
12-Aug-2020	83	LAST day of extended nomination period. NOTE: If any incumbent officer who is up for election does not file by 5:00 p.m., August 10th, then any person (other than the incumbent) has until 5:00 p.m. on this date to file a Declaration of Candidacy. If this provision is in effect then candidates also have until 5:00 p.m. today to withdraw.	EC 10225
13-Aug-2020	82	If by 5:00 p.m. on August 15th there was: 1) Only one nominee 2) No nominee, or 3) An insufficient number of nominees for the offices to be filled. Refer to Elections Code Section 10229 for appointment procedures. Deadline to act is August 23th (75 days prior) or election shall be held.	
17-Aug-2020	78	LAST day for rebuttal arguments if the city placed a measure on the ballot & notified the elections office by August 10th. Rebuttals are <u>only</u> allowed if the	EC 9167 and EC 9285
20-Aug-2020	75	Deadline for appointment in-lieu of election. If the City Clerk has submitted a written request for copies of the Nomination Papers, they will be mailed by this date.	EC 10229
24-Sep-2020	40	Approximately this date the Elections Office will begin mailing out Sample Ballots, completing all mailings by October 16th (21 days).	EC 13303

CITIES
ELECTION TIMETABLE
November 3, 2020

DUE Date	Days to Election	Action	Election Codes
5-Oct-2020	29	FIRST day for Vote by Mail Ballots... 1) A registered voter may apply for a Vote By Mail (VBM) Ballot as follows: • By mail or fax • By telephone (new as of 1/1/2014) Vote by Mail requests must include residence address, mailing address, if any, and each voter's signature. An application will be included on the back of each Sample Ballot booklet. 2) Groups or candidates distributing Vote by Mail applications must use a state mandated form. The form and instructions can be obtained from the Elections Office located at 5951 S. Mooney Blvd., Visalia, CA	
19-Oct-2020	15	Last day for voters to register to vote in the election. (If a voter's registration is received after October 22nd they will receive a polling place notice but no sample ballot booklet.)	EC 2102
27-Oct-2020	7	LAST day for Elections Division to receive Vote By Mail ballot applications through the mail. (Application must be received, <u>postmark</u> is not sufficient).	EC 3001
28-Oct-2020	6	Late condition Vote by Mail Ballots are available until Election Day in the Elections Office. For further information, call (559) 624-7300	
3-Nov-2020		*** ELECTION DAY ***	
5-Nov-2020	+2	County will commence a manual recount of 1% of the precincts. By this date, the County will also commence the canvass of the returns.	EC 15360; EC 10547 & EC 15301
3-Dec-2020	+30	By this date the Elections Office will prepare and deliver a certified statement of results of the election to the City Clerk. The Elections Division will also prepare a Certificate of Election for each candidate.	EC 10550; EC 10551; EC 15372 EC 10265 and EC 15401
11-Jan-2021	+69	The Elections Office will bill the City for its share of the election costs.	EC 10002



CITY COUNCIL AGENDA – JUNE 16, 2020

SUBJECT: Consideration of a Resolution of Intent to Commence Proceedings in the Issuance and Sale of Revenue Bonds or Other Securities for Sewer, Storm Drain, Wastewater and Water System Capital Improvement Projects

SOURCE: City Manager's Office

COMMENT: Due to a variety of economic factors, including the current COVID-19 pandemic, bond yields are at near-records lows and will likely remain so through the rest of the calendar year, creating a very favorable environment to issue debt for capital improvement projects. The City has recently completed its feasibility study regarding the development of tertiary treatment recycled water facilities, including the development of a facility in partnership with the Tule River Tribe as a component of the Eagle Mountain Casino relocation project, as well as necessary upgrades to existing wastewater treatment facilities. In addition, there are significant street reconstruction projects that have been awarded (e.g. Henderson Avenue) and are currently under design that include significant water main improvements, including as well the installation of recycled water lines in preparation for tertiary treatment in accordance with the feasibility study.

Further, in preparation and conformance with the Sustainable Groundwater Management Act (SGMA), the City has and will acquire property to serve as storm drain and groundwater recharge basins (including a new storm drain recharge basin in partnership with the Tule River Tribe), which will necessitate improvements.

As both appropriated and proposed projects progress, the eligibility for bond funding can be secured for reimbursement of costs up to the previous sixty (60) days with the approval of a Resolution of intent, which is non-binding to the City to proceed with financing, but essentially allowing expenses to be reimbursable should the City proceed with financing later this year.

The draft Resolution prepared for Council's consideration indicates bond financing stipulated at \$50 million, however, the financing amount can be less than but not greater than the stipulated amount.

RECOMMENDATION: That the City Council consider the draft Resolution to authorize the intent of commencement of proceedings in the issuance and sale of revenue bonds or other securities of up to \$50,000,000 for sewer, storm drain, wastewater and water system improvements,

including:

1. Retaining Wulff Hansen & Company as municipal advisor;
2. Retaining Brandis Tallman LLC as placement agent/underwriter;
3. Retaining Quint & Thimming LLP as bond and disclosure counsel; and
4. Authorizing the Mayor, City Manager, City Clerk, and Finance Director to execute all necessary documents.

ATTACHMENTS:

1. Draft Resolution

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE, AUTHORIZING THE COMMENCEMENT OF PROCEEDINGS IN CONNECTION WITH THE ISSUANCE AND SALE OF REVENUE BONDS OR OTHER SECURITIES TO FINANCE SEWER, STORM DRAIN, WASTEWATER AND WATER SYSTEM IMPROVEMENTS, RETAINING A MUNICIPAL ADVISOR, A PLACEMENT AGENT/UNDERWRITER, BOND COUNSEL AND DISCLOSURE COUNSEL, EXPRESSING OFFICIAL INTENT REGARDING CAPITAL EXPENDITURES TO BE REIMBURSED WITH PROCEEDS OF SUCH SECURITIES AND DIRECTING CERTAIN ACTIONS WITH RESPECT THERETO

RESOLVED, by the City Council (the "Council") of the City of Porterville (the "City"), as follows:

WHEREAS, the City has determined that it is prudent at this time to issue and sell revenue bonds or other securities (the "Securities") to finance improvements to the City's municipal sewer, storm drain, wastewater and water enterprises described in Exhibit A hereto (the "Project");

WHEREAS, it is appropriate that the Council formally authorize the preparation of the necessary documents in connection with the issuance and sale of the Securities and to retain a municipal advisor, a placement agent/underwriter, bond counsel and disclosure counsel to assist the City;

WHEREAS, capital expenditures relating to the Project (the "Expenditures") have been paid not more than sixty (60) days prior to the adoption of this Resolution or will be paid on or after the adoption of this Resolution; and

WHEREAS, the City reasonably expects to reimburse itself for the Expenditures with the proceeds of the Securities;

NOW, THEREFORE, it is hereby DECLARED and ORDERED, as follows:

Section 1. The Council authorizes the Mayor, the City Manager, the Finance Director (the "Authorized Officers") and other appropriate officers and officials of the City to proceed with the preparation of the necessary documents in connection with the issuance and sale of the Securities, subject to the final approval by the Council at a subsequent meeting.

Section 2. Wulff Hansen & Co. is hereby retained as municipal advisor to the City in connection with the issuance and sale of the Securities, the compensation for such services to be negotiated and approved by the Council.

Section 3. Brandis Tallman LLC is hereby retained as placement agent to the City in connection with the issuance and sale of the Securities, the compensation for such services to be negotiated and approved by the Council. If it is determined that a public offering of the Securities is in the best interest of the City, Brandis Tallman LLC, as underwriter, will purchase the Securities for re-sale to the public.

Section 4. Quint & Thimmig LLP is hereby retained as bond counsel and, if it is determined that a public offering of the Securities is in the best interest of the City, as disclosure counsel, in connection with the issuance and sale of the Securities, the compensation for such services to be negotiated and approved by the Council.

Section 5. The City reasonably expects to reimburse all or a portion of the Expenditures with the proceeds of the Securities.

Section 6. The maximum principal amount of the Securities is \$50,000,000.

Section 7. This Resolution is a declaration of official intent to reimburse expenditures pursuant to Treasury Regulations Section 1.150-2.

Section 8. The Authorized Officers and other appropriate officers and officials of the City are hereby authorized and directed to take such action and to execute such documents as may be necessary or desirable to effectuate the intent of this Resolution.

Section 9. This Resolution shall be in full force and effect immediately upon its adoption.

PASSED, APPROVED, AND ADOPTED this 16th day of June, 2020.

Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk

EXHIBIT A

DESCRIPTION OF PROJECT

Capital improvements including construction of a tertiary treatment facility, and other Sewer, Storm Drain, Wastewater and Water system improvement projects.



CITY COUNCIL AGENDA – JUNE 16, 2020

SUBJECT: Consideration of Appointing Council Member Gurrola to Alternative Member on the Tulare County Economic Development Corporation

SOURCE: City Manager's Office

COMMENT: At its meeting of June 2, 2020, the City Council acted to direct staff to bring forward an item to consider the appointment of Council Member Virginia Gurrola to represent the City as the Alternate Member on the Tulare County Economic Development Corporation ("TCEDC"). This direction was at the request of Council Member Gurrola, who voiced interest in serving.

Currently, Council Member Daniel Peñaloza serves as the Member, and City Manager John Lollis serves as the Alternate Member. The TCEDC meets in Exeter at 7:30 a.m. on the fourth Wednesday of each month.

RECOMMENDATION: That the City Council consider the appointment of Council Member Virginia Gurrola to represent the City of Porterville as Alternate Member on the Tulare County Economic Development Corporation.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:

John Lollis, City Manager

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – JUNE 16, 2020

SUBJECT: Status and Review of Proclamation of Local Emergency: COVID-19

SOURCE: City Manager's Office

COMMENT: At its meeting of March 17, 2020, the City Council took action to approve a Resolution of Proclamation of Existence of a Local Emergency for the novel coronavirus (COVID-19), which staff also initiated a soft-opening of its Emergency Operations Center (EOC) on Friday, March 20, 2020. At its last meeting on June 2, 2020, the Council reviewed the status of existence of local emergency, and acted to continue its Resolution of Proclamation.

On March 4, 2020, Governor Newsom issued a Proclamation of a State of Emergency, President Trump issued a Proclamation on Declaring a National Emergency on March 13, 2020, and the Tulare County Board of Supervisors adopted a Resolution of Proclamations of Local Emergencies on March 17, 2020. The Tule River Tribal Council also adopted a Resolution of Declaration of State of Emergency on March 13, 2020. Subsequent to his Proclamation, Governor Newsom has issued forty-two (42) Executive Orders in support of the State addressing and mitigating COVID-19 impacts, several of which are pertinent to the City.

Governor Newsom's Executive Order N-25-20, issued on March 12, 2020, provided restrictions on mass gatherings of no more than 250, as well as provided accommodations to the Brown Act to encourage remote participation and social distancing. At its meeting of March 17, 2020, the Council gave direction of local gatherings not to exceed twenty-five (25), which staff responded to complaints and incidents accordingly. Both President Trump and the Centers for Disease Control (CDC) had recommended mass gatherings not exceed ten (10), which with Easter approaching on Sunday, April 12, 2020, the Council acted at its meeting on April 7, 2020, to limit local gatherings to no more than ten (10) individuals, allowing also for 6' social distancing. In addition, the County and most cities across the county either closed or instituted soft-closings of its parks, including the closing of arbors, playgrounds and restrooms. At its meeting of April 7, 2020, the Council acted to soft-close City parks, including arbors, playgrounds, skatepark and sports courts (keeping restrooms open for hygiene purposes) and that gatherings of any size not occur. Consistent with the State and County's modified Orders regarding outdoor recreation and operating restrictions, at its meeting of May 5, 2020, the Council acted to reopen the City's golf course (including requiring participants to wear face coverings), OHV Park and tennis courts. On June 5, 2020, the State announced guidelines for the opening of outdoor recreation, including public

swimming pools and aquatic venues, beginning June 12, 2020. Subject to Council approval and consistent with the State's guidelines, City staff is preparing for the opening of the Murry Park swimming pool and Fallen Heroes Park splash pad this month given necessary precautions and preparations. With continued limitations on team-oriented recreation activities, staff is preparing new individual outdoor recreation opportunities for the community. On June 5, 2020, the State also provided guidance on the opening of day camps beginning June 12, 2020, which staff is also preparing for opening subject to Council approval.

Having already suffered the cancellation of the Iris Festival, Cinco de Mayo Parade, Porterville Fair, Military Banner Ceremony, and KJUG Summer Concert Series among other community events to avoid mass gatherings, it is becoming apparent that the shelter-at-home Order will have continued affects on the upcoming Freedom Fest (July 4th weekend), and potentially as far-reaching as Pioneer Days (October), Veterans Day Parade, Christmas Tree-Lighting Ceremony (Thanksgiving weekend) and the Children's Christmas Parade (December).

Governor Newsom's Executive Order N-28-20, issued on March 16, 2020, strongly advised that both private and public utilities not shutoff utilities or charge late fees for lack of payment until May 31, 2020, and directed the California Public Utilities Commission to review both private and public utilities for conformance. At its meeting on March 17, 2020, the Council acted to suspend the shutoff of utilities and the charging of late fees for lack of payment until at least its meeting of April 21, 2020 for review. Governor Newsom issued Executive Order N-42-20 on April 2, 2020, which mandated that private and public water utilities not shutoff service due to non-payment, retroactive to March 4, 2020 - the Order did not reference the charging of late fees. Given the suspension of shutoff and charging of late fees, the City initially experienced a dramatic increase in accounts not making payment since the Council's action, which staff reinforced the message to customers that regular payments must still be made and has led to now generally usual payment. In the City's first billing cycle given the Council's action on March 17, 2020, approximately \$30,000 in utility accounts were paid later than usual experience, with the corresponding total loss in late fees of \$18,000. At its meeting on April 21, 2020, the Council acted to continue the moratorium of utility turnoff for non-payment consistent with the Executive Order, and to continue to not charge late fees until further action by the Council.

Governor Newsom's Executive Order N-32-20, issued on March 18, 2020, appropriated \$150 million in emergency homeless funding, of which \$284,403 was allocated to Tulare County between \$147,734 to the Continuum of Care (CoC) and \$136,669 to the County. The CoC initially indicated its appropriation to the City of approximately \$40,000 based upon recent homeless population counts, which City staff recommended be the funding source for the daily homeless lunch program the City initiated on March 27, 2020, with the closure of the local non-profit (Helping Hands of Porterville Inc.) due to pandemic concerns earlier that same week. Staff estimated that the \$40,000

would allow the daily lunch program to continue through the month of April 2020. Subsequently, the CoC indicated it was attempting to match its funding allocation with the County's as the required 25% match to larger federal FEMA funding of approximately \$1.2 million. The County has indicated its allocation will be utilized in assisting with providing shelter for homeless individuals that are identified high-risk or in need of quarantine due to COVID-19, which the County is working with two local hotels in the leasing of approximately thirty (30) rooms. The City's contract operator of the planned navigation center, TurningPoint of Central California, has been issued building permits and is currently making necessary improvements for anticipated opening the beginning of July. Turning Point had previously indicated that due to the current pandemic, occupancy of the navigation center when opened would be at half-capacity to allow adequate physical distancing given group housing, but now believes the center can open with full capacity and meet State guidelines for healthy and safe operations.

Governor Newsom's Executive Order N-33-20, issued on March 19, 2020, ordered that state residents shelter-at-home, and that only identified essential businesses remain open and associated workforce. Much confusion reverberated throughout the state in clarifying essential businesses, which staff both responded to complaints and acted proactively in following the State's guidelines of essential businesses (attached). To assist in this ever-changing subject, at its meeting on April 21, 2020, the Council acted to appoint Vice Mayor Reyes and Council Member Gurrola to form an Ad Hoc Committee to coordinate with the City Attorney and City Manager in the application of the State and County guidelines in regard to essential and non-essential businesses. The Committee has met intermittently in review of local complaints and compliance with modified State and County Orders.

On Tuesday, April 28, 2020, Governor Newsom announced his 4 Stage plan for reopening the California economy and gradual modification of his stay-at-home Order, which his presentation is enclosed. The Governor indicated that moving from current Stage 1 to State 2 would likely occur in several weeks and allow non-essential "low-risk" retail to reopen with requisite 6' social distancing. The Governor indicated "high-risk" personal services would likely be allowed later this Summer. On May 4, 2020, Governor Newsom issued Executive Order N-60-20, allowing the reopening of lower-risk businesses and spaces in Stage 2 beginning May 8, 2020, including manufacturing, retailers (pick-up and delivery) and warehouses. The Order also allowed Counties to proceed more quickly through Stage 2 (Variation Attestation) given certain State-determined public health metrics were met, including: 1) sustained reduction or stability in new cases for fourteen (14) days; 2) adequate diagnostic testing capacity and test results, including the ability to test all individuals with COVID-19 symptoms, same-day testing widely available for hospitalized patients, healthcare workers and workers in essential roles, close contacts for confirmed cases, and outpatients with symptoms; 3) public health department's capacity to rapidly interview new cases, identify close contacts, and ensure isolation and quarantine are effective; and 4) health care system capacity to respond to

potential surges.

At its meeting on May 12, 2020, the Tulare County Board of Supervisors considered its draft plan for compliance with the Executive Order (attached). Of note, the Tulare County Public Health Officer issued a health advisory on May 7, 2020, that county residents should wear face coverings when in public (attached). At its meeting on May 19, 2020, the Board of Supervisors acted to modify its draft plan for reopening, including advancing immediately through the State's Stage 3, rescinding the County's Public Health Officer's Order, halting all local civil enforcement of stay-at-home Orders, directing County guidance for Stage 3 businesses, and direct County efforts from meeting State metrics to supporting problem areas and populations including the elderly and health compromised individuals, skilled nursing facilities, hospitals, and businesses or agencies with reported outbreaks. On May 26, 2020, the County submitted its Variance Attestation to the State, which was approved and posted by the State on May 27, 2020, allowing the county to proceed through the State's Stage 2.

On May 25, 2020, the State announced that places of worship (25% capacity) and in-store retail were allowed to proceed immediately statewide, and on May 26, 2020, the Governor announced that barber and hair salons could reopen immediately in counties with approved Variance Attestations, which as previously stated Tulare County's was approved by the State on May 27th. On June 5, 2020, the State announced that additional previous Stage 3 activities would be allowed to reopen with provided guidance effective June 12, 2020, including bars and wineries, campgrounds and RV parks, family entertainment centers (i.e. bowling alleys and movie theaters), fitness facilities, and museums/galleries/zoos/aquariums.

Most of the City's workforce has been deemed essential under the State's guidelines, which the City has directed its limited non-essential workers to remain at home and available for assignment if necessary, and has implemented a rotation of its essential workforce as much as possible to reduce employees public exposure. Employees required to be at work during the shelter-at-home Order are accrued special leave for later utilization and/or payment, as well as employees that are working from home. Given the State's reopening guidelines, all City employees returned to work effective June 1, 2020, and the special leave program was discontinued effective May 31, 2020. Compounding the challenge for the City's workforce was the temporary closure of local non-profit contractor Promoting Self Worth (PSW) due to its workforce being considered highly vulnerable to COVID-19, thus necessitating City staff to address the contracted essential services of graffiti removal and the care for a significant number of Landscape and Lighting Maintenance Districts (LMD). PSW returned to performing its contracted services with the City beginning the week of May 11, 2020.

Governor Newsom's Executive Order N-37-20, issued on March 27, 2020, established a moratorium on eviction of tenants in good standing as of the date of the Order through May 31, 2020, which had been an issue of discussion by

the Council at its meeting on March 17, 2020. On May 29, 2020, Governor Newsom issued Executive Order N-66-20, extending the eviction moratorium through July 28, 2020.

Governor Newsom's Executive Order N-39-20, issued on March 30, 2020, provided broad waivers of certifications and licensing for healthcare providers and locations to expand the provision of medical care in meeting an expected patient surge. During his press conference announcing the Order, Governor Newsom mentioned that Porterville would play a role in meeting the expected patient surge, which staff has learned will involve the reactivation of a portion of the General Treatment Area of the Porterville Developmental Center (PDC), including caring for up to potentially 350 COVID-19 patients in four (4) categories: 1) patients too sick to recover at home, but do not need hospitalization; 2) patients who have been hospitalized and who are recovering and require less care; 3) skilled nursing facility patients who don't require acute care; and 4) developmentally-disabled group home patients. Preliminary construction improvements have been completed to prepare the facility's infrastructure, with no timeline yet provided for necessary medical improvements expected to begin. The City has repeatedly asked the State to keep it involved in its planning efforts, including any actions by Council that would be supportive of its operation. On May 8, 2020, the City received notice from the County that the State intended to immediately relocate approximately forty (40) foster youth from across the state with COVID-19 to PDC, however, on May 9, 2020, the County notified the City that the State had changed its plans and would not be relocating the youth to PDC, likely to ensure regional patient surge capacity.

As part of the Governor's commitment to broader testing in rural and underserved areas of the state, the State established a contracted large-scale testing facility at the Veterans Memorial Building, beginning operations on Tuesday, May 5, 2020. Up to 130 tests are expected to be performed each day (Monday - Friday) for the next several months, which testing will be available to everyone by appointment. Given initial low utilization, City staff initiated a local messaging campaign for local residents to be tested, which precipitated improved community response.

On March 27, 2020, President Trump signed the Coronavirus Aid, Relief, and Economic Security (CARES) Act, a \$2 trillion economic recovery stimulus package. The financial recovery package includes: 1) \$604 billion for individuals/families, including \$300 billion in cash payments, \$260 billion in unemployment payments and \$44 billion in student loan assistance; 2) \$500 billion for large corporations; 3) \$377 billion for small business; 4) \$340 billion for state and local governments; 5) and \$180 billion for public services, including \$100 billion for hospitals. Within the state and local government provisions, a local government's (county or city) population must exceed 500,000 to receive direct federal recovery, which local governments with population less than 500,000 would only receive federal recovery through a state if the state was agreeable to local government distributions. On April 24, 2020, President Trump signed the Paycheck Protection Program and Healthcare

Enhancement Act (H.R. 266), which provided approximately \$400 billion in additional business assistance (\$321 billion) and medical support and testing (\$75 billion). Staff is focusing its efforts now in engaging with local businesses and financial institutions to ensure the emergency resources are made available to promote local economic stability upon the completion of the current state of emergency. At its meeting on May 5, 2020, the Council acted to amend its federal Community Development Block Grant (CDBG) 5-Year Action Plan and program the \$490,000 CDBG-CV business assistance funds received, and took additional action at its meeting on June 2, 2020, which staff is awaiting final approval from the Housing and Urban Development (HUD) Department to begin providing local small business assistance.

From a City financial perspective, there is little doubt that the pandemic is having significant negative impact on local sales tax and transient occupancy tax, which will be further compounded by a likely reassessment of property tax values. Fortunately, the conservative stewardship of the City has allowed it to have General Fund reserves for Catastrophic Emergencies (\$2.8 million) and Budget Stabilization (\$4.3 million), which in addition to the recent passage of Measure I, allows the City to purposefully address the current crisis and plan for budgetary accommodations that the City's essential services to the community can continue without current modification. The League of California Cities has estimated cities in California will collectively lose \$7 billion in revenue through the 2020-2021 fiscal year, and the State has forecasted that it will lose \$54 billion, exhausting its reserves and requiring significant State program reductions.

RECOMMENDATION: That the City Council:

1. Receive the report of status and review of the Proclamation of Local Emergency;
2. Determine the need exists to continue said Declaration; and
3. Take action and/or provide direction as deemed necessary.

ATTACHMENTS:

1. Resolution 22-2020: Proclamation of Local Emergency
2. Governor Newsom Proclamation of a State of Emergency
3. President Trump Proclamation on Declaring a National Emergency
4. Tulare County Proclamations of Local Emergency
5. Tule River Tribe Declaration of State of Emergency
6. Governor Newsom Executive Order N-25-20 - Mass Gatherings
7. Governor Newsom Executive Order N-28-20 - Utilities
8. Governor Newsom Executive Order N-32-20 - Homeless Funding
9. Governor Newsom Executive Order N-33-20 - Stay at Home
10. Governor Newsom Executive Order N-33-20 - Essential Critical Infrastructure Workers Guidelines (Updated)
11. Governor Newsom Executive Order N-37-20 - Evictions

Moratorium

12. Governor Newsom Executive Order N-39-20 - Expand Healthcare Workforce
13. Governor Newsom Executive Order N-42-20 - Utilities
14. Governor Newsom Update on California Pandemic Roadmap
15. Governor Newsom Executive Order N-60-20 - State Stage 2 Reopening and County Plan Guidelines
16. Tulare County Public Health Amended Order: April 8, 2020
17. Tulare County Public Health Amended Order: May 5, 2020
18. Tulare County Public Health Advisory - Face Coverings: May 7, 2020
19. Tulare County Public Health Amended Order: May 8, 2020
20. Tulare County Public Health Draft Reopening Plan: May 12, 2020
21. Tulare County Public Health Amended Order: May 18, 2020
22. Tulare County Roadmap to Recovery - Stage 3: May 19, 2020

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

RESOLUTION NO. 22-2020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE TO PROCLAIM THE EXISTENCE OF A LOCAL EMERGENCY

RESOLVED, by the City Council (the “Council”) of the City of Porterville (the “City”),
as follows:

WHEREAS, the novel coronavirus (COVID-19) is a respiratory disease which the Centers for Disease Control and Prevention (CDC) considers to be a very serious public health threat with outcomes ranging from mild to severe sickness and death; and

WHEREAS, COVID-19 is easily transmissible from person to person and has spread globally to over 118 countries, infected more than 125,000, and killed more than 4,000 as of March 11, 2020 per the World Health Organization (WHO); and

WHEREAS, on January 31, 2020, the United States Department of Public Health and Human Services declared a public emergency for COVID-19 beginning on January 27, 2020; and

WHEREAS, on March 4, 2020, Governor Gavin Newsom declared a state of emergency in the State of California due to the number of confirmed cases of COVID-19 in the State; and

WHEREAS, on March 11, 2020, WHO made the assessment that COVID-19 can be characterized as a pandemic; and

WHEREAS, on March 12, 2020, Tulare County declared an emergency due to the confirmed case of COVID-19 at Sierra View Medical Center in the city of Porterville, thus enabling Tulare County to take extraordinary measures; and

WHEREAS, on March 13, 2020, Governor Newsom announced that California public health officials have determined that gatherings of more than 250 people should be postponed or canceled across the State at least until the end of March; and

WHEREAS, COVID-19 therefore and will continue to cause conditions of peril to the health, safety, and welfare of persons and property in the City of Porterville; and

WHEREAS, preparing for, responding to, mitigating, and recovering from the spread of COVID-19 requires the City to divert resources from normal day-to-day operations, and has and will continue to impose extraordinary requirements on and expenses to the City; and

WHEREAS, the City Council hereby finds that the above described conditions related to the COVID-19 outbreak does warrant and necessitate the proclamation of the existence of a local emergency in the city of Porterville.

NOW, THEREFORE, it is hereby **DECLARED** and **ORDERED**, as follows:

1. The proclamation of existence of a local emergency exists throughout the City of Porterville.
2. The local emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council of the City of Porterville.
3. As required by law, the City Council shall review the need to continue the state of emergency every thirty (30) days until this Resolution is terminated.

PASSED, APPROVED, AND ADOPTED this 17th day of March, 2020.



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 17th day of March, 2020.

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

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

JOHN D. LOLLIS, City Clerk


By: Fernando Gabriel-Moraga, Deputy City Clerk

**EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA**

PROCLAMATION OF A STATE OF EMERGENCY

WHEREAS in December 2019, an outbreak of respiratory illness due to a novel coronavirus (a disease now known as COVID-19), was first identified in Wuhan City, Hubei Province, China, and has spread outside of China, impacting more than 75 countries, including the United States; and

WHEREAS the State of California has been working in close collaboration with the national Centers for Disease Control and Prevention (CDC), with the United States Health and Human Services Agency, and with local health departments since December 2019 to monitor and plan for the potential spread of COVID-19 to the United States; and

WHEREAS on January 23, 2020, the CDC activated its Emergency Response System to provide ongoing support for the response to COVID-19 across the country; and

WHEREAS on January 24, 2020, the California Department of Public Health activated its Medical and Health Coordination Center and on March 2, 2020, the Office of Emergency Services activated the State Operations Center to support and guide state and local actions to preserve public health; and

WHEREAS the California Department of Public Health has been in regular communication with hospitals, clinics and other health providers and has provided guidance to health facilities and providers regarding COVID-19; and

WHEREAS as of March 4, 2020, across the globe, there are more than 94,000 confirmed cases of COVID-19, tragically resulting in more than 3,000 deaths worldwide; and

WHEREAS as of March 4, 2020, there are 129 confirmed cases of COVID-19 in the United States, including 53 in California, and more than 9,400 Californians across 49 counties are in home monitoring based on possible travel-based exposure to the virus, and officials expect the number of cases in California, the United States, and worldwide to increase; and

WHEREAS for more than a decade California has had a robust pandemic influenza plan, supported local governments in the development of local plans, and required that state and local plans be regularly updated and exercised; and

WHEREAS California has a strong federal, state and local public health and health care delivery system that has effectively responded to prior events including the H1N1 influenza virus in 2009, and most recently Ebola; and

WHEREAS experts anticipate that while a high percentage of individuals affected by COVID-19 will experience mild flu-like symptoms, some will have more serious symptoms and require hospitalization, particularly individuals who are elderly or already have underlying chronic health conditions; and

WHEREAS it is imperative to prepare for and respond to suspected or confirmed COVID-19 cases in California, to implement measures to mitigate the spread of COVID-19, and to prepare to respond to an increasing number of individuals requiring medical care and hospitalization; and

WHEREAS if COVID-19 spreads in California at a rate comparable to the rate of spread in other countries, the number of persons requiring medical care may exceed locally available resources, and controlling outbreaks minimizes the risk to the public, maintains the health and safety of the people of California, and limits the spread of infection in our communities and within the healthcare delivery system; and

WHEREAS personal protective equipment (PPE) is not necessary for use by the general population but appropriate PPE is one of the most effective ways to preserve and protect California's healthcare workforce at this critical time and to prevent the spread of COVID-19 broadly; and

WHEREAS state and local health departments must use all available preventative measures to combat the spread of COVID-19, which will require access to services, personnel, equipment, facilities, and other resources, potentially including resources beyond those currently available, to prepare for and respond to any potential cases and the spread of the virus; and

WHEREAS I find that conditions of Government Code section 8558(b), relating to the declaration of a State of Emergency, have been met; and

WHEREAS I find that the conditions caused by COVID-19 are likely to require the combined forces of a mutual aid region or regions to appropriately respond; and

WHEREAS under the provisions of Government Code section 8625(c), I find that local authority is inadequate to cope with the threat posed by COVID-19; and

WHEREAS under the provisions of Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this order would prevent, hinder, or delay appropriate actions to prevent and mitigate the effects of the COVID-19.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes, including the California Emergency Services Act, and in particular, Government Code section 8625, **HEREBY PROCLAIM A STATE OF EMERGENCY** to exist in California.

IT IS HEREBY ORDERED THAT:

1. In preparing for and responding to COVID-19, all agencies of the state government use and employ state personnel, equipment, and facilities or perform any and all activities consistent with the direction of the Office of Emergency Services and the State Emergency Plan, as well as the California Department of Public Health and the Emergency Medical Services Authority. Also, all residents are to heed the advice of emergency officials with regard to this emergency in order to protect their safety.
2. As necessary to assist local governments and for the protection of public health, state agencies shall enter into contracts to arrange for the procurement of materials, goods, and services needed to assist in preparing for, containing, responding to, mitigating the effects of, and recovering from the spread of COVID-19. Applicable provisions of the Government Code and the Public Contract Code, including but not limited to travel, advertising, and competitive bidding requirements, are suspended to the extent necessary to address the effects of COVID-19.
3. Any out-of-state personnel, including, but not limited to, medical personnel, entering California to assist in preparing for, responding to, mitigating the effects of, and recovering from COVID-19 shall be permitted to provide services in the same manner as prescribed in Government Code section 179.5, with respect to licensing and certification. Permission for any such individual rendering service is subject to the approval of the Director of the Emergency Medical Services Authority for medical personnel and the Director of the Office of Emergency Services for non-medical personnel and shall be in effect for a period of time not to exceed the duration of this emergency.
4. The time limitation set forth in Penal Code section 396, subdivision (b), prohibiting price gouging in time of emergency is hereby waived as it relates to emergency supplies and medical supplies. These price gouging protections shall be in effect through September 4, 2020.
5. Any state-owned properties that the Office of Emergency Services determines are suitable for use to assist in preparing for, responding to, mitigating the effects of, or recovering from COVID-19 shall be made available to the Office of Emergency Services for this purpose, notwithstanding any state or local law that would restrict, delay, or otherwise inhibit such use.
6. Any fairgrounds that the Office of Emergency Services determines are suitable to assist in preparing for, responding to, mitigating the effects of, or recovering from COVID-19 shall be made available to the Office of Emergency Services pursuant to the Emergency Services Act, Government Code section 8589. The Office of Emergency Services shall notify the fairgrounds of the intended use and can immediately use the fairgrounds without the fairground board of directors' approval, and

notwithstanding any state or local law that would restrict, delay, or otherwise inhibit such use.

7. The 30-day time period in Health and Safety Code section 101080, within which a local governing authority must renew a local health emergency, is hereby waived for the duration of this statewide emergency. Any such local health emergency will remain in effect until each local governing authority terminates its respective local health emergency.
8. The 60-day time period in Government Code section 8630, within which local government authorities must renew a local emergency, is hereby waived for the duration of this statewide emergency. Any local emergency proclaimed will remain in effect until each local governing authority terminates its respective local emergency.
9. The Office of Emergency Services shall provide assistance to local governments that have demonstrated extraordinary or disproportionate impacts from COVID-19, if appropriate and necessary, under the authority of the California Disaster Assistance Act, Government Code section 8680 et seq., and California Code of Regulations, Title 19, section 2900 et seq.
10. To ensure hospitals and other health facilities are able to adequately treat patients legally isolated as a result of COVID-19, the Director of the California Department of Public Health may waive any of the licensing requirements of Chapter 2 of Division 2 of the Health and Safety Code and accompanying regulations with respect to any hospital or health facility identified in Health and Safety Code section 1250. Any waiver shall include alternative measures that, under the circumstances, will allow the facilities to treat legally isolated patients while protecting public health and safety. Any facilities being granted a waiver shall be established and operated in accordance with the facility's required disaster and mass casualty plan. Any waivers granted pursuant to this paragraph shall be posted on the Department's website.
11. To support consistent practices across California, state departments, in coordination with the Office of Emergency Services, shall provide updated and specific guidance relating to preventing and mitigating COVID-19 to schools, employers, employees, first responders and community care facilities by no later than March 10, 2020.
12. To promptly respond for the protection of public health, state entities are, notwithstanding any other state or local law, authorized to share relevant medical information, limited to the patient's underlying health conditions, age, current condition, date of exposure, and possible contact tracing, as necessary to address the effect of the COVID-19 outbreak with state, local, federal, and nongovernmental partners, with such information to be used for the limited purposes of monitoring, investigation and control, and treatment and coordination of care. The

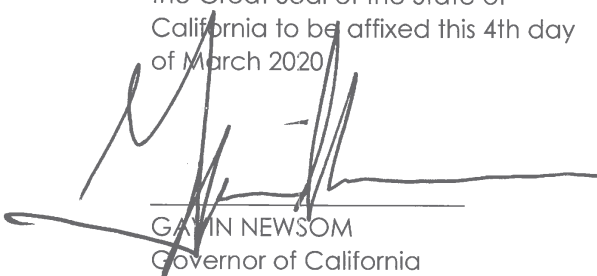
notification requirement of Civil Code section 1798.24, subdivision (i), is suspended.

13. Notwithstanding Health and Safety Code sections 1797.52 and 1797.218, during the course of this emergency, any EMT-P licensees shall have the authority to transport patients to medical facilities other than acute care hospitals when approved by the California EMS Authority. In order to carry out this order, to the extent that the provisions of Health and Safety Code sections 1797.52 and 1797.218 may prohibit EMT-P licensees from transporting patients to facilities other than acute care hospitals, those statutes are hereby suspended until the termination of this State of Emergency.

14. The Department of Social Services may, to the extent the Department deems necessary to respond to the threat of COVID-19, waive any provisions of the Health and Safety Code or Welfare and Institutions Code, and accompanying regulations, interim licensing standards, or other written policies or procedures with respect to the use, licensing, or approval of facilities or homes within the Department's jurisdiction set forth in the California Community Care Facilities Act (Health and Safety Code section 1500 et seq.), the California Child Day Care Facilities Act (Health and Safety Code section 1596.70 et seq.), and the California Residential Care Facilities for the Elderly Act (Health and Safety Code section 1569 et seq.). Any waivers granted pursuant to this paragraph shall be posted on the Department's website.

I FURTHER DIRECT that as soon as hereafter possible, this proclamation be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this proclamation.

IN WITNESS WHEREOF I have
hereunto set my hand and caused
the Great Seal of the State of
California to be affixed this 4th day
of March 2020



GAVIN NEWSOM
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State

**PROCLAMATIONS**

Proclamation on Declaring a National Emergency Concerning the Novel Coronavirus Disease (COVID-19) Outbreak

Issued on: March 13, 2020



In December 2019, a novel (new) coronavirus known as SARS-CoV-2 (“the virus”) was first detected in Wuhan, Hubei Province, People’s Republic of China, causing outbreaks of the coronavirus disease COVID-19 that has now spread globally. The Secretary of Health and Human Services (HHS) declared a public health emergency on January 31, 2020, under section 319 of the Public Health Service Act (42 U.S.C. 247d), in response to COVID-19. I have taken sweeping action to control the spread of the virus in the United States, including by suspending entry of foreign nationals seeking entry who had been physically present within the prior 14 days in certain jurisdictions where COVID-19 outbreaks have occurred, including the People’s Republic of China, the Islamic Republic of Iran, and the Schengen Area of Europe. The Federal Government, along with State and local governments, has taken preventive and proactive measures to slow the spread of the virus and treat those affected, including by instituting Federal quarantines for individuals evacuated from foreign nations, issuing a declaration pursuant to section 319F-3 of the Public Health Service Act (42 U.S.C. 247d-6d), and releasing policies to accelerate the acquisition of personal protective equipment and streamline bringing new diagnostic capabilities to laboratories. On March 11, 2020, the World Health Organization announced that the COVID-19 outbreak can be characterized as a pandemic, as the rates of infection continue to rise in many locations around the world and across the United States.

The spread of COVID-19 within our Nation’s communities threatens to strain our Nation’s healthcare systems. As of March 12, 2020, 1,645 people from 47 States have been infected with the virus that

causes COVID-19. It is incumbent on hospitals and medical facilities throughout the country to assess their preparedness posture and be prepared to surge capacity and capability. Additional measures, however, are needed to successfully contain and combat the virus in the United States.

NOW, THEREFORE, I, DONALD J. TRUMP, President of the United States, by the authority vested in me by the Constitution and the laws of the United States of America, including sections 201 and 301 of the National Emergencies Act (50 U.S.C. 1601 *et seq.*) and consistent with section 1135 of the Social Security Act (SSA), as amended (42 U.S.C. 1320b-5), do hereby find and proclaim that the COVID-19 outbreak in the United States constitutes a national emergency, beginning March 1, 2020. Pursuant to this declaration, I direct as follows:

Section 1. Emergency Authority. The Secretary of HHS may exercise the authority under section 1135 of the SSA to temporarily waive or modify certain requirements of the Medicare, Medicaid, and State Children's Health Insurance programs and of the Health Insurance Portability and Accountability Act Privacy Rule throughout the duration of the public health emergency declared in response to the COVID-19 outbreak.

Sec. 2. Certification and Notice. In exercising this authority, the Secretary of HHS shall provide certification and advance written notice to the Congress as required by section 1135(d) of the SSA (42 U.S.C. 1320b-5(d)).

Sec. 3. General Provisions. (a) Nothing in this proclamation shall be construed to impair or otherwise affect:

(i) the authority granted by law to an executive department or agency, or the head thereof; or

(ii) the functions of the Director of the Office of Management and Budget relating to budgetary, administrative, or legislative proposals.

(b) This proclamation shall be implemented consistent with applicable law and subject to the availability of appropriations.

(c) This proclamation is not intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the United States, its departments, agencies, or entities, its officers, employees, or agents, or any other person.

IN WITNESS WHEREOF, I have hereunto set my hand this thirteenth day of March, in the year of our Lord two thousand twenty, and of the Independence of the United States of America the two hundred and forty-fourth.

DONALD J. TRUMP



Health & Human Services Agency COUNTY OF TULARE AGENDA ITEM

BOARD OF SUPERVISORS

KUYLER CROCKER
District One

PETE VANDER POEL
District Two

AMY SHUKLIAN
District Three

EDDIE VALERO
District Four

DENNIS TOWNSEND
District Five

AGENDA DATE: March 17, 2020

Public Hearing Required	Yes ☐	N/A ☒
Scheduled Public Hearing w/Clerk	Yes ☐	N/A ☒
Published Notice Required	Yes ☐	N/A ☒
Advertised Published Notice	Yes ☐	N/A ☒
Meet & Confer Required	Yes ☐	N/A ☒
Electronic file(s) has been sent	Yes ☒	N/A ☐
Budget Transfer (Aud 308) attached	Yes ☐	N/A ☒
Personnel Resolution attached	Yes ☐	N/A ☒
Agreements are attached and signature line for Chairman is marked with tab(s)/flag(s)	Yes ☐	N/A ☒

CONTACT PERSON: Andrew Lockman PHONE: 624-8000

SUBJECT: Ratify Proclamations of Emergency for COVID-19

REQUEST(S):

That the Board of Supervisors:

1. Ratify a Proclamation of Local Emergency issued by the County Coordinator of Emergency Services on March 11, 2020 due to COVID-19; and
2. Ratify a Proclamation of Local Health Emergency issued by the County Health Officer on March 11, 2020 due to COVID-19.

SUMMARY:

As has been widely covered in the media, the COVID-19 outbreak originated in China beginning in December 2019. The Tulare County Department of Public Health, in cooperation with all Tulare County departments and numerous healthcare and community partners, has been actively monitoring and proactively preparing for COVID-19 since early January 2020.

Since that time, cases have been reported worldwide along with numerous deaths resulting from the disease. California has had numerous cases resulting from travel, person-to-person contact, and community spread. On March 4, 2020, Governor Newsom proclaimed a State of Emergency for COVID-19 after the first COVID-19 related death in California. Since that date, confirmed cases have also occurred in neighboring Fresno and Madera Counties.

On March 11, 2020, Tulare County had its first confirmed positive COVID-19 case. As a result, the County implemented a contingency plan under which the County's Coordinator of Emergency Services proclaimed a Local Emergency, and the County

SUBJECT: Ratify Proclamations of Emergency due to COVID-19
DATE: March 17, 2020

Health Officer proclaimed a Local Health Emergency, to enable the County to take all necessary response actions to combat the effects of the disease. Pursuant to California Government Code section 8630(b), these proclamations must be ratified within seven (7) days by the Board of Supervisors in order to remain in effect.

The Governor's State of Emergency dated March 4, 2020, waives statutory requirements to renew emergency proclamations for COVID-19, so these local proclamations will remain in effect until terminated by the Tulare County Board of Supervisors.

As a matter of information, local public health emergencies due to the threat posed by COVID-19 also have been declared by the Counties of Santa Clara, San Diego, San Francisco, Orange, Solano, Alameda, Sonoma, Marin, Placer, Los Angeles, Mendocino, Butte, San Bernardino, San Benito, Yolo, Monterey, San Mateo, Yuba, Sutter, Contra Costa, Humboldt, Lake, and Sacramento, and by numerous California cities and Indian Tribes.

FISCAL IMPACT/FINANCING:

There is no cost associated with proclaiming or terminating a local emergency or local health emergency. The proclamation of local emergency contains a request for California Disaster Assistance Act funding, which may result in cost recovery of extraordinary response costs associated with this incident.

LINKAGE TO THE COUNTY OF TULARE STRATEGIC BUSINESS PLAN:

The County's five-year strategic plan includes the Safety and Security initiative, with a directive to plan and provide coordinated emergency preparedness, response, recovery and mitigation capabilities for both natural and man-made disasters. These proclamations support the County's emergency response and coordination efforts by ensuring all necessary actions can be taken to mitigate the spread of disease.

ADMINISTRATIVE SIGN-OFF:



Timothy W. Lutz
Agency Director

Cc: County Administrative Office

Attachment(s) Proclamation of Local Emergency
Proclamation of Local Health Emergency

**BEFORE THE BOARD OF SUPERVISORS
COUNTY OF TULARE, STATE OF CALIFORNIA**

IN THE MATTER OF RATIFY PROCLAMATIONS) Resolution No. _____
OF EMERGENCY DUE TO COVID-19) Agreement No. _____
)

UPON MOTION OF SUPERVISOR _____, SECONDED BY
SUPERVISOR _____, THE FOLLOWING WAS ADOPTED BY THE
BOARD OF SUPERVISORS, AT AN OFFICIAL MEETING HELD _____
_____, BY THE FOLLOWING VOTE:

AYES:
NOES:
ABSTAIN:
ABSENT:

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

BY: _____
Deputy Clerk

* * * * *

1. Ratified a Proclamation of Local Emergency issued by the County Coordinator of Emergency Services on March 11, 2020 due to COVID-19; and
2. Ratified a Proclamation of Local Health Emergency issued by the County Health Officer on March 11, 2020 due to COVID-19.

**PROCLAMATION OF A LOCAL EMERGENCY
BY THE DIRECTOR OF EMERGENCY SERVICES**

WHEREAS, Government Code section 8630 and Tulare County Ordinance Code section 1-15-1030 authorize the Director of Emergency Services to proclaim a local emergency when the County of Tulare ("County") is threatened by conditions of disaster or extreme peril to the safety of persons and property within the County that are or are likely to be beyond the control of the services, personnel, equipment, and facilities of the County, and the Board of Supervisors is not in session; and

WHEREAS, the Director of Emergency Services hereby finds:

Conditions of extreme peril to the safety of persons and property have arisen within the County due to the following:

A novel coronavirus (named "COVID-19") was first detected in Wuhan City, Hubei Province, China, in December 2019. The U.S. Centers for Disease Control and Prevention ("CDC") considers the virus to be a very serious public health threat, based on current information. In part, the virus is considered a serious public health threat because much is unknown. The exact modes of transmission, the factors facilitating human-to-human transmission, the extent of asymptomatic viral shedding, the groups most at risk of serious illness, the attack rate, and the case fatality rate all remain active areas of investigation. The CDC believes at this time that symptoms appear two to fourteen days after exposure. Currently, there is no vaccine or specific antiviral treatment for COVID-19.

The number of reported cases of COVID-19 has escalated dramatically over a short period of time. To date, worldwide there are over 125,000 confirmed cases of COVID-19 and over 4,600 deaths from COVID-19. Cases of COVID-19, though concentrated in China, have been reported in one hundred twenty-two countries, including the United States, and include individuals who never visited China. Transmission from an asymptomatic individual has been documented. In the U.S., there have been 939 total cases of COVID-19 confirmed to date in 41 different states, and at least 29 deaths reported.

The World Health Organization has declared the outbreak to be a global health emergency. Actions are being taken to protect public health and limit the spread of COVID-19 in the United States.

On March 4, 2020, Governor Newsom proclaimed a state of emergency to exist in California. There are now almost 200 confirmed cases in California spanning some 24 counties and at least four deaths have been reported in California due to COVID-19.

Local public health emergencies due to the threat posed by COVID-19 have been declared by the Counties of Santa Clara, San Diego, San Francisco, Orange, Solano, Alameda, Sonoma, Marin, Placer, Los Angeles, Mendocino, Butte, San Bernardino, San Benito, Yolo, Monterey, San Mateo, Yuba, Sutter, Contra Costa, Humboldt, Lake, and Sacramento, and by numerous California cities and Indian Tribes; and

Tulare County has a population of over 450,000 residents, many of whom travel frequently for business or personal reasons. The Health Officer of the County of Tulare has determined that there is an imminent and proximate threat to public health from the introduction of COVID-19 in Tulare County, and has declared a Local Health Emergency as a result.

These conditions are beyond the control of the services, personnel, equipment, and facilities of the County and require the combined forces of other political subdivisions to combat.

WHEREAS, on March 11, 2020, a Tulare County resident tested positive for COVID-19; and

WHEREAS, based on the experience of other California communities, it can reasonably be expected that other positive tests will soon follow; and

WHEREAS, the Board of Supervisors is not in session, and cannot immediately be called into session; and

WHEREAS, during a local emergency, the Director of Emergency Services or other individual authorized to serve in that capacity under Tulare County Ordinance Code sections 1-15-1031 and 1-15-1032 is empowered by Tulare County Ordinance Code section 1-15-1025 to issue rules and regulations on matters reasonably related to the protection of life and property as affected by such emergency; provided, however, that such rules and regulations must be confirmed at the earliest possible time by the Board of Supervisors; and

WHEREAS, the Director of Emergency Services is unavailable to issue a proclamation as he is currently outside of Tulare County and has authorized his successor, the County's Coordinator of Emergency Services (Assistant County Administrative Officer), as designated in Tulare County Ordinance Code sections 1-15-1010 (c) and 1-15-1030 (g) to exercise the powers of Director of Emergency Services as provided for in Tulare County Ordinance Code section 1-15-1030 (h) and thereby to issue this proclamation of local emergency; and

WHEREAS, the Tulare County Health Department must use all preventive measures, which will require access to available services, personnel, equipment, and facilities, to respond to COVID-19; and

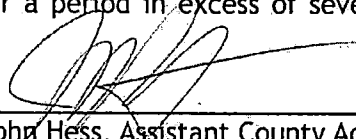
NOW THEREFORE, the Tulare County Coordinator of Emergency Services hereby:

1. Proclaims that a local emergency, as defined in Government Code Section 8558 and Tulare County Ordinance Code Section 1-15-1005, now exists within the County due to the presence of COVID-19; and
2. Requests that the Governor of the State of California request a federal declaration to provide assistance, including, but not limited to, California Disaster Assistance Act ("CDAA"); and
3. Orders that the Tulare County Health Department must use all preventive measures, which will require access to available services, personnel, equipment, and facilities, to respond to COVID-19.

The local emergency shall not remain in effect for a period in excess of seven days unless it has been ratified by the Board of Supervisors.

Date: March 11, 2020

Time: 10:33 pm

By: 

John Hess, Assistant County Administrative Officer
and Emergency Services Coordinator

APPROVED AS TO FORM:
COUNTY COUNSEL

/s/ Jennifer M. Shiffert
Deputy
Matter No. 2020217

Jlk/03-11-2020/2020217/1444043

**County of Tulare
Health & Human Services Agency
Public Health Branch**

Health Officer
5957 South Mooney Blvd.
Visalia, CA 93277
559-624-8480



**PROCLAMATION OF LOCAL HEALTH EMERGENCY
REGARDING NOVEL CORONAVIRUS (COVID-19)**

WHEREAS, California Health and Safety Code section 101080 and Tulare County Ordinance Code section 1-15-1033 authorize the local health officer to declare a local health emergency in the health officer's jurisdiction, or any part thereof, whenever the health officer reasonably determines that there is an imminent and proximate threat of the introduction of any contagious, infectious, or communicable disease, chemical agent, noncommunicable biologic agent, toxin, or radioactive agent; and

WHEREAS, the local health emergency shall not remain in effect after 7 days from the date of this declaration unless it has been ratified by the County of Tulare's Board of Supervisors; and

WHEREAS, the Health Officer of the County of Tulare makes the following findings:

A novel coronavirus (named "COVID-19") was first detected in Wuhan City, Hubei Province, China, in December 2019. The U.S. Centers for Disease Control and Prevention ("CDC") considers the virus to be a very serious public health threat, based on current information. In part, the virus is considered a serious public health threat because much is unknown. The exact modes of transmission, the factors facilitating human-to-human transmission, the extent of asymptomatic viral shedding, the groups most at risk of serious illness, the attack rate, and the case fatality rate all remain active areas of investigation, but are poorly characterized at this time. The best information to date suggests that the virus is spread between people primarily via respiratory droplets produced when an infected person coughs or sneezes. Symptoms of the virus include fever, cough, and shortness of breath, and infected individuals have experienced a range of outcomes, from mild sickness to severe illness and death. The CDC believes at this time that symptoms appear two to fourteen days after exposure. Currently, there is no vaccine or specific antiviral treatment for COVID-19.

The number of reported cases of COVID-19 has escalated dramatically over a short period of time. To date, worldwide there are over 125,000 confirmed cases of COVID-19 and over 4,600 deaths from COVID-19. Cases of COVID-19, though concentrated in China, have been reported in 122 counties, including the United States. Confirmed cases of COVID-19 include individuals who never visited China. Transmission from an asymptomatic individual has been documented. The World Health Organization has declared the outbreak to be a global health emergency.

On March 4, 2020, Governor Newsom proclaimed a state of emergency to exist in California.

**DECLARATION OF LOCAL HEALTH EMERGENCY
REGARDING NOVEL CORONAVIRUS (COVID-19)**

There are now almost 200 confirmed cases in California spanning 24 counties, and 4 deaths have been reported in California due to COVID-19.

Local public health emergencies due to the threat posed by COVID-19 have been declared by the Counties of Santa Clara, San Diego, San Francisco, Orange, Solano, Alameda, Sonoma, Marin, Placer, Los Angeles, Mendocino, Butte, San Bernardino, San Benito, Yolo, Monterey, San Mateo, Yuba, Sutter, Contra Costa, Humboldt, Lake, and Sacramento, and by numerous California cities and Indian Tribes.

Tulare County has a population of over 450,000 residents, many of whom travel frequently for business or personal reasons. As of March 11, 2020 there are 939 total cases of COVID-19 in the United States and 29 deaths. 41 states have reported cases.

WHEREAS, on March 11, 2020, a Tulare County resident tested positive for COVID-19; and

WHEREAS, based on the experience of other California communities, it can reasonably be expected that other positive tests will soon follow; and

WHEREAS, the Health Officer of the County of Tulare does hereby find that there is an imminent and proximate threat to public health from the introduction of COVID-19 in Tulare County; and

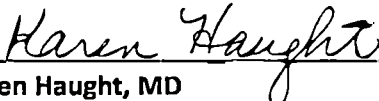
WHEREAS, the Board of Supervisors is not in session, and cannot immediately be called into session; and

NOW, THEREFORE, the Health Officer of the County of Tulare hereby proclaims and declares that a local health emergency now exists in the County of Tulare due to the presence of and threat posed by COVID-19.

Date: March 11, 2020

Time: 10:50 pm

Issued by:



Karen Haught, MD
County Health Officer
County of Tulare
Health & Human Services Agency
Public Health Branch

Approved as to Form:
COUNTY COUNSEL

By /s/Jennifer M. Shiffert
Deputy
Matter No. 2020217

Jlk/03-11-2020/2020217/1444044.DOCX



TULE RIVER INDIAN TRIBE OF CALIFORNIA

IN THE MATTER OF:

Resolution to Formally Declare a State of
Emergency for the Tule River Tribe of The)
Tule River Reservation of California)

RESOLUTION NO. FY2020-100

BE IT RESOLVED BY THE COUNCIL OF THE TULE RIVER INDIAN TRIBE:

WHEREAS, the Tule River Indian Tribe (the "Tribe") is a federally recognized Indian tribe organized pursuant to the Constitution and Bylaws of the Tule River Indian Tribe approved January 15, 1936 ("Constitution"); and

WHEREAS, pursuant to Article III, Section 1 of the Constitution the governing body of the Tribe is the Tribal Council and pursuant to Article VI, Section 1 of its Constitution it has the power to promulgate ordinance for the purpose of safeguarding the peace and safety of residents of the reservation and to adopt resolutions regulating the procedure of tribal agencies of the reservation; and

WHEREAS, On March 4th 2020, a proclaimed State of Emergency exists in the State of California, as result of the threat of COVID-19; and

WHEREAS, despite sustained efforts, the virus remains a threat, and further efforts to control the spread of the virus to reduce and minimize the risk of infection are needed; and

WHEREAS, for the safety and protection of the public health within the jurisdiction of the Tribe for the Tribe and/or its governmental agencies to obtain emergency support and funding from Federal, state and local agencies; and

WHEREAS, the Tule River Tribal Council desires to consider state and local recommendation deemed necessary in the interests of the public health, issue guidance limiting or recommend limitations upon attendance at public assemblies, conferences, or other mass events, which could cause the cancellation of such gatherings through no fault or responsibility of the parties involved thereby constituting a force majeure; and

WHEREAS, in the interest of public health and safety, it is necessary to exercise my authority under Constitution of the governing body of the Tribe to ensure adequate response and address potential issues related to the threat of COVID-19; and

NOW THEREFORE BE IT RESOLVED, the Tribal Council hereby declares a State of Emergency for the safety and protection of the public health within the jurisdiction of the Tribe for the Tribe and/or its governmental agencies to obtain emergency support and funding from Federal, state and local agencies

Page 2.

Resolution No. FY2020-100

BE IT FURTHER RESOLVED that this resolution has not been amended or rescinded in any way.

CERTIFICATION

UPON MOTION OF COUNCIL MEMBER **Zachary Janoko** SECONDED BY COUNCIL MEMBER **Steve M. Peyron, Jr.**, THE FOREGOING WAS ADOPTED BY THE TULE RIVER TRIBAL COUNCIL AT A DULY CALLED MEETING HELD ON **Friday, March 13, 2020**, AT WHICH A QUORUM WAS PRESENT BY THE FOLLOWING VOTES:

AYES: 8

NOES: 0

ABSTAIN 0


NEIL PEYRON, CHAIRMAN
TULE RIVER TRIBAL COUNCIL


HEATHER TERAN, SECRETARY
TULE RIVER TRIBAL COUNCIL

ATTEST TO:


RECORDING SECRETARY

**EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA**

EXECUTIVE ORDER N-25-20

WHEREAS on March 4, 2020, I proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19; and

WHEREAS despite sustained efforts, the virus remains a threat, and further efforts to control the spread of the virus to reduce and minimize the risk of infection are needed; and

WHEREAS state and local public health officials may, as they deem necessary in the interest of public health, issue guidance limiting or recommending limitations upon attendance at public assemblies, conferences, or other mass events, which could cause the cancellation of such gatherings through no fault or responsibility of the parties involved, thereby constituting a force majeure; and

WHEREAS the Department of Public Health is maintaining up-to-date guidance relating to COVID-19, available to the public at <http://cdph.ca.gov/covid19>; and

WHEREAS the State of California and local governments, in collaboration with the Federal government, continue sustained efforts to minimize the spread and mitigate the effects of COVID-19; and

WHEREAS there is a need to secure numerous facilities to accommodate quarantine, isolation, or medical treatment of individuals testing positive for or exposed to COVID-19; and

WHEREAS, many individuals who have developmental disabilities and receive services through regional centers funded by the Department of Developmental Services also have chronic medical conditions that make them more susceptible to serious symptoms of COVID-19, and it is critical that they continue to receive their services while also protecting their own health and the general public health; and

WHEREAS individuals exposed to COVID-19 may be temporarily unable to report to work due to illness caused by COVID-19 or quarantines related to COVID-19 and individuals directly affected by COVID-19 may experience potential loss of income, health care and medical coverage, and ability to pay for housing and basic needs, thereby placing increased demands on already strained regional and local health and safety resources such as shelters and food banks; and

WHEREAS in the interest of public health and safety, it is necessary to exercise my authority under the Emergency Services Act, specifically Government Code section 8572, to ensure adequate facilities exist to address the impacts of COVID-19; and

WHEREAS under the provisions of Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this order would prevent, hinder, or delay appropriate actions to prevent and mitigate the effects of the COVID-19 pandemic.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes of the State of California, and in particular, Government Code sections 8567, 8571 and 8572, do hereby issue the following order to become effective immediately:

IT IS HEREBY ORDERED THAT:

1. All residents are to heed any orders and guidance of state and local public health officials, including but not limited to the imposition of social distancing measures, to control the spread of COVID-19.
2. For the period that began January 24, 2020 through the duration of this emergency, the Employment Development Department shall have the discretion to waive the one-week waiting period in Unemployment Insurance Code section 2627(b)(1) for disability insurance applicants who are unemployed and disabled as a result of the COVID-19, and who are otherwise eligible for disability insurance benefits.
3. For the period that began January 24, 2020 through the duration of this emergency, the Employment Development Department shall have the discretion to waive the one-week waiting period in Unemployment Insurance Code section 1253(d) for unemployment insurance applicants who are unemployed as a result of the COVID-19, and who are otherwise eligible for unemployment insurance benefits.
4. Notwithstanding Health and Safety Code section 1797.172(b), during the course of this emergency, the Director of the Emergency Medical Services Authority shall have the authority to implement additions to local optional scopes of practice without first consulting with a committee of local EMS medical directors named by the EMS Medical Directors Association of California.
5. In order to quickly provide relief from interest and penalties, the provisions of the Revenue and Taxation Code that apply to the taxes and fees administered by the Department of Tax and Fee Administration, requiring the filing of a statement under penalty of perjury setting forth the facts for a claim for relief, are suspended for a period of 60 days after the date of this Order for any individuals or businesses who are unable to file a timely tax return or make a timely payment as a result of complying with a state or local public health official's imposition or recommendation of social distancing measures related to COVID-19.
6. The Franchise Tax Board, the Board of Equalization, the Department of Tax and Fee Administration, and the Office of Tax Appeals shall use their administrative powers where appropriate to provide those individuals and businesses impacted by complying with a state or local public health official's imposition or recommendation of social

distancing measures related to COVID-19 with the extensions for filing, payment, audits, billing, notices, assessments, claims for refund, and relief from subsequent penalties and interest.

7. The Governor's Office of Emergency Services shall ensure adequate state staffing during this emergency. Consistent with applicable federal law, work hour limitations for retired annuitants, permanent and intermittent personnel, and state management and senior supervisors, are suspended. Furthermore, reinstatement and work hour limitations in Government Code sections 21220, 21224(a), and 7522.56(b), (d), (f), and (g), and the time limitations in Government Code section 19888.1 and California Code of Regulations, title 2, sections 300-303 are suspended. The Director of the California Department of Human Resources must be notified of any individual employed pursuant to these waivers.
8. The California Health and Human Services Agency and the Office of Emergency Services shall identify, and shall otherwise be prepared to make available—including through the execution of any necessary contracts or other agreements and, if necessary, through the exercise of the State's power to commandeer property – hotels and other places of temporary residence, medical facilities, and other facilities that are suitable for use as places of temporary residence or medical facilities as necessary for quarantining, isolating, or treating individuals who test positive for COVID-19 or who have had a high-risk exposure and are thought to be in the incubation period.
9. The certification and licensure requirements of California Code of Regulations, Title 17, section 1079 and Business and Professions Code section 1206.5 are suspended as to all persons who meet the requirements under the Clinical Laboratory Improvement Amendments of section 353 of the Public Health Service Act for high complexity testing and who are performing analysis of samples to test for SARS-CoV-2, the virus that causes COVID-19, in any certified public health laboratory or licensed clinical laboratory.
10. To ensure that individuals with developmental disabilities continue to receive the services and supports mandated by their individual program plans threatened by disruptions caused by COVID-19, the Director of the Department of Developmental Services may issue directives waiving any provision or requirement of the Lanterman Developmental Disabilities Services Act, the California Early Intervention Services Act, and the accompanying regulations of Title 17, Division 2 of the California Code of Regulations. A directive may delegate to the regional centers any authority granted to the Department by law where the Director believes such delegation is necessary to ensure services to individuals with developmental disabilities. The Director shall describe the need justifying the waiver granted in each directive and articulate how the waiver is necessary to protect the public health or safety from the threat of COVID-19 or necessary to ensure that services to individuals with developmental disabilities are not disrupted. Any waiver granted by a directive shall expire 30 days from the date of its issuance. The Director may grant one or more 30-day extensions if the waiver continues to be necessary

to protect health or safety or to ensure delivery of services. The Director shall rescind a waiver once it is no longer necessary to protect public health or safety or ensure delivery of services. Any waivers and extensions granted pursuant to this paragraph shall be posted on the Department's website.

11. Notwithstanding any other provision of state or local law, including the Bagley-Keene Act or the Brown Act, a local legislative body or state body is authorized to hold public meetings via teleconferencing and to make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to attend and to address the local legislative body or state body, during the period in which state or local public officials impose or recommend measures to promote social distancing, including but not limited to limitations on public events. All requirements in both the Bagley-Keene Act and the Brown Act expressly or impliedly requiring the physical presence of members, the clerk or other personnel of the body, or of the public as a condition of participation in or quorum for a public meeting are hereby waived.

In particular, any otherwise-applicable requirements that

- (i) state and local bodies notice each teleconference location from which a member will be participating in a public meeting;
- (ii) each teleconference location be accessible to the public;
- (iii) members of the public may address the body at each teleconference conference location;
- (iv) state and local bodies post agendas at all teleconference locations;
- (v) at least one member of the state body be physically present at the location specified in the notice of the meeting; and
- (vi) during teleconference meetings, at least a quorum of the members of the local body participate from locations within the boundaries of the territory over which the local body exercises jurisdiction

are hereby suspended, on the conditions that:

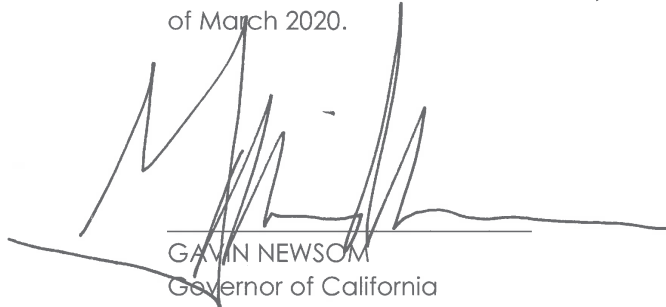
- (i) each state or local body must give advance notice of each public meeting, according to the timeframe otherwise prescribed by the Bagley-Keene Act or the Brown Act, and using the means otherwise prescribed by the Bagley-Keene Act or the Brown Act, as applicable; and
- (ii) consistent with the notice requirement in paragraph (i), each state or local body must notice at least one publicly accessible location from which members of the public shall have the right to observe and offer public comment at the public meeting, consistent with the public's rights of access and public comment otherwise provided for by the Bagley-Keene Act and the Brown Act, as applicable (including, but not limited to, the requirement that such rights of access and public comment be made available in a manner consistent with the Americans with Disabilities Act).

In addition to the mandatory conditions set forth above, all state and local bodies are urged to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to the provisions of the Bagley-Keene Act and the Brown Act, and other applicable local laws regulating the conduct of public meetings, in order to maximize transparency and provide the public access to their meetings.

IT IS FURTHER ORDERED 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.

This 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.

IN WITNESS WHEREOF I have
hereunto set my hand and caused
the Great Seal of the State of
California to be affixed this 12th day
of March 2020.



GAVIN NEWSOM
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State

EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA

EXECUTIVE ORDER N-28-20

WHEREAS on March 4, 2020, I proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19; and

WHEREAS despite sustained efforts, the virus remains a threat, and further efforts to control the spread of the virus to reduce and minimize the risk of infection and otherwise mitigate the effects of COVID-19 are needed; and

WHEREAS the economic impacts of COVID-19 have been significant, and could threaten to undermine Californians' housing security and the stability of California businesses; and

WHEREAS many Californians are experiencing substantial losses of income as a result of business closures, the loss of hours or wages, or layoffs related to COVID-19, hindering their ability to keep up with their rents, mortgages, and utility bills; and

WHEREAS Californians who are most vulnerable to COVID-19, those 65 years and older, and those with underlying health issues, are advised to self-quarantine, self-isolate, or otherwise remain in their homes to reduce the transmission of COVID-19; and

WHEREAS because homelessness can exacerbate vulnerability to COVID-19, California must take measures to preserve and increase housing security for Californians to protect public health; and

WHEREAS local jurisdictions, based on their particular needs, may therefore determine that additional measures to promote housing security and stability are necessary to protect public health or to mitigate the economic impacts of COVID-19; and

WHEREAS local jurisdictions may also determine, based on their particular needs, that promoting stability amongst commercial tenancies is also conducive to public health, such as by allowing commercial establishments to decide whether and how to remain open based on public health concerns rather than economic pressures, or to mitigate the economic impacts of COVID-19; and

WHEREAS in addition to these public health benefits, state and local policies to promote social distancing, self-quarantine, and self-isolation require that people be able to access basic utilities—including water, gas, electricity, and telecommunications—at their homes, so that Californians can work from home, receive public health information, and otherwise adhere to policies of social distancing, self-quarantine, and self-isolation, if needed; and

WHEREAS many utility providers, public and private, covering electricity, gas, water, and sewer, have voluntarily announced moratoriums on service disconnections and late fees for non-payment in response to COVID-19; and

WHEREAS many telecommunication companies, including internet and cell phone providers, have voluntarily announced moratoriums on service disconnections and late fees for non-payment in response to COVID-19;

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes of the State of California, and in particular, Government Code sections 8567 and 8571, do hereby issue the following order to become effective immediately:

IT IS HEREBY ORDERED THAT:

- 1) The time limitation set forth in Penal Code section 396, subdivision (f), concerning protections against residential eviction, is hereby waived. Those protections shall be in effect through May 31, 2020.
- 2) Any provision of state law that would preempt or otherwise restrict a local government's exercise of its police power to impose substantive limitations on residential or commercial evictions as described in subparagraphs (i) and (ii) below—including, but not limited to, any such provision of Civil Code sections 1940 et seq. or 1954.25 et seq.—is hereby suspended to the extent that it would preempt or otherwise restrict such exercise. This paragraph 2 shall only apply to the imposition of limitations on evictions when:
 - (i) The basis for the eviction is nonpayment of rent, or a foreclosure, arising out of a substantial decrease in household or business income (including, but not limited to, a substantial decrease in household income caused by layoffs or a reduction in the number of compensable hours of work, or a substantial decrease in business income caused by a reduction in opening hours or consumer demand), or substantial out-of-pocket medical expenses; and
 - (ii) The decrease in household or business income or the out-of-pocket medical expenses described in subparagraph (i) was caused by the COVID-19 pandemic, or by any local, state, or federal government response to COVID-19, and is documented.

The statutory cause of action for judicial foreclosure, Code of Civil Procedure section 725a et seq.; the statutory cause of action for unlawful detainer, Code of Civil Procedure section 1161 et seq., and any other statutory cause of action that could be used to evict or otherwise eject a residential or commercial tenant or occupant of residential real property after foreclosure is suspended only as applied to any tenancy, or residential real property and any

occupation thereof, to which a local government has imposed a limitation on eviction pursuant to this paragraph 2, and only to the extent of the limitation imposed by the local government.

Nothing in this Order shall relieve a tenant of the obligation to pay rent, nor restrict a landlord's ability to recover rent due.

The protections in this paragraph 2 shall be in effect through May 31, 2020, unless extended.

- 3) All public housing authorities are requested to extend deadlines for housing assistance recipients or applicants to deliver records or documents related to their eligibility for programs, to the extent that those deadlines are within the discretion of the housing authority.
- 4) The Department of Business Oversight, in consultation with the Business, Consumer Services, and Housing Agency, shall engage with financial institutions to identify tools to be used to afford Californians relief from the threat of residential foreclosure and displacement, and to otherwise promote housing security and stability during this state of emergency, in furtherance of the objectives of this Order.
- 5) Financial institutions holding home or commercial mortgages, including banks, credit unions, government-sponsored enterprises, and institutional investors, are requested to implement an immediate moratorium on foreclosures and related evictions when the foreclosure or foreclosure-related eviction arises out of a substantial decrease in household or business income, or substantial out-of-pocket medical expenses, which were caused by the COVID-19 pandemic, or by any local, state, or federal government response to COVID-19.
- 6) The California Public Utilities Commission is requested to monitor measures undertaken by public and private utility providers to implement customer service protections for critical utilities, including but not limited to electric, gas, water, internet, landline telephone, and cell phone service, in response to COVID-19, and on a weekly basis publicly report these measures.

Nothing in this Order shall be construed to invalidate any limitation on eviction enacted by a local jurisdiction between March 4, 2020 and this date.

Nothing in this Order shall in any way restrict state or local authority to order any quarantine, isolation, or other public health measure that may compel an individual to remain physically present in a particular residential real property.

This 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 proclamation 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 16th day of March 2020.



GAVIN NEWSOM
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State

**EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA**

EXECUTIVE ORDER N-32-20

WHEREAS on March 4, 2020, I proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19; and

WHEREAS despite sustained efforts, the virus continues to spread and is impacting nearly all sectors of California; and

WHEREAS in the past two years, the State of California has allocated \$1.15 billion to local partners through the Homeless Emergency Aid Program and the Homeless Housing, Assistance, and Prevention Program, funding intended to provide for a variety of programs and facilities aimed at combatting homelessness; and

WHEREAS on March 17, 2020, I signed Senate Bill 89, emergency legislation that authorizes \$500 million in immediately available funding to help California fight COVID-19 for any purpose related to the March 4, 2020 proclamation of a State of Emergency, including to support local governments to protect the health and safety of homeless populations, reduce the spread of COVID-19 in homeless populations, and provide safe beds for people experiencing homelessness; and

WHEREAS the emergency of COVID-19 necessitates a more focused approach, including emergency protective measures to bring unsheltered Californians safely indoors, expand shelter capacity, maintain health and sanitation standards and institute medically indicated interventions, and add new isolation and quarantine capacity to California's shelter and housing inventory to slow the spread of the pandemic; and

WHEREAS under the provisions of Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this order would prevent, hinder, or delay appropriate actions to prevent and mitigate the effects of the COVID-19 pandemic.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes of the State of California, and in particular, Government Code sections 8567 and 8571, do hereby issue the following order to become effective immediately:

IT IS HEREBY ORDERED THAT:

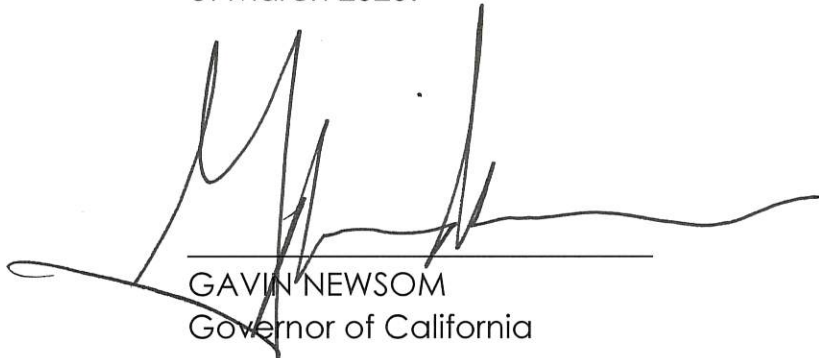
- 1) To the limited extent that any part of Health & Safety Code section 50214, subdivision (a), restricts a local jurisdiction from expending Homeless Emergency Aid Program funds on preparing for and addressing the impacts of the COVID-19 pandemic on homeless individuals, including through implementing guidance from the Department of Public Health on hand and respiratory hygiene and protective congregate living protocols, and providing isolation and quarantine capacity, that part is suspended.

- 2) To the limited extent that any part of Health & Safety Code section 50219, subdivision (c), restricts a local jurisdiction from expending Homeless Housing, Assistance, and Prevention Program funds on preparing for and addressing the impacts of the COVID-19 pandemic on homeless individuals, including through expanding shelter and housing services and capacity, that part is suspended.
- 3) Division 13 (commencing with section 21000) of the Public Resources Code and regulations adopted pursuant to that Division are suspended for any project using Homeless Emergency Aid Program funds, Homeless Housing, Assistance, and Prevention Program funds, or funds appropriated in Senate Bill 89, signed on March 17, 2020.

IT IS FURTHER ORDERED 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.

This 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.

IN WITNESS WHEREOF I have
hereunto set my hand and caused
the Great Seal of the State of
California to be affixed this 18th day
of March 2020.



GAVIN NEWSOM
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State

**EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA**

EXECUTIVE ORDER N-33-20

WHEREAS on March 4, 2020, I proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19; and

WHEREAS in a short period of time, COVID-19 has rapidly spread throughout California, necessitating updated and more stringent guidance from federal, state, and local public health officials; and

WHEREAS for the preservation of public health and safety throughout the entire State of California, I find it necessary for all Californians to heed the State public health directives from the Department of Public Health.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes of the State of California, and in particular, Government Code sections 8567, 8627, and 8665 do hereby issue the following Order to become effective immediately:

IT IS HEREBY ORDERED THAT:

- 1) To preserve the public health and safety, and to ensure the healthcare delivery system is capable of serving all, and prioritizing those at the highest risk and vulnerability, all residents are directed to immediately heed the current State public health directives, which I ordered the Department of Public Health to develop for the current statewide status of COVID-19. Those directives are consistent with the March 19, 2020, Memorandum on Identification of Essential Critical Infrastructure Workers During COVID-19 Response, found at: <https://covid19.ca.gov/>. Those directives follow:

ORDER OF THE STATE PUBLIC HEALTH OFFICER
March 19, 2020

To protect public health, I as State Public Health Officer and Director of the California Department of Public Health order all individuals living in the State of California to stay home or at their place of residence except as needed to maintain continuity of operations of the federal critical infrastructure sectors, as outlined at <https://www.cisa.gov/identifying-critical-infrastructure-during-covid-19>. In addition, and in consultation with the Director of the Governor's Office of Emergency Services, I may designate additional sectors as critical in order to protect the health and well-being of all Californians.

Pursuant to the authority under the Health and Safety Code 120125, 120140, 131080, 120130(c), 120135, 120145, 120175 and 120150, this order is to go into effect immediately and shall stay in effect until further notice.

The federal government has identified 16 critical infrastructure sectors whose assets, systems, and networks, whether physical or virtual, are considered so vital to the United States that their incapacitation or

destruction would have a debilitating effect on security, economic security, public health or safety, or any combination thereof. I order that Californians working in these 16 critical infrastructure sectors may continue their work because of the importance of these sectors to Californians' health and well-being.

This Order is being issued to protect the public health of Californians. The California Department of Public Health looks to establish consistency across the state in order to ensure that we mitigate the impact of COVID-19. Our goal is simple, we want to bend the curve, and disrupt the spread of the virus.

The supply chain must continue, and Californians must have access to such necessities as food, prescriptions, and health care. When people need to leave their homes or places of residence, whether to obtain or perform the functions above, or to otherwise facilitate authorized necessary activities, they should at all times practice social distancing.

- 2) The healthcare delivery system shall prioritize services to serving those who are the sickest and shall prioritize resources, including personal protective equipment, for the providers providing direct care to them.
- 3) The Office of Emergency Services is directed to take necessary steps to ensure compliance with this Order.
- 4) This Order shall be enforceable pursuant to California law, including, but not limited to, Government Code section 8665.

IT IS FURTHER ORDERED 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.

This 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.

IN WITNESS WHEREOF I have
hereunto set my hand and caused
the Great Seal of the State of
California to be affixed this 19th day
of March 2020.



GAVIN NEWSOM
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State

ESSENTIAL WORKFORCE

On March 19, 2020, Governor Newsom issued Executive Order N-33-20 directing all residents immediately to heed current State public health directives to stay home, except as needed to maintain continuity of operations of essential critical infrastructure sectors and additional sectors as the State Public Health Officer may designate as critical to protect health and well-being of all Californians.

In accordance with this order, the State Public Health Officer has designated the following list of “Essential Critical Infrastructure Workers” to help state, local, tribal, and industry partners as they work to protect communities, while ensuring continuity of functions critical to public health and safety, as well as economic and national security.

Sector Index:

1. [Health and Public Health Sector](#)
2. [Emergency Services Sector](#)
3. [Food and Agriculture Sector](#)
4. [Energy Sector](#)
5. [Water and Wastewater Sector](#)
6. [Transportation and Logistics Sector](#)
7. [Communications and Information Technology Sector](#)
8. [Government Operations and Other Community-Based Essential Functions](#)
9. [Critical Manufacturing Sector](#)
10. [Financial Services Sector](#)
11. [Chemical Sector](#)
12. [Defense Industrial Base Sector](#)
13. [Industrial, Commercial, Residential and Sheltering Facilities and Services](#)

Relevant Guidance For All Sectors:

- [Face Coverings Guidance](#)
 - [Orientación Sobre el Uso de Mascarillas de Tela](#)
- [Self-Isolation for Older Adults and Those Who Have Elevated Risk](#)
 - [Aislamiento para Adultos Mayores y Personas que Tienen un Riesgo Elevado](#)
- [Employers, health care workers and workers in general industry](#)

1. HEALTHCARE / PUBLIC HEALTH

Sector Profile

The Healthcare and Public Health (HPH) Sector is large, diverse, and open, spanning both the public and private sectors. It includes publicly accessible healthcare facilities, research centers, suppliers, manufacturers, and other physical assets and vast, complex public-private information technology systems required for care delivery and to support the rapid, secure transmission and storage of large amounts of HPH data.

Essential Workforce, if remote working is not practical:

1. Health care providers and caregivers (including physicians, dentists, psychologists, mid-level practitioners, nurses, assistants, and aids; infection control and quality assurance personnel; pharmacists; physical, respiratory, speech and occupational therapists and assistants; social workers and providers serving individuals with disabilities including developmental disabilities; optometrists; speech pathologists; chiropractors; diagnostic and therapeutic technicians; and radiology technologists).
2. Workers required for effective clinical, command, infrastructure, support service, administrative, security and intelligence operations across the direct patient care and full healthcare and public health spectrum, including accounting, administrative, admitting and discharge, engineering, accrediting, certification, licensing, credentialing, epidemiological, source plasma and blood donation, food service, environmental services, housekeeping, medical records, information technology and operational technology, nutritionists, sanitarians; emergency medical services workers; prehospital workers including but not limited to urgent care workers; inpatient and hospital workers; outpatient care workers; home care workers; workers at long-term care facilities, residential and community-based providers; workplace safety workers).
3. Workers needed to support transportation to and from healthcare facilities and provider appointments.
4. Workers needed to provide laundry services, food services, reprocessing of medical equipment, and waste management.
5. Vendors and suppliers (including imaging, pharmacy, oxygen services, durable medical equipment)
6. Workers who perform critical clinical research, development, and testing needed for COVID-19 response.
7. Workers in other medical and life science facilities (including Ambulatory Health and Surgical, Blood Banks, Clinics, Community Mental Health, Comprehensive Outpatient rehabilitation, End Stage Renal Disease, Health Departments, Home Health care, Hospices, Hospitals, Long Term Care, Organ Pharmacies, Procurement Organizations, Psychiatric, Residential, Rural Health Clinics and Federally Qualified Health Centers, and retail facilities specializing in medical goods and supplies, including cannabis).
8. Workers for health manufacturing (including life science companies, and companies that have shifted production to medical supplies), materials and parts suppliers, technicians, logistics and warehouse operators, printers, packagers, and distributors of medical equipment (including those who test and repair), personal protective equipment (PPE), isolation barriers, medical

- gases, pharmaceuticals (including materials used in radioactive drugs, and cannabis products), dietary supplements, blood and blood products, vaccines, testing materials, laboratory supplies, cleaning, sanitizing, disinfecting or sterilization supplies, personal hygiene products, and tissue and paper towel products.
9. Public health / community health workers, including those who compile, model, analyze and communicate public health information.
 10. Behavioral and mental health workers responsible for coordination, outreach, engagement, and treatment to individuals in need of mental health and/or behavioral services.
 11. Donors of blood bone marrow, blood stem cell, or plasma and the workers of the organizations that operate and manage related activities.
 12. Workers that manage health plans, billing, and health information.
 13. Workers who conduct community-based public health functions, conducting epidemiologic surveillance, compiling, analyzing and communicating public health information.
 14. Workers performing IT and cybersecurity functions at healthcare and public health facilities.
 15. Workers performing security, incident management, and emergency operations functions at or on behalf of healthcare entities including healthcare coalitions.
 16. Pharmacy employees, including workers necessary to maintain uninterrupted prescription filling.
 17. Workers in retail facilities specializing in medical goods and supplies.
 18. Public health and environmental health workers, including workers specializing in environmental health that focus on implementing environmental controls, sanitary and infection control interventions, healthcare facility safety and emergency preparedness planning, engineered work practices, and developing guidance and protocols for appropriate PPE to prevent COVID-19 disease transmission; Public health/ community health workers (including call center workers) who conduct community- based public health functions, conducting epidemiologic surveillance and compiling, analyzing, and communicating public health information.
 19. Mortuary services providers, including workers performing mortuary, funeral, cremation burial, cemetery, and related services, including funeral homes, crematoriums, cemetery workers and coffin makers.
 20. Workers who coordinate with other organizations to ensure the proper recovery, handling, identification, transportation, tracking, storage, and disposal of human remains and personal effects; certify cause of death; and facilitate access to behavioral and mental health services to the family members, responders, and survivors of an incident.
 21. Workers supporting veterinary hospitals and clinics.

Relevant Sector Guidance:

- [All Facility Letters for health care facilities, including long-term care facilities](#)
- [Health care facilities, Skilled Nursing Facilities](#)
- [Individuals with Access and Functional Needs](#)
- [Medical Waste Management - Interim Guidelines](#)
- [Outpatient Healthcare Facility Infection Control Recommendations for Suspect COVID-19 Patients](#)
- [Prioritization of Patients for Laboratory Testing for COVID-19](#)
- [Veterinary Professionals and Premises](#)
- Regional Centers:
 - [Visits to Licensed Residential Facilities](#)
 - [Risk Mitigation Strategies for ARFPSHN, ICF/DD-CN](#)
- [Adult and Senior Care Facilities](#)

- [Cuidado a los Adultos Mayores](#)
- [Community care facilities, including assisted living facilities and child care](#)
- [Medi-Cal Managed Care Health Plans: COVID – 19 Screening and Testing](#)
- [Coverage Options Fact Sheet](#)
 - [Opciones De Cobertura](#)
- [Department of Managed Health Care All Plan Letter](#)
- [California Department of Insurance Bulletin](#)

2. EMERGENCY SERVICES SECTOR

Sector Profile

The Emergency Services Sector (ESS) is a community of highly-skilled, trained personnel, along with the physical and cyber resources, that provide a wide range of prevention, preparedness, response, and recovery services during both day-to-day operations and incident response. The ESS includes geographically distributed facilities and equipment in both paid and volunteer capacities organized primarily at the federal, state, local, tribal, and territorial levels of government, such as city police departments and fire stations, county sheriff's offices, Department of Defense police and fire departments, and town public works departments. The ESS also includes private sector resources, such as industrial fire departments, private security organizations, and private emergency medical services providers.

Essential Workforce, if remote working is not practical:

1. Public, private, and voluntary personnel (front line and management) in emergency management, law enforcement, fire and rescue services, emergency medical services, corrections, rehabilitation and reentry, search and rescue, hazardous material response, and technicians supporting maritime and aviation emergency response.
2. Public Safety Answering Points and 911 call center employees; personnel involved in access to emergency services including the emergency alert system and wireless emergency alerts.
3. Fusion Center employees
4. Workers who support weather disaster / natural hazard monitoring, response, mitigation, and prevention, including personnel conducting, supporting, or facilitating wildfire mitigation activities
5. Workers – including contracted vendors -- who maintain, manufacture, or supply equipment and services supporting law enforcement, fire, EMS, and emergency service response operations (including safety equipment, electronic security, and uniforms)
6. Workers responding to abuse and neglect of children, elders and dependent adults.
7. Animal control officers and humane officers
8. Security staff to maintain building access control and physical security measures
9. Workers and contracted vendors who maintain and provide services and supplies to public safety facilities, including emergency communication center, public safety answering points, public safety communications centers, emergency operation centers, fire and emergency medical services stations, police and law enforcement stations and facilities.

Relevant Sector Guidance:

- [Public Health Guidance about COVID-19 for California State Prisons](#)
- [First responders, including paramedics and EMTs](#)

3. FOOD AND AGRICULTURE

Sector Profile

The Food and Agricultural (FA) Sector is composed of complex production, processing, and delivery systems and has the capacity to feed people and animals both within and beyond the boundaries of the United States. Beyond domestic food production, the FA Sector also imports many ingredients and finished products, leading to a complex web of growers, processors, suppliers, transporters, distributors, and consumers. This sector is critical to maintaining and securing our food supply.

Essential Workforce, if remote working is not practical:

1. Workers supporting groceries, pharmacies, convenience stores, and other retail that sells food or beverage products, and animal/pet food, retail customer support service, information technology support staff, for online orders, pickup/takeout or delivery.
2. Workers supporting restaurant carry-out and quick serve food operations, including food preparation, carry-out and delivery food employees.
3. Food manufacturer employees and their supplier employees to include those employed in food ingredient production and processing-facilities; aquaculture and seafood harvesting facilities; livestock, poultry, seafood slaughter facilities; pet and animal feed processing facilities; human food facilities producing by-products for animal food; beverage production facilities; and the production of food packaging, including recycling operations and processing.
4. Farmers, farm and ranch workers, and agribusiness support services to include those employed in auction and sales; grain and oilseed handling, storage, processing and distribution; animal food, feed, and ingredient production, packaging, and distribution; manufacturing, packaging, and distribution of veterinary drugs; truck delivery and transport.
5. Farmers, farm and ranch workers, support service workers and their supplier employees producing food supply domestically and for export to include those engaged in raising, cultivating, harvesting, packing, storing, or delivering to storage or to market or to a carrier for transportation to market any agricultural or horticultural commodity for human consumption; those engaged in producing and harvesting field crops; cannabis growers; agricultural and commodity inspection; fuel ethanol facilities; storage facilities; biodiesel and renewable diesel facilities; and other agricultural inputs
6. Employees and firms supporting food, feed, and beverage distribution and ingredients used in these products including warehouse workers, vendor-managed inventory controllers, and blockchain managers.
7. Workers supporting the sanitation of all food manufacturing processes and operations from wholesale to retail.
8. Workers supporting the growth and distribution of plants and associated products for home gardens.
9. Workers in cafeterias used to feed workers, particularly worker populations sheltered against COVID-19
10. Workers in animal diagnostic and food testing laboratories
11. Workers essential for assistance programs and government payments
12. Government, private, and non-governmental organizations' workers essential for food assistance programs (including school lunch programs) and government payments.

13. Employees of companies engaged in the production, storage, transport, and distribution of chemicals; medicines, including cannabis; vaccines; and other substances used by the food and agriculture industry, including seeds, pesticides, herbicides, fertilizers, minerals, enrichments, and other agricultural production aids.
14. Animal agriculture workers to include those employed in veterinary health (including those involved in supporting emergency veterinary or livestock services); raising of animals for food; animal production operations; livestock markets; slaughter and packing plants, manufacturers, renderers, and associated regulatory and government workforce.
15. Transportation supporting animal agricultural industries, including movement of animal medical and reproductive supplies and material, animal vaccines, animal drugs, feed ingredients, feed, and bedding, live animals, animal medical materials; transportation of deceased animals for disposal; and associated regulatory and government workforce
16. Workers who support sawmills and the manufacture and distribution of fiber and forest products, including, but not limited to timber, paper, and other wood and fiber products
17. Employees engaged in the manufacture and maintenance of equipment and other infrastructure necessary to agricultural production and distribution
18. Workers at animal care facilities that provide food, shelter, veterinary and/or routine care and other necessities of life for animals.

Relevant Sector Guidance:

- [Food, Beverage, Other Services](#)
 - [Alimentos, Bebidas y Otros Sitios de Servicios Relacionados](#)
- [Food Industry and Food Supply Chain](#)

4. ENERGY

Sector Profile

The Energy Sector consists of widely diverse and geographically dispersed critical assets and systems that are often interdependent of one another. This critical infrastructure is divided into three interrelated segments or subsectors—electricity, oil, and natural gas—to include the production, refining, storage, and distribution of oil, gas, and electric power. The Energy Sector supplies fuels to the transportation industry, electricity to households and businesses, and other sources of energy that are integral to growth and production across the Nation. In turn, it depends on the Nation's transportation, information technology, communications, finance, water, and government infrastructures.

Essential Workforce, if remote working is not possible:

1. Workers supporting the energy sector, regardless of the energy source, segment of the system, or infrastructure the worker is involved in, or who are needed to monitor, operate, engineer, and maintain the reliability, safety, environmental health, physical and cyber security of the energy system, including power generation, transmission and distribution.
2. Workers supporting the energy sector, regardless of the energy source, needed for construction, manufacturing, transportation and logistics, maintenance, and permitting.
3. IT and OT technology for essential energy sector operations including support workers, customer service operations, call centers, and emergency response and customer emergency operations; energy management systems, control systems, Supervisory Control and Data Acquisition SCADA systems, and energy sector entity data centers; cybersecurity engineers; and cybersecurity risk management.
4. Workers providing services related to energy sector fuels and supply chains, supporting the procurement, mining, drilling, processing, refining, manufacturing, refueling, construction, logistics, transportation (including marine transport, terminals, rail and vehicle transport), permitting operation and maintenance, security, waste disposal, storage, and monitoring of support for resources;
5. Workers supporting environmental remediation and monitoring.
6. Workers supporting manufacturing and distribution of equipment, supplies, and parts necessary to maintain production, maintenance, restoration, and service at energy sector facilities across all energy sectors, and regardless of the energy source.
7. Workers at Independent System Operators and Regional Transmission Organizations, and Network Operations staff, engineers and technicians to manage the network or operate facilities.
8. Workers at Reliability Coordinator, Balancing Authorities, and primary and backup Control Centers, including but not limited to independent system operators, regional transmission organizations, and balancing authorities; and workers involved in energy commodity trading and scheduling.
9. Mutual assistance personnel, which may include workers from outside of the state or local jurisdiction
10. Retail fuel centers such as gas stations and truck stops, and the distribution systems that support them.

5. WATER AND WASTEWATER

Sector Profile

The Water and Wastewater Sector is a complex sector composed of drinking water and wastewater infrastructure of varying sizes and ownership types. Multiple governing authorities pertaining to the Water and Wastewater Sector provide for public health, environmental protection, and security measures, among others.

Essential Workforce, if remote working is not practical:

Employees needed to operate and maintain drinking water and wastewater/drainage infrastructure, including:

1. Operational staff at water authorities
2. Operational staff at community water systems
3. Operational staff at wastewater treatment facilities
4. Workers repairing water and wastewater conveyances and performing required sampling or monitoring
5. Operational staff for water distribution and testing
6. Operational staff at wastewater collection facilities
7. Operational staff and technical support for SCADA Control systems
8. Chemical disinfectant suppliers for water and wastewater and personnel protection
9. Workers that maintain digital systems infrastructure supporting water and wastewater operations

6. TRANSPORTATION AND LOGISTICS

Sector Profile

The Transportation Systems Sector consists of seven key subsectors, or modes:

- Aviation includes aircraft, air traffic control systems, and airports, heliports, and landing strips. Commercial aviation services at civil and joint-use military airports, heliports, and sea plane bases. In addition, the aviation mode includes commercial and recreational aircraft (manned and unmanned) and a wide variety of support services, such as aircraft repair stations, fueling facilities, navigation aids, and flight schools.
- Highway and Motor Carrier encompasses roadway, bridges, and tunnels. Vehicles include trucks, including those carrying hazardous materials; other commercial vehicles, including bicycles, commercial motor coaches and school buses; vehicle and driver licensing systems; taxis, transportation services including Transportation Network Companies, and delivery services including Delivery Network Companies; traffic management systems; AND cyber systems used for operational management.
- Maritime Transportation System consists of coastline, ports, waterways, and intermodal landside connections that allow the various modes of transportation to move people and goods to, from, and on the water.
- Mass Transit and Passenger Rail includes terminals, operational systems, and supporting infrastructure for passenger services by transit buses, trolleybuses, monorail, heavy rail—also known as subways or metros—light rail, passenger rail, and vanpool/rideshare.
- Pipeline Systems consist of pipelines carrying natural gas hazardous liquids, as well as various chemicals. Above-ground assets, such as compressor stations and pumping stations, are also included.
- Freight Rail consists of major carriers, smaller railroads, active railroad, freight cars, and locomotives.
- Postal and Shipping includes large integrated carriers, regional and local courier services, mail services, mail management firms, and chartered and delivery services.

Essential Workforce, if remote working is not practical:

1. Employees supporting or enabling transportation functions, including truck drivers, bus drivers, dispatchers, maintenance and repair technicians, warehouse workers, truck stop and rest area workers, towing and recovery services, roadside assistance workers, intermodal transportation personnel, and workers that maintain and inspect infrastructure
2. Working supporting or providing services that enable logistics operations for essential sectors, wholesale and retail sale, including warehousing, cooling, storing, packaging, and distributing products for wholesale or retail sale or use.
3. Workers supporting maintenance and operation of essential highway infrastructure, including roads, bridges, and tunnels.

4. Workers of firms providing services, supplies, and equipment that enable warehouse and operations, including cooling, storing, packaging, and distributing products for wholesale or retail sale or use.
5. Mass transit workers providing critical transit services and/or performing critical or routine maintenance to mass transit infrastructure or equipment.
6. Employees supporting personal and commercial transportation services, including taxis, bicycle services, Transportation Network Companies, and delivery services including Delivery Network Companies
7. Workers responsible for operating dispatching passenger, commuter and freight trains and maintaining rail infrastructure and equipment
8. Maritime transportation and inland waterway workers – to include maintenance and repair – including port authority and commercial facility personnel, dredgers, port workers, mariners, ship crewmembers, ship pilots and tugboat operators, ship supply, Chandler, and equipment operators.
9. Workers who support the operation, inspection, and maintenance of essential dams, locks, and levees.
10. Workers who support the inspection and maintenance of aids to navigation and other government-provided services that ensure continued maritime commerce.
11. Workers supporting transportation of chemicals, hazardous, medical, waste and recyclable materials to support critical sectors and infrastructure.
12. Automotive repair, maintenance, and transportation equipment manufacturing and distribution facilities.
13. Transportation safety inspectors, including hazardous material inspectors and accident investigator inspectors
14. Manufacturers and distributors (to include service centers and related operations) of lighting and communication systems, specialized signage and structural systems, emergency response equipment and support materials, printers, printed materials, packaging materials, pallets, crates, containers, and other supplies needed to support manufacturing, packaging staging and distribution operations
15. Postal, parcel, courier, last-mile delivery, and shipping workers, to include private companies who accept, process, transport, and deliver information and goods.
16. Workers who supply equipment and materials for maintenance of transportation equipment.
17. Employees who repair and maintain vehicles, aircraft, rail equipment, marine vessels, bicycles, and the equipment and infrastructure that enables operations that encompass movement of cargo and passengers
18. Workers who support air transportation for cargo and passengers, including operation distribution, maintenance, and sanitation. This includes air traffic controllers, flight dispatchers, maintenance personnel, ramp workers, fueling agents, flight crews, airport safety inspectors and engineers, airport operations personnel, aviation and aerospace safety workers, security, commercial space personnel, operations personnel, accident investigators, flight instructors, and other on- and off-airport facilities workers.
19. Workers critical to the manufacturing, distribution, sales, rental, leasing, repair, and maintenance of vehicles and other transportation equipment (including electric vehicle charging stations) and the supply chains that enable these operations, subject to adhering public health guidance issued by CDPH.
20. Workers who support the operation, inspection, and maintenance of essential public works facilities and operations, including bridges, water and sewer main breaks, fleet maintenance personnel, construction of critical or strategic infrastructure, construction material

suppliers, traffic signal maintenance, emergency location services for buried utilities, maintenance of digital systems infrastructure supporting public works operations, and other emergent issues

21. Workers who support, such as road and line clearing, to ensure the availability of needed facilities, transportation, energy and communications.

7. COMMUNICATIONS AND INFORMATION TECHNOLOGY

Sector Profile

The Communications Sector provides products and services that support the efficient operation of today's global information-based society. Communication networks enable people around the world to contact one another, access information instantly, and communicate from remote areas. This involves creating a link between a sender (including voice signals) and one or more recipients using technology (e.g., a telephone system or the Internet) to transmit information from one location to another. Technologies are changing at a rapid pace, increasing the number of products, services, service providers, and communication options. The national communications architecture is a complex collection of networks that are owned and operated by individual service providers. Many of this sector's products and services are foundational or necessary for the operations and services provided by other critical infrastructure sectors. The nature of communication networks involves both physical infrastructure (buildings, switches, towers, antennas, etc.) and cyber infrastructure (routing and switching software, operational support systems, user applications, etc.), representing a holistic challenge to address the entire physical-cyber infrastructure.

The IT Sector provides products and services that support the efficient operation of today's global information-based society and are integral to the operations and services provided by other critical infrastructure Sectors. The IT Sector is comprised of small and medium businesses, as well as large multinational companies. Unlike many critical infrastructure Sectors composed of finite and easily identifiable physical assets, the IT Sector is a functions-based Sector that comprises not only physical assets but also virtual systems and networks that enable key capabilities and services in both the public and private sectors.

Essential Workforce – Communications, if remote working is not practical:

1. Maintenance of communications infrastructure- including privately owned and maintained communication systems- supported by technicians, operators, call-centers, wireline and wireless providers, cable service providers, satellite operations, Internet Exchange Points, Network Access Points, back haul and front haul facilities, and manufacturers and distributors of communications equipment.
2. Workers performing functions related to undersea cable infrastructure and support facilities, including cable landing sites, beach manhole vaults and covers, submarine cable depots, and submarine cable ship facilities
3. Government and private sector employees supporting Department of Defense internet and communications facilities.
4. Workers who support radio, television, and media service, including, but not limited to front line news reporters, studio, and technicians for newsgathering, reporting, and publishing news.
5. Network Operations staff, engineers and/or technicians to include IT managers and staff, HVAC & electrical engineers, security personnel, software and hardware engineers, and database administrators that manage the network or operate facilities
6. Workers responsible for infrastructure construction and restoration, including contractors for construction and engineering of fiber optic cables, buried conduit, small cells, other wireless facilities, and other communications sector-related infrastructure. This includes construction of

new facilities and deployment of new technology required to address congestion or customer usage on remote services.

7. Installation, maintenance and repair technicians that establish, support or repair service as needed.
8. Central office personnel to maintain and operate central office, data centers, and other network office facilities, and critical support personnel assisting front line employees
9. Customer service and support staff, including managed and professional services as well as remote providers of support to transitioning employees to set up and maintain home offices, who interface with customers to manage or support service environments and security issues, including payroll, billing, fraud, logistics and troubleshooting
10. Workers providing electronic security, fire, monitoring, and life safety services, and who ensure physical security, cleanliness, and the safety of facilities and personnel, including those who provide temporary licensing waivers for security personnel to work in other States or Municipalities.
11. Dispatchers involved with service repair and restoration
12. Retail customer service personnel at critical service center locations for onboarding customers, distributing and repairing equipment and other supply chain personnel, to support individuals' remote emergency communications needs;
13. External Affairs personnel to assist in coordinating with local, state, and federal officials to address communications needs supporting COVID-19 response, public safety, and national security.
14. Workers responsible for ensuring that persons with disabilities have access to and the benefits of various communications platforms, including those involved in the provision of telecommunication relay services, closed captioning of broadcast television for the deaf, video relay services for deaf citizens who prefer communication via American Sign Language over text, and audio-description for television programming.

Essential Workforce - Information Technology, if remote working is not practical:

15. Workers who support command centers, including, but not limited to Network Operations Command Centers, Broadcast Operations Control Center and Security Operations Command Centers
16. Data center operators, including system administrators, HVAC & electrical engineers, security personnel, IT managers and purchasers, data transfer solutions engineers, software and hardware engineers, and database administrators
17. Workers who support client service centers, field engineers, and other workers supporting critical infrastructure, as well as manufacturers and supply chain vendors that provide hardware and software, support services, research and development, information technology equipment (to include microelectronics and semiconductors), and HVAC and electrical equipment for critical infrastructure and test labs and certification agencies that qualify such equipment for critical infrastructure.
18. Workers needed to pre-empt and respond to cyber incidents involving critical infrastructure,, and entities supporting the functioning of critical infrastructure sectors
19. Suppliers, designers, transporters and other workers supporting the manufacture, distribution, and construction of essential global, national and local infrastructure for computing services (including cloud computing services and teleworking capabilities), business infrastructure, financial transactions, web-based services, and critical manufacturing

20. Workers supporting communications systems, information technology, and work from home solutions
21. Employees required to support Software as a Service businesses that enable remote working, performance of business operations, distance learning, media services, and digital health offerings, or required for technical support crucial for business continuity and connectivity.

8. GOVERNMENT OPERATIONS AND OTHER COMMUNITY-BASED ESSENTIAL FUNCTIONS

Essential Workforce, if remote working is not practical.

1. Critical government workers, as defined by the employer and consistent with Continuity of Operations Plans and Continuity of Government plans.
2. County workers responsible for determining eligibility for safety net benefits
3. The Courts, consistent with guidance released by the California Chief Justice
4. Workers who support administration and delivery of unemployment insurance programs, income maintenance, employment service, disaster assistance, workers' compensation insurance and benefits programs, and pandemic assistance
5. Workers to ensure continuity of building functions, including but not limited to security and environmental controls, the manufacturing and distribution of the products required for these functions, and the permits and inspection for construction.
6. Elections personnel
7. Federal, State, and Local, Tribal, and Territorial employees who support Mission Essential Functions and communications networks
8. Trade Officials (FTA negotiators; international data flow administrators)
9. Weather forecasters
10. Workers that maintain digital systems infrastructure supporting other critical government operations
11. Workers who support necessary credentialing, vetting and licensing operations for critical sector workers and operations.
12. Workers who are critical to facilitating trade in support of the national, state, and local emergency response supply chain
13. Workers supporting public and private childcare establishments, pre-K establishments, K-12 schools, colleges, and universities for purposes of distance learning, provision of school meals, or care and supervision of minors to support essential workforce across all sectors
14. Staff at government offices who perform title search, notary, and recoding services in support of mortgage and real estate services and transactions;
15. Workers and instructors supporting academies and training facilities and courses for the purpose of graduating students and cadets that comprise the essential workforce for all identified critical sectors
16. Clergy for essential support and faith-based services that are provided through streaming or other technologies that support physical distancing and state public health guidelines.
17. Human services providers, especially for at risk populations, including home delivered meal providers for older adults, people with disabilities, and others with chronic health conditions; home-maker services for frail, homebound, older adults; personal assistance services providers to support activities of daily living for older adults, people with disabilities, and others with chronic health conditions who live independently in the community with supports and services; home health providers who deliver health care services for older adults, people with disabilities, and others with chronic health conditions who live independently in the community with supports and services.
18. Government entities, and contractors that work in support of local, state, and federal public health and medical mission sets, including but not limited to supporting access to healthcare and associated payment functions, conducting public health functions, providing medical care,

supporting emergency management, or other services necessary for supporting the COVID-19 response.

Relevant Sector Guidance:

- Schools and institutions of higher education
 - [Guidance for schools \(PDF\)](#)
 - [Directrices para las escuelas sobre el nuevo coronavirus o COVID-19 \(PDF\)](#)
 - [Guidance for colleges and universities](#)
 - [Directrices para las instituciones de educación superior sobre el nuevo coronavirus o COVID-19](#)
- [Guidance for K-12 Schools: Distance Learning, School Meals, Child Care and Student Supervision](#)
- [Guidance for Using Disinfectants at Schools and Child Cares](#)
 - [Recordatorios para el uso de desinfectantes en las escuelas y guarderías](#)
- [Community care facilities, including assisted living facilities and child care](#)

9. CRITICAL MANUFACTURING

Sector Profile

The Critical Manufacturing Sector identifies several industries to serve as the core of the sector: Primary Metals Manufacturing, Machinery Manufacturing, Electrical Equipment, Appliance, and Component Manufacturing, Transportation Equipment Manufacturing Products made by these manufacturing industries are essential to many other critical infrastructure sectors.

Essential Workforce, if remote working is not practical

1. Workers necessary for the manufacturing of metals, industrial minerals, semiconductors, materials and products needed for supply chains of the critical infrastructure sectors.
2. Workers necessary for the manufacturing of materials and products needed to manufacture medical equipment and personal protective equipment
3. Workers necessary for mining and production of critical minerals, materials and associated essential supply chains, and workers engaged in the manufacture and maintenance of equipment and other infrastructure necessary for mining production and distribution.
4. Workers who produce or manufacture parts or equipment that supports continued operations for any essential services and increase in remote workforce, including computing and communication devices, semiconductors, and equipment such as security tools for Security Operations Centers (SOCs) or data centers.
5. Workers manufacturing or providing parts and equipment that enable the maintenance and continued operation of essential businesses and facilities.

10. FINANCIAL SERVICES

Sector Profile

The Financial Services Sector includes thousands of depository institutions, providers of investment products, insurance companies, other credit and financing organizations, and the providers of the critical financial utilities and services that support these functions. Financial institutions vary widely in size and presence, ranging from some of the world's largest global companies with thousands of employees and many billions of dollars in assets, to community banks and credit unions with a small number of employees serving individual communities. Whether an individual savings account, financial derivatives, credit extended to a large organization, or investments made to a foreign country, these products allow customers to: Deposit funds and make payments to other parties; Provide credit and liquidity to customers; Invest funds for both long and short periods; Transfer financial risks between customers.

Essential Workforce, if remote working is not practical:

1. Workers who are needed to process and maintain systems for processing financial transactions and services, including payment, clearing, and settlement; wholesale funding; insurance services; and capital markets activities
2. Workers who are needed to maintain orderly market operations to ensure the continuity of financial transactions and services.
3. Workers who are needed to provide business, commercial, and consumer access to banking and non-bank financial and lending services, including ATMs, lending money transmission, and to move currency, checks, securities, and payments
4. Workers who support financial operations, such as those staffing call, data and security operations centers, managing physical security, or providing accounting services.
5. Workers supporting production and distribution of debit and credit cards.
6. Workers providing electronic point of sale support personnel for essential businesses and workers.

11. CHEMICAL & HAZARDOUS MATERIALS

Sector Profile

The Chemical Sector—composed of a complex, global supply chain—converts various raw materials into diverse products that are essential to modern life. Based on the product produced, the sector can be divided into five main segments, each of which has distinct characteristics, growth dynamics, markets, new developments, and issues: Basic chemicals; Specialty chemicals; Agricultural chemicals; Pharmaceuticals; Consumer products.

Essential Workforce, if remote working is not practical:

1. Workers supporting the chemical and industrial gas supply chains, including workers at chemical manufacturing plants, workers in laboratories, workers at distribution facilities, workers who transport basic raw chemical materials to the producers of industrial and consumer goods, including hand sanitizers, food and food additives, pharmaceuticals, textiles, building materials, plumbing, electrical and paper products.
2. Workers supporting the safe transportation of chemicals, including those supporting tank truck cleaning facilities and workers who manufacture packaging items
3. Workers supporting the production of protective cleaning and medical solutions, personal protective equipment, disinfectants, and packaging that prevents the contamination of food, water, medicine, among others essential products
4. Workers supporting the operation and maintenance of facilities (particularly those with high risk chemicals and/ or sites that cannot be shut down) whose work cannot be done remotely and requires the presence of highly trained personnel to ensure safe operations, including plant contract workers who provide inspections
5. Workers who support the production and transportation of chlorine and alkali manufacturing, single-use plastics, and packaging that prevents the contamination or supports the continued manufacture of food, water, medicine, and other essential products, including glass container manufacturing
6. Workers at nuclear facilities, workers managing medical waste, workers managing waste from pharmaceuticals and medical material production, and workers at laboratories processing test kits
7. Workers who support hazardous materials response and cleanup
8. Workers who maintain digital systems infrastructure supporting hazardous materials management operations
9. Workers who support the removal, storage, and disposal of residential and commercial solid waste and hazardous waste, including landfill and recycling operations.

12. DEFENSE INDUSTRIAL BASE

Sector Profile

The Defense Industrial Base Sector is the worldwide industrial complex that enables research and development, as well as design, production, delivery, and maintenance of military weapons systems, subsystems, and components or parts, to meet U.S. military requirements. The Defense Industrial Base partnership consists of Department of Defense components, Defense Industrial Base companies and their subcontractors who perform under contract to the Department of Defense, companies providing incidental materials and services to the Department of Defense, and government-owned/contractor-operated and government-owned/government-operated facilities. Defense Industrial Base companies include domestic and foreign entities, with production assets located in many countries. The sector provides products and services that are essential to mobilize, deploy, and sustain military operations.

Essential Workforce, if remote working is not practical:

1. Workers who support the essential services required to meet national security commitments to the federal government and U.S. Military, including, but are not limited to, space and aerospace workers, nuclear matters workers, mechanical and software engineers (various disciplines), manufacturing and production workers, IT support, security staff, security personnel, intelligence support, aircraft and weapon system mechanics and maintainers, and sanitary workers who maintain the hygienic viability of necessary facilities.
2. Personnel working for companies, and their subcontractors, who perform under contract or sub-contract to the Department of Defense (DoD) and the Department of Energy (DoE) (on nuclear matters), as well as personnel at government-owned/contractor operated facilities, and who provide materials and services to the DoD and DoE (on nuclear matters), including support for weapon systems, software systems and cybersecurity, defense and intelligence communications, surveillance, sale of U.S. defense articles and services for export to foreign allies and partners (as authorized by the U.S. government), and space systems and other activities in support of our military, intelligence, and space forces.

13. INDUSTRIAL, COMMERCIAL, RESIDENTIAL, and SHELTERING FACILITIES AND SERVICES

Essential Workforce, if remote working is not practical:

1. Construction Workers who support the construction, operation, inspection, and maintenance of construction sites and construction projects (including housing, commercial, and mixed-use construction); and workers who support the supply chain of building materials from production through application/installation, including cabinetry, fixtures, doors, cement, hardware, plumbing, electrical, heating/cooling, refrigeration, appliances, paint/coatings, and employees who provide services that enable repair materials and equipment for essential functions.
2. Workers such as plumbers, electricians, exterminators, and other service providers who provide services that are necessary to maintaining the safety, sanitation, construction material sources, and essential operation of construction sites and construction projects (including those that support such projects to ensure the availability of needed facilities, transportation, energy and communications; and support to ensure the effective removal, storage, recycling and disposal of solid waste and hazardous waste)
3. Workers such as plumbers, electricians, exterminators, and other service providers who provide services that are necessary to maintaining the safety, sanitation, and essential operation of residences, businesses, and buildings such as hospitals and senior living facilities, including any facility supporting COVID-19 response.
4. Workers who support the supply chain of building materials from production through application and installation, including cabinetry, fixtures, doors, cement, hardware, plumbing (including parts and services), electrical, heating and cooling, refrigeration, appliances, paint and coatings, and workers who provide services that enable repair materials and equipment for essential functions.
5. Workers in hardware and building materials stores, consumer electronics, technology and appliances retail, and related merchant retailers, wholesalers and distributors that support essential workforce functions where sales and operations cannot be conducted online
6. Warehouse operators, including vendors and support personnel critical for business continuity (including heating, ventilation, and air conditioning (HVAC) and electrical engineers, security personnel, and janitorial staff), e-commerce or online commerce, and customer service for essential functions.
7. Workers supporting the operations of commercial buildings that are critical to safety, security, and the continuance of essential activities, such as on-site property managers, building engineers, security staff, fire safety directors, janitorial personnel, and service technicians (e.g., mechanical, HVAC, plumbers, electricians, and elevator).
8. Workers supporting ecommerce through distribution, warehouse, call center facilities, and other essential operational support functions, that accept, store, and process goods, and that facilitate their transportation and delivery
9. Workers distributing, servicing, repairing, installing residential and commercial HVAC systems, boilers, furnaces and other heating, cooling, refrigeration, and ventilation equipment.
10. Workers managing or servicing hotels or other commercial and residential buildings that are used for COVID-19 mitigation and containment measures, treatment measures, provide accommodation for essential workers, or providing housing solutions, including measures to protect homeless populations.

11. Workers responsible for the leasing of residential and commercial properties to provide individuals and families with ready access to available housing.
12. Residential and commercial real estate workers, limited to scheduled property viewings to a potential buying party. This does not extend to open-house viewings, nor viewings with more than one buying party at a time.
13. Professional services, such as legal or accounting services, when necessary to assist in compliance with legally mandated activities and critical sector services
14. Workers responsible for handling property management, maintenance, and related service calls who can coordinate the response to emergency “at-home” situations requiring immediate attention, as well as facilitate the reception of deliveries, mail, and other necessary services.
15. Workers supporting the entertainment industries, studios, and other related establishments, provided they follow covid-19 public health guidance around physical distancing.
16. Workers that provide or determine eligibility for food, shelter, in-home supportive services, child welfare, adult protective services and social services, and other necessities of life for economically disadvantaged or otherwise needy individuals (including family members)
17. Workers performing services in support of the elderly and disabled populations who coordinate a variety of services, including health care appointments and activities of daily living.
18. Workers who provide support to vulnerable populations to ensure their health and well-being including family care providers.
19. Workers providing dependent care services, particularly those whose services ensure essential workers can continue to work.
20. Workers who support food, shelter, and social services, and other necessities of life for economically disadvantaged or otherwise needy individuals, such as those residing in shelters.
21. Workers in laundromats, laundry services, and dry cleaners.
22. Workers providing disinfection services, for all essential facilities in essential sectors
23. Workers necessary for the installation, maintenance, distribution, and manufacturing of water and space heating equipment and its components.
24. Support required for continuity of services, including commercial disinfectant services, janitorial/cleaning personnel, and support personnel functions that need freedom of movement to access facilities in support of front-line employees.

Relevant Sector Guidance:

- [Cleaning & Waste Management for Residences 2/2020](#)
- [Essential/Emergency Personnel Providing Critical In-Home Services](#)
- [Home cleaning with COVID-19 positive individuals](#)
- [Recommended Strategic Approaches for COVID-19 Response for Individuals Experiencing Homelessness](#)
- [Flow Chart: COVID-19 Recommended Protocol for People Experiencing Homelessness](#)
- [Homeless Assistance Providers](#)
- [Immigrant Communities](#)
 - [Las Comunidades de Inmigrantes](#)
- [Pets & People](#)

**EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA**

EXECUTIVE ORDER N-37-20

WHEREAS on March 4, 2020, I proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19; and

WHEREAS in a short period of time, COVID-19 has rapidly spread throughout California, necessitating stringent public health emergency orders as well as guidance from federal, state, and local public health officials; and

WHEREAS on March 16, 2020, I issued Executive Order N-28-20, suspending state law limitations on local jurisdictions that impose restrictions on evictions; and

WHEREAS on March 19, 2020, I issued Executive Order N-33-20, ordering all residents to immediately heed the Order of the State Public Health Officer for all residents, unless exempted, to stay home or at their place of residence; and

WHEREAS many Californians are experiencing or will experience substantial losses of income as a result of business closures, the loss of hours or wages, or layoffs related to COVID-19, hindering their ability to keep up with their rent, and leaving them vulnerable to eviction; and

WHEREAS minimizing evictions during this period is critical to reducing the spread of COVID-19 in vulnerable populations by allowing all residents to stay home or at their place of residence in compliance with Executive Order N-33-20; and

WHEREAS Chief Justice Tani Cantil-Sakauye issued advisory guidance on March 20, 2020 for superior courts to suspend most civil trials and hearings for at least 60 days, and on March 23, 2020, suspended all jury trials for a period of 60 days, and extended by 60 days the time period for the holding of a civil trial; and

WHEREAS on March 25, 2020 the Department of Business Oversight secured support from national banks, state banks and credit unions for temporary delays in mortgage payments and foreclosure sales and evictions for homeowners who have economic impacts from COVID-19 with the objective of maximizing consistency and minimizing hurdles potentially faced by borrowers.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes of the State of California, and in particular, Government Code sections 8567 and 8571, do hereby issue the following Order to become effective immediately:

IT IS HEREBY ORDERED THAT:

- 1) The deadline specified in Code of Civil Procedure section 1167 shall be extended for a period of 60 days for any tenant who is served, while

this Order is in effect, with a complaint that seeks to evict the tenant from a residence or dwelling unit for nonpayment of rent and who satisfies all of the following requirements:

- a. Prior to the date of this Order, the tenant paid rent due to the landlord pursuant to an agreement.
 - b. The tenant notifies the landlord in writing before the rent is due, or within a reasonable period of time afterwards not to exceed 7 days, that the tenant needs to delay all or some payment of rent because of an inability to pay the full amount due to reasons related to COVID-19, including but not limited to the following:
 - (i) The tenant was unavailable to work because the tenant was sick with a suspected or confirmed case of COVID-19 or caring for a household or family member who was sick with a suspected or confirmed case of COVID-19;
 - (ii) The tenant experienced a lay-off, loss of hours, or other income reduction resulting from COVID-19, the state of emergency, or related government response; or
 - (iii) The tenant needed to miss work to care for a child whose school was closed in response to COVID-19.
 - c. The tenant retains verifiable documentation, such as termination notices, payroll checks, pay stubs, bank statements, medical bills, or signed letters or statements from an employer or supervisor explaining the tenant's changed financial circumstances, to support the tenant's assertion of an inability to pay. This documentation may be provided to the landlord no later than the time upon payment of back-due rent.
- 2) No writ may be enforced while this Order is in effect to evict a tenant from a residence or dwelling unit for nonpayment of rent who satisfies the requirements of subparagraphs (a)-(c) of paragraph 1.
- 3) The protections in paragraphs 1 and 2 shall be in effect through May 31, 2020.

Nothing in this Order shall prevent a tenant who is able to pay all or some of the rent due from paying that rent in a timely manner or relieve a tenant of liability for unpaid rent.

Nothing in this Order shall in any way restrict state or local governmental authority to order any quarantine, isolation, or other public health measure that may compel an individual to remain physically present in a particular residential property.

IT IS FURTHER ORDERED that this Order supersedes Executive Order N-28-20 to the extent that there is any conflict with that Order.

This 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 proclamation 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 27th day of March 2020.

A handwritten signature in black ink, appearing to read 'Gavin Newsom', written over a horizontal line.

GAVIN NEWSOM
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State

**EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA**

EXECUTIVE ORDER N-39-20

WHEREAS on March 4, 2020, I proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19; and

WHEREAS despite sustained efforts, COVID-19 continues to spread at a rapid rate, threatening to overwhelm California's healthcare delivery system; and

WHEREAS California is preparing for a surge in the number of people who will need hospital care during the COVID-19 outbreak by increasing the number of hospital beds and post-acute care facilities that can treat and serve patients; and

WHEREAS this anticipated increase in the use of the healthcare system will require an increase in the health care workforce such as nurses, doctors, medical assistants, and emergency medical technicians; and

WHEREAS maximizing the number of qualified and capable medical and healthcare workers in service in California is imperative to ensure that Californians impacted by COVID-19 can access medical treatment; and

WHEREAS, the anticipated surge requires temporary adjustment of California's staffing and health and safety standards for health providers and health facilities, which are among the strongest in the nation, as numerous professionals are unable to satisfy professional licensing requirements in light of the COVID-19 pandemic that then subsequently prevent them from providing necessary medical and healthcare assistance to the public; and

WHEREAS, our most vulnerable residents who rely on state and local government for social services need additional support during this time; and

WHEREAS the Department of Developmental Services operates Stabilization, Training, Assistance and Reintegration (STAR) community crisis homes to treat individuals with developmental disabilities in acute crisis and additional STAR homes are required to provide treatment to such individuals and to protect the public health during the COVID-19 crisis; and

WHEREAS federal guidance permits monthly caseworker visits with children under court jurisdiction to be accomplished through videoconferencing in limited circumstances, such as a declaration of an emergency that prohibits or strongly discourages face-to-face contact for public health reasons; and

WHEREAS under the provisions of Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this order would prevent, hinder, or delay appropriate actions to prevent and mitigate the effects of the COVID-19 pandemic.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes of the State of California, and in particular, Government Code sections 8567 and 8571, do hereby issue the following Order to become effective immediately:

IT IS HEREBY ORDERED THAT:

- 1) To assist in the care and/or to protect the health of individuals in hospitals and other health facilities, and due to the COVID-19 outbreak, the director of the State Department of Public Health may, to the extent necessary and only for the duration of the declared emergency, waive any of the licensing and staffing requirements of chapters 2 and 2.4 of division 2 of the Health and Safety Code and any accompanying regulations with respect to any hospital or health facility identified in Health and Safety Code section 1250. Any waiver shall include alternative measures that, under the circumstances, will allow the facilities to treat patients while protecting public health and safety. To the extent the facility maintains a disaster and mass casualty plan, the facility granted a waiver shall be established and operate in accordance with that plan. Any waivers granted pursuant to this paragraph shall be posted on the Department's website.
- 2) To facilitate the continued provision of care due to the COVID-19 outbreak, the director of the State Department of Public Health may, to the extent necessary and only for the duration of the declared emergency, waive any of the professional licensing and certification requirements and amend scopes of practice of chapters 2, 2.35, and 8 of division 2 of the Health and Safety Code and any accompanying regulations with respect to certified nursing assistants, home health aides, and nursing home administrators, and chapter 3, division 2 of the Business and Professions Code and accompanying regulations with respect to certified hemodialysis technicians. The Department shall provide guidance to facilities directing the appropriate qualifications and scope of practice for each classification operating under a waiver based on sound clinical guidelines and the individual's training, education, and work experience. Any waiver shall include alternative measures that, under the circumstances, will allow the facilities to treat patients while protecting public health and safety. Any waivers granted pursuant to this paragraph shall be posted on the Department's website.
- 3) The certification and permitting requirements of the Radiologic Technology Act (as identified in Health and Safety Code section 27) are, only for the duration of the declared emergency, suspended for all persons:
 - (i) whose certificate or permit issued pursuant to the Radiological Technology Act is expired, regardless of expiration date, or has been canceled; or
 - (ii) who hold Radiography certification issued by the American Registry of Radiologic Technologists or are an American Registry of Radiologic Technologists Registered Radiologist Assistant; or
 - (iii) who are credentialed as Radiology Practitioner Assistants by the Certification Board for Radiology Practitioner Assistants; or

- (iv) who are certified, permitted or otherwise authorized to perform radiologic technology by passing a State-required examination by a state other than the State of California; and
- (v) who are working under the supervision of a person licensed under the Medical Practice Act, except that the requirement to be under supervision shall not apply to a licentiate of the healing arts, as defined in the Radiological Technology Act; and
- (vi) who are deemed by a health facility as necessary workforce for purposes of this Order.

The specific certification requirements of Health and Safety Code section 107110 are suspended for any person who is licensed under the Medical Practice Act (Business and Professions Code sections 2000, et seq.). Except for persons licensed under the Medical Practice Act, this suspension of certification and permitting requirements shall not apply to persons who have never been either certified or permitted by the Department of Public Health, or certified, permitted, or otherwise authorized by the American Registry of Radiologic Technologists, the Certification Board for Radiology Practitioner Assistants, or any other state. This suspension of certification and permitting requirements shall also not apply to persons whose certificate, permit, or other authorization has been revoked or suspended for cause by the Department of Public Health, the American Registry of Radiologic Technologists, the Certification Board for Radiology Practitioner Assistants, or any other state.

- 4) To ensure hospitals are adequately prepared and staffed to treat COVID-19 patients, the Director of the State Department of Public Health may temporarily waive licensing requirements in Health and Safety Code section 1277 and sections 70203(a)(2), 70701(a)(1)(E), 70703(b), and 70705(a) of Chapter 1, Article 3, of Title 22, that pertain to the credentialing and privileging of physicians. Any waiver shall include alternate measures that, under the circumstances, ensure the competency of physicians providing medical services at the hospital.
- 5) To facilitate the continued provision of care to individuals affected by the COVID-19 outbreak, the Director of the Department of Consumer Affairs may to the extent necessary and only for the duration of the declared emergency, waive any of the professional licensing requirements and amend scopes of practice in Division 2 of the Business and Professions Code, and any accompanying regulations. Professional licensing requirements should be interpreted broadly to effectuate the purposes of this executive order, and they include, but are not limited to, the examination, education, experience, and training requirements necessary to obtain and maintain licensure, and requirements governing the practice and permissible activities for licensees. The Department, in conjunction with the relevant licensing board, shall provide guidance identifying the appropriate qualifications and scope of practice for each classification operating under a waiver based on sound clinical guidelines and the individual's training, education, and work experience. Any waiver may include alternative measures that, under the circumstances, will allow the regulated individual to treat patients while protecting public health

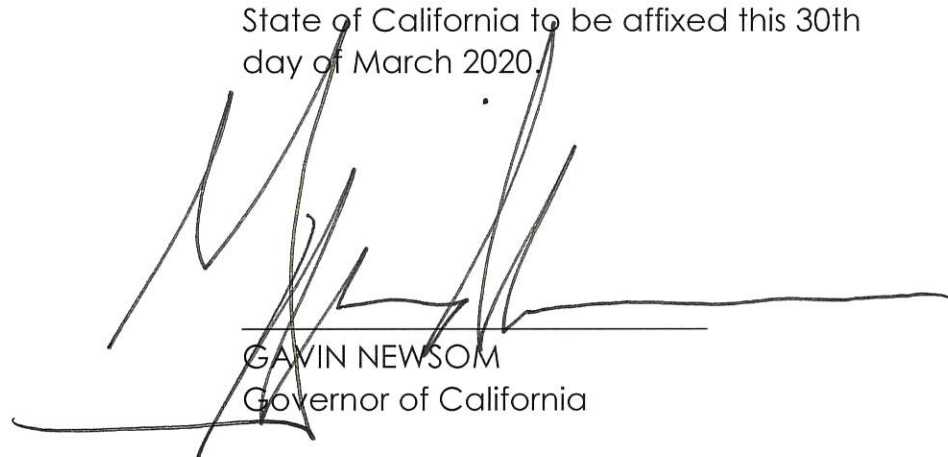
and safety. Any waivers granted pursuant to this paragraph shall be posted on the Department's website.

- 6) To ensure the continued operation of the Emergency Medical Services (EMS) system without unduly endangering the people of California during the COVID-19 outbreak, the Director of the California Emergency Medical Services Authority may as necessary and only for the duration of the declared emergency, suspend any licensing, certification, or training requirements for EMS personnel as contained in the EMS Act Chapters 2, 3, and 4, and accompanying regulations, including the authority to permit EMS personnel to provide services in any setting as authorized by the Director for the performance of the current scope of practice. The Authority shall provide guidance to local emergency medical services authorities directing the appropriate qualifications and scope of practice for each classification operating under a waiver based on sound clinical guidelines and the individual's training, education, and work experience. Any waivers granted pursuant to this paragraph shall be posted on the Authority's website.
- 7) Notwithstanding the Government Code section 14669, or any other law, the Director of the Department of Developmental Services has the authority to enter into a lease, lease-purchase, lease with option to purchase any real or personal property or any other agreement to procure residences or facilities and necessary equipment, goods or services to serve those individuals with development disabilities in crisis, to respond to, mitigate the effects or prevent the spread of COVID-19 to individuals with developmental disabilities or the general community. The leases or agreements may be executed without the review or prior approval of any other state department or agency. The leases or agreements executed pursuant to this provision shall be in effect so long as necessary to address the COVID-19 crisis or its effects.
- 8) The Department of Social Services may, to the extent the Department deems necessary to respond to the COVID-19 crisis, allow any state monthly face-to-face caseworker visitation requirement, standard, or criteria set forth in the Welfare and Institutions Code sections 16501.1, subdivision (l), 16516.5, and 16516.6, as well as accompanying regulations or other written directives, policies or procedures, to be accomplished through videoconferencing, instead of in-person contact. This flexibility shall only be utilized by caseworkers in keeping with guidance from the Department and after a child-specific decision based on the training and experience of the social worker, considering all available information, that an in-person visit is not necessary to ensure the child's safety and well-being. Any flexibility granted pursuant to this paragraph shall not waive or conflict with applicable federal requirements in United States Code, Title 42, sections 622, subdivision (b)(17) and 624, subdivision (f), as modified for emergency waivers in guidance issued March 18, 2020, in the Child Welfare Policy Manual Title IV-B, section 7.3, question 8 and shall expire at the end of the emergency declaration, in 90 days, or sooner as determined by the Department. Any flexibility granted pursuant to this paragraph shall be posted to the Department's website.

IT IS FURTHER ORDERED 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.

This 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.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 30th day of March 2020.

A large, stylized handwritten signature in dark ink, likely belonging to Gavin Newsom, is written over a horizontal line. The signature is composed of several sharp, sweeping strokes.

GAVIN NEWSOM
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State

**EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA**

EXECUTIVE ORDER N-42-20

WHEREAS on March 4, 2020, I proclaimed a state of emergency to exist in California as a result of the threat of COVID-19; and

WHEREAS it is the established policy of the State under Water Code section 106.3 that every human being has the right to safe, clean, affordable, and accessible water adequate for human consumption, cooking, and sanitary purposes; and

WHEREAS to limit the spread of COVID-19 it is crucial that Californians wash their hands regularly and thoroughly; and

WHEREAS many Californians are experiencing or will experience substantial losses of income as a result of business closures, the loss of work hours or wages, or layoffs related to COVID-19, which may hinder their ability to make payments for water service and subject them to water shutoffs due to non-payment; and

WHEREAS many small businesses that provide services essential to the health and well-being of Californians have experienced substantial reductions in income, which may hinder their ability to make payments for water service and subject them to water shutoffs due to non-payment; and

WHEREAS the California Public Utilities Commission has directed private water utilities under its jurisdiction to implement customer service protections, including a moratorium on service disconnections, during the COVID-19 emergency; and

WHEREAS more than 100 public and private water systems have voluntarily agreed to halt disconnections as well; and

WHEREAS under the provisions of Government Code section 8571, I find that strict compliance with the various statutes and regulations concerning water shutoffs specified in this order would prevent, hinder, or delay appropriate actions to prevent and mitigate the effects of the COVID-19 pandemic.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and the statutes of the State of California, and in particular, Government Code sections 8567, 8570, 8571, and 8627, do hereby issue the following order to become effective immediately:

IT IS HEREBY ORDERED THAT:

- 1) The authority of urban and community water systems, as defined in Health and Safety Code section 116902, subdivision (d), to discontinue residential service, as defined in Health and Safety Code section 116902, subdivision (c), for non-payment under Health and Safety Code sections 116908 and 116910, is suspended.
- 2) Water systems not subject to the requirements of Health and Safety Code sections 116908 and 116910 shall not discontinue residential

service, as defined in Health and Safety Code section 116902, subdivision (c), for non-payment.

- 3) Water systems shall restore any residential service to occupied residences that has been discontinued for nonpayment since March 4, 2020.
- 4) Water systems shall not discontinue service to any business in the critical infrastructure sectors designated by the State Public Health Officer as critical to protect the health and well-being of all Californians that qualifies as a small business under 13 C.F.R. § 121.201 of the Small Business Administration's regulations.
- 5) The State Water Resources Control Board shall identify best practices, guidelines, or both to be implemented during the COVID-19 emergency (i) to address non-payment or reduced payments, (ii) to promote and to ensure continuity of service by water systems and wastewater systems, and (iii) to provide measures such as the sharing of supplies, equipment and staffing to relieve water systems under financial distress.

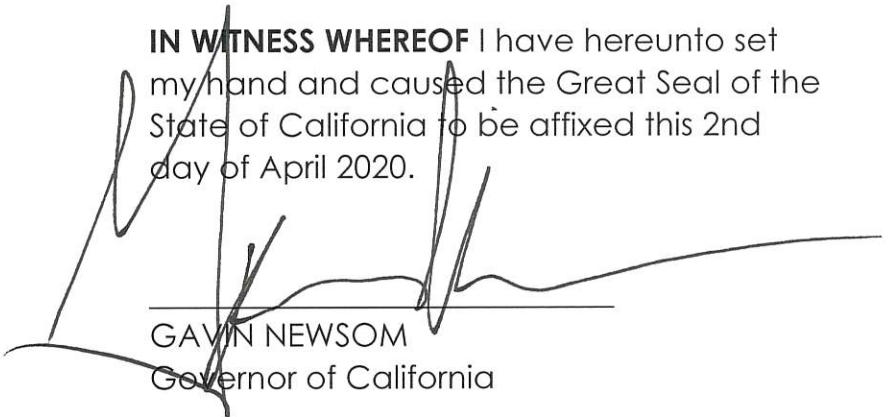
Nothing in this Order eliminates the obligation of water customers to pay for water service, prevents a water system from charging a customer for such service, or reduces the amount a customer already may owe to a water system.

Nothing in this Order modifies the obligations of urban and community waters systems to comply with provisions of the Water Shutoff Protection Act not specifically addressed by this Order or other applicable laws, regulations, and guidelines.

IT IS FURTHER ORDERED 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.

This 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.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 2nd day of April 2020.



GAVIN NEWSOM
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State

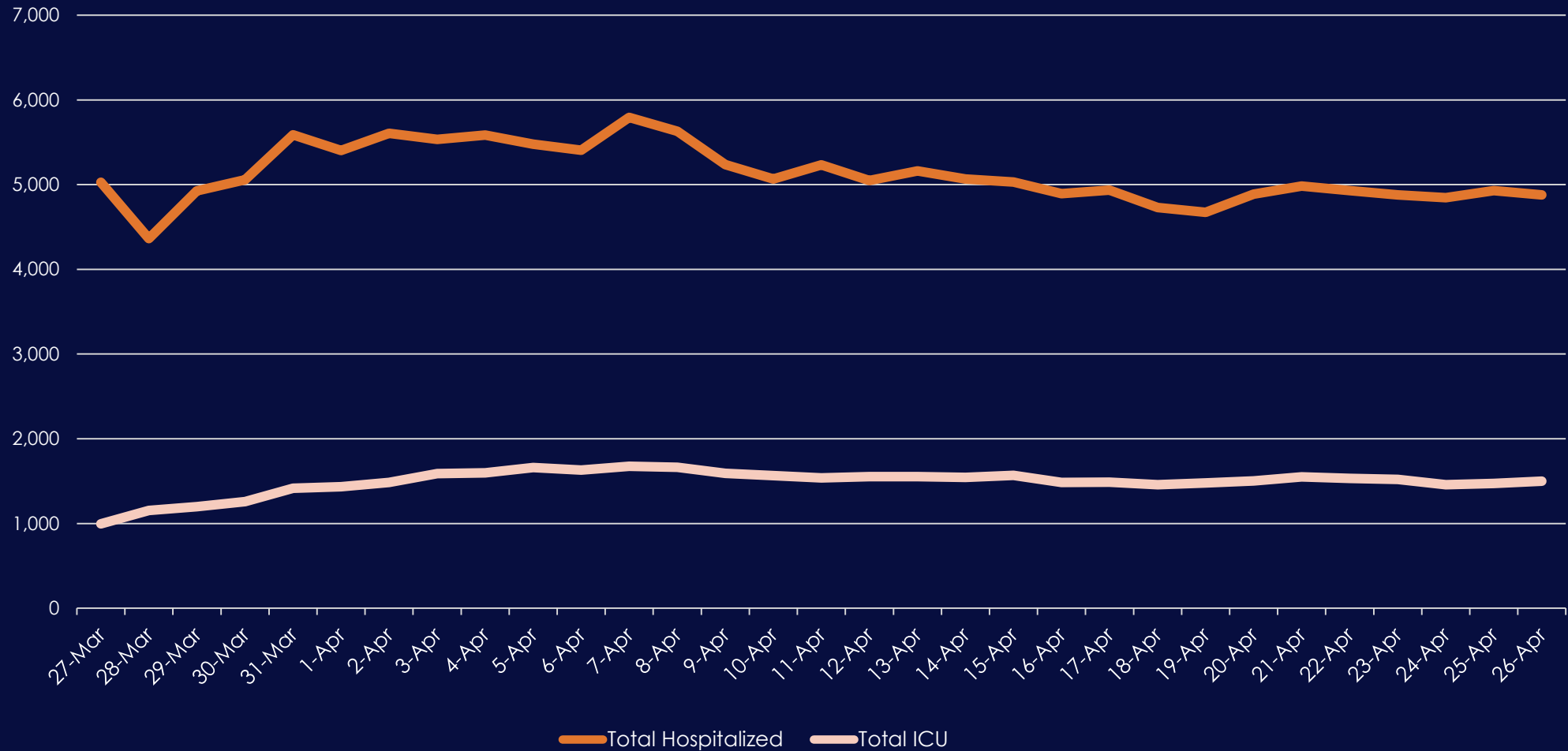


Update on California's Pandemic Roadmap

6 Indicators for Modifying Stay-at-Home Order

- Ability to test, contact trace, isolate, and support the exposed
- Ability to protect those at high risk for COVID-19
- Surge capacity for hospital and health systems
- Therapeutic development to meet the demand
- Ability of businesses, schools, and childcare facilities to support physical distancing
- Determination of when to reinstitute measures like Stay-At-Home

California Hospitalization Trend Lines



Total includes both COVID-19 confirmed positive hospitalizations as well as COVID-19 suspect hospitalizations.

The Basics



COVID-19 is not going away soon.



Modifications to Stay-At-Home Order must be guided by health risk and a commitment to equity.



Taking responsibility is key at all levels – individual, business, and government.

Resilience Roadmap Stages

STAGE 1: Safety and Preparedness

Making essential workforce environment as safe as possible.

STAGE 2: Lower Risk Workplaces

Creating opportunities for lower risk sectors to adapt and re-open.

Modified school programs and childcare re-open.

STAGE 3: Higher Risk Workplaces

Creating opportunities for higher risk sectors to adapt and re-open.

STAGE 4: End of Stay-At-Home Order

Return to expanded workforce in highest risk workplaces.

Requires
Therapeutics.

Stage 1: Safety and Preparedness

This is where we are now.

- **Continue to build out testing, contact tracing, PPE, and hospital surge capacity.**
- **Continue to make essential workplaces as safe as possible.**
 - Physical and work flow adaption
 - Essential workforce safety net
 - Make PPE more widely available
 - Individual behavior changes
- **Prepare sector-by-sector safety guidelines for expanded workforce.**

Stage 2: Lower Risk Workplaces

Gradually opening some lower risk workplaces with ADAPTATIONS:

- Retail (e.g. curbside pickup)
- Manufacturing
- Offices (when telework not possible)
- Opening more public spaces

Expanded Workforce Safety Net:

- Wage replacement so workers can stay home when sick

Stage 2: Lower Risk Workplaces

Schools and Childcare Facilities with Adaptations:

- Summer programs and next school year potentially starting sooner (July/August)
- Childcare facilities to provide more care
- Address learning gaps
- Ensure students and staff are protected
- Allow broader workforce to return to work

Actions needed to get from Stage 1 to Stage 2



Government Actions

- Policies that allow people to stay home when they're sick
- Guidance provided on how to reduce risk



Business Actions

- Wage replacement so workers can stay home when sick
- Implement adaptations to lower-risk workplaces NOW
- Employees continue to work from home when possible



Individual Actions

- Safety precautions – physical distancing, face coverings, etc.
- Avoid all non-essential travel
- Support and care for people who are at high risk

When are we ready for Stage 2?

Key indicator considerations to move to Stage 2:

- Hospitalization and ICU trends stable.
- Hospital surge capacity to meet demand.
- Sufficient PPE supply to meet demand.
- Sufficient testing capacity to meet demand.
- Contact tracing capacity statewide.

Transition to Stage 2 will occur through a statewide modification to the Stay-At-Home Order.

Opportunity for Regional Variations

During Stage 2, counties may choose to relax stricter local orders at their own pace.

Following Stage 2, once a statewide COVID-19 surveillance system is made possible through testing, further regional variations could be supported.

State will consult and collaborate closely with local governments.

Stage 3: Higher Risk Workplaces

Open higher risk environments with adaptations and limits on size of gatherings:

- Personal care (hair and nail salons, gyms)
- Entertainment venues (movie theaters, sports without live audiences)
- In-person religious services (churches, weddings)

Stage 4: End of Stay-At-Home Order

Re-open highest risk workplaces with all indicators satisfied once therapeutics have been developed:

- Concerts
- Convention Centers
- Live audience sports

Be Part of the Solution

Stay Home. Practice Physical Distancing.

We are enlisting all Californians to help inform the development of guidance for sectors across our economy.

This guidance will provide a framework for how to safely re-open.

CALIFORNIA
ALL

**Your Actions
Save Lives**

covid19.ca.gov

EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA

EXECUTIVE ORDER N-60-20

WHEREAS on March 4, 2020, I proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19; and

WHEREAS on March 19, 2020, I issued Executive Order N-33-20, which directed all California residents to immediately heed current State public health directives; and

WHEREAS State public health directives, available at <https://covid19.ca.gov/stay-home-except-for-essential-needs/>, have ordered all California residents stay home except for essential needs, as defined in State public health directives; and

WHEREAS COVID-19 continues to menace public health throughout California; and

WHEREAS the extent to which COVID-19 menaces public health throughout California is expected to continue to evolve, and may vary from place to place within the State; and

WHEREAS California law promotes the preservation of public health by providing for local health officers—appointed by county boards of supervisors and other local authorities—in addition to providing for statewide authority by a State Public Health Officer; and

WHEREAS these local health officers, working in consultation with county boards of supervisors and other local authorities, are well positioned to understand the local needs of their communities; and

WHEREAS local governments are encouraged to coordinate with federally recognized California tribes located within or immediately adjacent to the external geographical boundaries of such local government jurisdiction; and

WHEREAS the global COVID-19 pandemic threatens the entire State, and coordination between state and local public health officials is therefore, and will continue to be, necessary to curb the spread of COVID-19 throughout the State; and

WHEREAS State public health officials have worked, and will continue to work, in consultation with their federal, state, and tribal government partners; and

WHEREAS the State Public Health Officer has articulated a four-stage framework—which includes provisions for the reopening of lower-risk businesses and spaces (“Stage Two”), to be followed by the reopening of higher-risk businesses and spaces (“Stage Three”)—to allow Californians to gradually resume various activities while continuing to preserve public health in the face of COVID-19; and

WHEREAS the threat posed by COVID-19 is dynamic and ever-changing, and the State's response to COVID-19 (including implementation of the four-stage framework) should likewise retain the ability to be dynamic and flexible; and

WHEREAS to preserve this flexibility, and under the provisions of Government Code section 8571, I find that strict compliance with the Administrative Procedure Act, Government Code section 11340 et seq., would prevent, hinder, or delay appropriate actions to prevent and mitigate the effects of the COVID-19 pandemic.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes of the State of California, and in particular, Government Code sections 8567, 8571, 8627, and 8665; and also in accordance with the authority vested in the State Public Health Officer by the laws of the State of California, including but not limited to Health and Safety Code sections 120125, 120130, 120135, 120140, 120145, 120150, 120175, and 131080; do hereby issue the following Order to become effective immediately:

IT IS HEREBY ORDERED THAT:

- 1) All residents are directed to continue to obey State public health directives, as made available at <https://covid19.ca.gov/stay-home-except-for-essential-needs/> and elsewhere as the State Public Health Officer may provide.
- 2) As the State moves to allow reopening of lower-risk businesses and spaces ("Stage Two"), and then to allow reopening of higher-risk businesses and spaces ("Stage Three"), the State Public Health Officer is directed to establish criteria and procedures—as set forth in this Paragraph 2—to determine whether and how particular local jurisdictions may implement public health measures that depart from the statewide directives of the State Public Health Officer.

In particular, the State Public Health Officer is directed to establish criteria to determine whether and how, in light of the extent to which the public health is menaced by COVID-19 from place to place within the State, local health officers may (during the relevant stages of reopening) issue directives to establish and implement public health measures less restrictive than any public health measures implemented on a statewide basis pursuant to the statewide directives of the State Public Health Officer.

The State Public Health Officer is further directed to establish procedures through which local health officers may (during the relevant stages of reopening) certify that, if their respective jurisdictions are subject to proposed public health measures (which they shall specify to the extent such specification may be required by the State Public Health Officer) that are less restrictive than public health measures implemented on a statewide basis pursuant to the statewide directives of the State Public Health Officer, the public health will not be menaced. The State Public Health Officer shall additionally establish procedures to permit, in a manner consistent with public health and

safety, local health officers who submit such certifications to establish and implement such less restrictive public health measures within their respective jurisdictions.

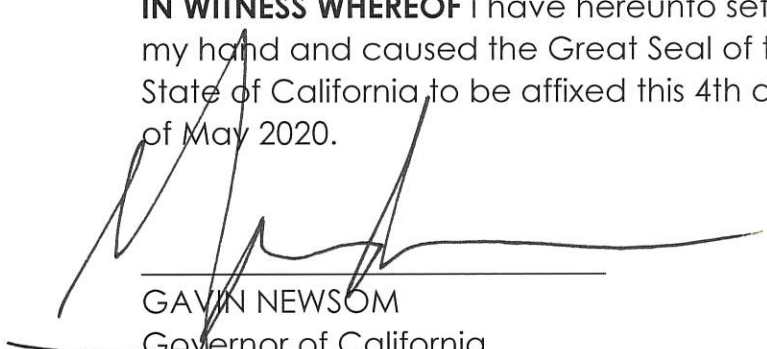
The State Public Health Officer may, from time to time and as she deems necessary to respond to the dynamic threat posed by COVID-19, revise the criteria and procedures set forth in this Paragraph 2. Nothing related to the establishment or implementation of such criteria or procedures, or any other aspect of this Order, shall be subject to the Administrative Procedure Act, Government Code section 11340 et seq. Nothing in this Paragraph 2 shall limit the authority of the State Public Health Officer to take any action she deems necessary to protect public health in the face of the threat posed by COVID-19, including (but not limited to) any necessary revision to the four-stage framework previously articulated by the State Public Health Officer.

- 3) Nothing in this Order shall be construed to limit the existing authority of local health officers to establish and implement public health measures within their respective jurisdictions that are more restrictive than, or that otherwise exist in addition to, the public health measures imposed on a statewide basis pursuant to the statewide directives of the State Public Health Officer.

IT IS FURTHER ORDERED 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.

This 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.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 4th day of May 2020.



GAVIN NEWSOM
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State

**County of Tulare
Health & Human Services Agency
Public Health Branch**

Health Officer
5957 South Mooney Blvd.
Visalia, CA 93277 559-624-8480



**EXTENSION OF EMERGENCY ORDER FOR THE PREVENTION OF NOVEL CORONAVIRUS (COVID-19)
TRANSMISSION IN OR ABOUT RESTAURANTS, BARS, FOOD TRUCKS, GROCERY STORES, AND OTHER
RETAIL FOOD AND BEVERAGE SERVICE VENUES, ENTERTAINMENT AND RECREATIONAL VENUES,
GYMS, HEALTH CLUBS, THEATERS, CHURCHES, AND OTHER SOCIAL GATHERINGS**

WHEREAS, on March 11, 2020, the County Health Officer of the County of Tulare proclaimed and declared that a local health emergency now exists in the County of Tulare due to the presence of and threat posed by the novel coronavirus ("COVID-19"); and

WHEREAS, the Tulare County Board of Supervisors ratified said proclamation at its regular meeting of March 17, 2020; and

WHEREAS, said proclamation shall remain in effect until further notice; and

WHEREAS, the severity of the local health emergency appears to be increasing each day, with additional reported cases of COVID-19 infections and related deaths in all areas of California, the U.S., and throughout the world; and

WHEREAS, on March 16, 2020, the California Department of Public Health ("CDPH") and State Emergency officials issued guidance to local communities regarding public safety measures that should be taken with respect to (1) retail food, beverage, and related service venues, (2) entertainment venues; and (3) gyms, health clubs, theaters, and other social gatherings, in order to prevent the transmission of COVID-19;

WHEREAS, on March 19, 2020, the County Public Health Officer issued an Emergency Order For The Prevention Of Novel Coronavirus (COVID-19) Transmission In Or About Restaurants, Bars, Food Trucks, Grocery Stores, And Other Retail Food And Beverage Service Venues, Entertainment And Recreational Venues, Gyms, Health Clubs, Theaters, Churches, And Other Social Gatherings ("ORDER"), which is set to expire on April 19, 2020;

WHEREAS, on March 19, 2020, Governor Newsom issued Executive Order N-33-20 directing all California residents immediately to heed current State public health directives to stay home (shelter-in-place), except as needed to maintain continuity of operations of essential critical infrastructure sectors and additional sectors as the State Public Health Officer may designate as critical to protect the health and well-being of all Californians; and

WHEREAS, due to the continued transmission of COVID-19 throughout Tulare County, it is the opinion of the County Public Health Officer that it is necessary to continue to enforce the aforementioned orders to combat further transmission of the disease to Tulare County residents.

NOW, THEREFORE, pursuant to Tulare County Ordinance Code sections 1-15-1033 (b) and 1-15-1040 (b), and California Health and Safety Code sections 101040, 101085, and 120175, the County Public Health Officer extends the ORDER previously issued on March 19, 2020, until such a time that it is terminated or modified by the County Public Health Officer in writing.

IT IS SO ORDERED.

Time: 5:10 p.m.
Date: April 8, 2020

Issued by:



Karen Haught, MD
County Health Officer
County of Tulare
Health & Human Services Agency
Public Health Branch

Approved as to Form:
COUNTY COUNSEL

By Jennifer M. Flores Digitally signed by Jennifer M. Flores
Date: 2020.04.09 09:46:16 -0700
Chief Deputy
Matter No. 2020217

Attachments: March 19, 2020 Order of the County Public Health Officer

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**County of Tulare
Health & Human Services Agency
Public Health Branch**



Health Officer
5957 South Mooney Blvd.
Visalia, CA 93277 559-624-8480

**AMENDED EMERGENCY ORDER FOR THE PREVENTION OF NOVEL CORONAVIRUS (COVID-19)
TRANSMISSION IN OR ABOUT RESTAURANTS, BARS, FOOD TRUCKS, GROCERY STORES, AND OTHER
RETAIL FOOD AND BEVERAGE SERVICE VENUES, ENTERTAINMENT AND RECREATIONAL VENUES,
GYMS, HEALTH CLUBS, THEATERS, CHURCHES, OTHER SOCIAL GATHERINGS, AND OUTDOOR
RECREATIONAL ACTIVITIES**

WHEREAS, on March 11, 2020, the County Health Officer of the County of Tulare proclaimed and declared that a local health emergency now exists in the County of Tulare due to the presence of and threat posed by the novel coronavirus ("COVID-19"); and

WHEREAS, the Tulare County Board of Supervisors ratified said proclamation at its regular meeting of March 17, 2020; and

WHEREAS, said proclamation shall remain in effect until further notice; and

WHEREAS, the severity of the local health emergency appears to be increasing each day, with additional reported cases of COVID-19 infections and related deaths in all areas of California, the U.S., and throughout the world; and

WHEREAS, the California Department of Public Health ("CDPH") and State Emergency officials have issued ongoing guidance to local communities regarding public safety measures that should be taken with respect to (1) retail food, beverage, and related service venues, (2) entertainment venues, and (3) gyms, health clubs, theaters, other social gatherings, and outdoor recreational activities, in order to prevent the transmission of COVID-19; and

WHEREAS, said guidance is designed to protect individuals attending and working at these venues and prevent the spread of COVID-19 in our communities; and

WHEREAS, under said guidance, available at <https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/Immunization/ncov2019.aspx> and <https://covid19.ca.gov/stay-home-except-for-essential-needs/> the following actions have been recommended:

- **Bars, wineries, breweries and pubs** should be closed, except for venues that are currently authorized to provide off sale beer and wine to be consumed off premises be allowed; bars, breweries, pubs, and wineries that include meals provided by a full kitchen should follow the restaurant guidance below if they provide delivery or pick-up options;
- **Restaurants** should be closed for in-restaurant seated dining and should be open only to drive-through or other pick-up/delivery options;
- **Food trucks** should increase the frequency of cleaning of menus, cash registers, receipt trays, condiment holders, writing instruments and other non-food contact surfaces frequently touched by patrons and employees, ensure that social distancing of six feet per person between those who are not members of the same household is maintained and make clear that members of the same household can participate together, stand in line together, etc., but limiting the number of

people in lines;

- **Grocery stores and charitable food distribution sites** should remain fully open and operational, but ensure that social distancing of six feet per person between those who are not members of the same household is maintained and make clear that members of the same household can participate in activities together, stand in line together, etc., and limiting the number of customers at any given time as necessary to reduce outdoor/indoor crowding and lines to meet social distancing guidance, and increase cleaning and sanitizing frequency of restroom and other high contact areas; and stores that have online ordering with outside pick-up or delivery options should encourage use of these when possible in lieu of indoor shopping;
- **Certified Farmers' Markets** should space booths accordingly to increase social distancing among patrons in line and walking about the market; ensure that social distancing of six feet per person between those who are not members of the same household is maintained and make clear that members of the same household can participate in activities together, stand in line together, etc.; limit the number of customers at any given time as necessary to reduce outdoor/indoor crowding and lines to meet social distancing guidance; increase cleaning and sanitizing frequency of restroom and other high contact areas; train employees on best hygiene practices including washing their hands often with soap and water for at least 20 seconds; offer additional hand washing or sanitizing stations throughout the venue; encourage activities such as pre-bagging to expedite purchasing; suspend sampling activities; increase frequency of cleaning of tables, payment devices, and other surfaces; eliminate non-essential/non-related services, such as bands or other entertainment; and at the end of the market, continue to utilize local food recovery systems to feed/donate extra products to populations in need;
- **All retail food and beverage service venues** should remind employees of best hygiene practices including washing their hands often with soap and water for at least 20 seconds;
- **Gambling venues** should eliminate, delay, or reduce conventions/tournaments that increase customer flow above 250 persons in a single room/space; increase frequency of cleaning of chips, shuffling machines, and other objects utilized in games; increase frequency of cleaning and/or disposal of playing cards; eliminate non-essential/non-related services, such as massages or other ancillary services co-housed in gambling venues that could increase customer flow above 250 persons in a single room/space; ensure that social distancing of six feet per person between those who are not members of the same household is maintained and make clear that members of the same household can participate together, stand in line together etc.; limit the number of people in lines; separate spaces on the gaming floor into smaller components; increase frequency of cleaning and sanitizing per CDC Environmental Cleaning and Disinfection guidance of all hard surfaces, including terminals and felt and vinyl surfaces of card tables and chairs; increase cleaning and sanitizing frequency of restroom and other high contact areas; eliminate events/marketing that target individuals that the CDPH has identified higher risk of serious illness for COVID-19 ; provide additional opportunities throughout the venue for persons to reduce the spread of the virus through hand washing or sanitizing stations;
- **Theme Parks and Attractions** should ensure that social distancing of six feet per between those who are not members of the same household is maintained and make clear that members of the same household can participate in activities together, stand in line together etc.; limit attendance as necessary to reduce outdoor/indoor crowding and lines to meet social distancing guidance; increase cleaning and sanitizing frequency of restroom and other high contact areas; train employees on best hygiene practices including washing their hands often with soap and water for at least 20 seconds; increase spacing of show times to allow for more thorough cleaning of single room or space and social distancing during show times; provide additional opportunities throughout the venue for persons to reduce the spread of the virus through hand washing or sanitizing stations; eliminate events/marketing that target individuals that the CDPH has

identified as higher risk of serious illness for COVID-19; extend hours to allow for staggering of attendance; and add distance to locations individuals sit or stand around tables;

- **Gyms, health clubs, and theaters** should be closed;
- **All gatherings** (defined as any event or convening that brings together people in a single room or single space at the same time, such as an auditorium, stadium, arena, large conference room, meeting hall, cafeteria, or any other indoor or outdoor space) should be postponed or cancelled, except for those defined as “essential,” meaning that they cannot be postponed or achieved without gathering, and that some other means of communication could not be used to conduct the essential function.
- **Face coverings**, such as scarves (dense fabric, without holes), bandanas, neck gaiters, or other fabric face coverings, should be worn by all persons over the age of two years at all times while inside of or waiting to enter any business or facility, while riding or waiting to ride any public or shared transportation, and at any other time when it is impossible to maintain a distance of six-feet between persons who are not members of a shared household. All persons, including Essential Workers are discouraged from using Personal Protective Equipment (PPE), such as N95 masks, for non-medical reasons, because supply must be available to healthcare workers.

WHEREAS, the increasing threat posed by COVID-19 in Tulare County makes it advisable that the actions recommended in said guidance become mandatory in the incorporated and unincorporated areas of County of Tulare at least for the time being.

NOW, THEREFORE, pursuant to Tulare County Ordinance Code sections 1-15-1033 (b) and 1-15-1040 (b), and California Health and Safety Code sections 101040, 101085, and 120175, the Health Officer of the County of Tulare hereby orders as follows, which shall be effective immediately and remain in effect until such a time that it is terminated or modified by the County Public Health Officer in writing:

1. Definitions:

- a) Restaurant: Any establishment that sells food for consumption on-premises.
- b) Food Court: Any establishment that sells food for consumption on-premises in a shared setting with other establishments.
- c) Bar and tavern: Any establishment with the following types of California Alcoholic Beverage Control licenses:
 - 1) 40 - On Sale Beer (Bar, Tavern)
 - 2) 42 - On Sale Beer & Wine - Public Premises (Bar, Tavern)
 - 3) 48 - On Sale General - Public Premises (Bar, Night Club)
 - 4) 51 - Club
 - 5) 57 - Special On Sale General
 - 6) 60 - On Sale Beer - Seasonal
 - 7) 61 - On Sale Beer - Public Premises
- d) Food truck: Any “mobile food facility” within the meaning of the California Retail Food Code.
- e) Certified Farmers’ Market: A location that is certified by the State of California through the enforcement officers of the county agricultural commissioners and operated pursuant to Chapter 10.5 (commencing with Section 47000) of Division 17 of the Food and Agricultural Code and regulations adopted pursuant to that chapter.
- f) Grocery Store: Any store primarily engaged in the retail sale of canned food, dry goods, fresh fruits and vegetables, and fresh meats, fish, and poultry and any area that is not separately owned within the store where food is prepared and served, including a bakery, deli, and meat and

seafood counter. "Grocery store" includes convenience stores.

- g) Charitable Food Distribution Site: A "food bank" or "limited service charitable feeding operation" within the meaning of the California Retail Food Code.
 - h) Gambling venue: Any cardroom, casino, or similar site where the primary goal of those assembled is the wagering of money or other things of value on events with uncertain outcomes, with the primary intent of winning money or material goods, and over which the Tulare County Public Health Officer has jurisdiction.
 - i) Entertainment and recreational venue: Any site where the primary goal of those assembled is to promote amusement, enjoyment, pleasure, recreation, diversion, relaxation, and other similar uses, including, but not limited to, theme parks, amusement parks, attractions, theaters, museums, roller rinks, skate parks, sports stadiums, bowling alleys, and the like.
 - j) Theme park: Any entertainment venue or amusement park in which rides, games, and buildings are based on a central theme.
 - k) Amusement Park: Any entertainment venue that features various attractions such as rides and games, as well as other events for entertainment purposes.
 - l) Attraction: Any place of interest where persons visit, typically for its inherent or exhibited natural or cultural value, historical significance, natural or built beauty, offering leisure and amusement.
 - m) Gym and Health Club: Any room or building used for various indoor sports or exercise activities, and usually equipped with exercise or gymnastic apparatus, locker and shower rooms, indoor or outdoor swimming pools, sports courts, and similar spaces.
 - n) Theater: Any entertainment venue used for housing dramatic presentations, stage entertainments, or motion-picture shows.
 - o) Church: Any site, with or without structures, the primary use of which is the assemblage of people for any religious worship, education, or expression.
 - p) Social gathering: Any event or convening that brings together people in a single room or single space at the same time, such as an auditorium, stadium, arena, large conference room, meeting hall, cafeteria, or any other indoor or outdoor space.
 - q) Outdoor recreational activities: Any activity that can be done in an outside setting, including but not limited to, individual and group sports.
2. **Restaurants, Food Courts, and other establishments** that offer on-premises dining shall not allow consumption of food or beverages on-premises. Delivery, drive-thru, and pick-up options are allowed.
 3. **Bars and taverns** shall be closed.
 4. **Food Trucks** shall not allow consumption of food or beverages on or about the premises and shall increase the frequency of cleaning of menus, cash registers, receipt trays, condiment holders, writing instruments and other non-food contact surfaces frequently touched by patrons and employees; ensure that social distancing of six feet per person between those who are not members of the same household is maintained and make clear that members of the same household can participate together, stand in line together, etc., but limit the number of people in their lines. All employees of the Food Truck should wear an appropriate face covering at all times.
 5. **Certified Farmers' Markets** shall space booths accordingly to increase social distancing among patrons in line and walking about the market; ensure that social distancing of six feet per between those who are not members of the same household is maintained and make clear that members of the same household can participate in activities together, stand in line together, etc.; limit the number of customers at any given time as necessary to reduce outdoor/indoor crowding and lines to meet social distancing guidance; increase cleaning and sanitizing frequency of restroom and other high contact areas; train employees on best hygiene practices including washing their hands often with

soap and water for at least 20 seconds; offer additional hand washing or sanitizing stations throughout the venue; encourage activities such as pre-bagging to expedite purchasing; suspend sampling activities; increase frequency of cleaning of tables, payment devices, and other surfaces; eliminate non-essential/non-related services, such as bands or other entertainment; and at the end of the market, continue to utilize local food recovery systems to feed/donate extra products to populations in need. All persons providing essential services at a Farmers' Market should wear an appropriate face covering at all times.

6. **Grocery Stores and Charitable Food Distribution Sites** are allowed to remain fully open and operational, but must ensure that social distancing of six feet per person between those who are not members of the same household is maintained and make clear that members of the same household can participate in activities together, stand in line together, etc.; limit the number of customers at any given time as necessary to reduce outdoor/indoor crowding and lines to meet social distancing guidance; increase cleaning and sanitizing frequency of restroom and other high contact areas; and stores that have online ordering with outside pick-up or delivery options should encourage use of these when possible in lieu of indoor shopping. All employees of the grocery store or charitable food distribution site should wear an appropriate face covering at all times.
7. **All retail food, beverage, and other related service venues** shall remind employees of best hygiene practices including washing their hands often with soap and water for at least 20 seconds. All venues should require employees to wear an appropriate face covering at all times.
8. **Gambling venues** shall be closed.
9. **Entertainment and recreational venues**, including, but not limited to, theme parks, amusement parks, attractions, theaters, museums, roller rinks, skate parks, sports stadiums, bowling alleys, and the like, shall be closed.
10. **Gyms and health clubs** shall be closed;
11. **All social gatherings**, including, but not limited to church services, meetings of service and social clubs, conferences, conventions, and the like, shall be postponed or cancelled.
12. **Outdoor recreational activities** are permissible as long as it is feasible to maintain a safe physical distance of six feet and gather only with members of the same household at all times during said activity(ies). Individual outdoor recreational activities are permissible as long as it is feasible to maintain a safe physical distance of six feet at all times during said activity. Any outdoor group sports or activities shall be postponed or cancelled unless the sport or activity can be done individually or with members of the same household only. There should be no shared equipment between persons who are not members of the same household. Visit <https://covid19.ca.gov/stay-home-except-for-essential-needs/#top>, Outdoor Recreation section for a list of requirements, specifically allowed activities, and further guidance from the state of California.
13. For those businesses closed under this Order, business owners, managers, and supervisory staff are allowed to be on site to conduct minimum basic operations, provided that they each observe the social distancing and best personal hygiene practices (including washing their hands often with soap and water for at least 20 seconds) outlined above.
14. No County permits for special events shall be granted. All County permits for special events previously issued are revoked or postponed.
15. No temporary ABC licenses shall be authorized by the County.
16. For personal and public health and safety purposes, all residents of and visitors to Tulare County are strongly urged to practice social distancing of six feet per person when able to do so, wash their hands often with soap and water for at least 20 seconds, wear face coverings, such as scarves (dense fabric, without holes), bandanas, neck gaiters, or other fabric face coverings, at all times while inside of or waiting to enter any business or facility, while riding or waiting to ride any public or shared

transportation, and at any other time when it is impossible to maintain a distance of six-feet between persons who are not members of a shared household and follow all other guidance from public health officials with regard to the threat posed by COVID-19.

17. Each incorporated city within Tulare County is urged and requested to take such actions, if any, as may be reasonably necessary to permit this Order to be fully enforced within its respective jurisdiction.
18. The Public Health Branch of the Tulare County Health and Human Services Agency, the Tulare County District Attorney's office, the Tulare County Counsel's office, and all other applicable County of Tulare Agencies, Departments, and Divisions are requested and directed to enforce this Order within their respective jurisdictions.
19. Pursuant to California Government Code section 26602, the Sheriff of Tulare County is requested to enforce this Order within the Sheriff's jurisdiction to prevent the spread of COVID-19.
20. Pursuant to California Government Code section 41601, the chiefs of the police departments of the Cities of Visalia, Tulare, Porterville, Dinuba, Exeter, Lindsay, Woodlake, and Farmersville are requested to enforce this Order within their respective jurisdictions to prevent the spread of COVID-19.
21. The Order shall be subject to amendment or repeal at any time and shall not be deemed to confer any contractual obligations, property rights, or assume any County or other public agency liability.
22. If any provision of this Order or its application to any person or circumstance is held to be invalid, then the remainder of the Order, including the application of such part or provision to other persons or circumstances, shall not be affected and shall continue in full force and effect. To this end, the provisions of this Order are severable.
23. This Order shall be immediately translated into Spanish, and accommodations made for disabled persons to read its contents; it shall also be distributed to all local media and made prominently available on the County of Tulare's website.
24. Pursuant to California Health and Safety Code sections 101029 and 120280, and Tulare County Ordinance Code sections 1-15-1040(b) and 125, violations of this Order shall be punishable as a misdemeanor upon conviction by a fine of not exceeding one thousand dollars or by imprisonment for a term of not exceeding six months, or by both such fine and imprisonment.

IT IS SO ORDERED.

Time: 9:10am
Date: May 5, 2020

Issued by:



Karen Haught, MD
County Health Officer
County of Tulare
Health & Human Services Agency
Public Health Branch

Approved as to Form:
COUNTY COUNSEL

By
Deputy County Counsel
Matter No. 2020217JMS/5-05-2020/2020217/1463907.docx



TULARE COUNTY HEALTH & HUMAN SERVICES AGENCY

Karen M. Elliott, MBA • Public Health Branch Director
Karen Haught, MD, M.P.H. • County Health Officer

Timothy W. Lutz, MBA
Agency Director

May 7, 2020

Health Advisory Recommending Face Coverings for the Public and Essential Workers

This health advisory seeks to inform the public about the need for Face Coverings when outside the home for the prevention and source control of COVID-19.

Summary

- Tulare County Public Health urges the public to use Face Coverings while attending to essential activities in order to reduce the spread of COVID-19
- Individuals are asked to ensure effective use of Face Coverings by washing their hands after putting on and taking of the Face Covering
- Essential businesses and their employees are asked to utilize Face Coverings when providing services to the public
- Essential businesses are asked to post signage informing the public of the requirement to utilize Face Coverings

The United States Centers for Disease Control and Prevention ("CDC"), California Department of Public Health ("CDPH"), and the Tulare County Public Health Branch ("TCPH") have recommended that members of the public, should cover the mouth and nose to prevent inadvertently spreading the virus that causes Coronavirus Disease 2019 ("COVID-19"). One key transmission method for the COVID-19 virus is respiratory droplets that people expel when they breathe or sneeze. Individuals have been found to be infected with COVID-19 and not have any symptoms, meaning they are asymptomatic, but they can still be contagious. People can also be infected and contagious 48 hours before developing symptoms, the time when they are pre-symptomatic. Many people with the COVID-19 virus have mild symptoms and do not recognize they are infected and contagious, and they can unintentionally infect others. Therefore, the CDC, CDPH, and TCPH believe that wearing a face covering, when combined with physical distancing of at least 6 feet and frequent hand washing, may reduce the risk of transmitting coronavirus when in public and engaged in essential activities by reducing the spread of respiratory droplets. *For clarity, although wearing a face covering is one tool for reducing the spread of the virus, doing so is not a substitute for sheltering in place, physical distancing of at least 6 feet, and frequent hand washing.*

This Advisory requires that people wear Face Coverings in three main settings. First, members of the public must wear Face Coverings while inside of or waiting in line to enter Essential Businesses and other businesses or facilities engaged in Minimum Basic Operations, providing Essential Infrastructure, and providing Essential Government Functions (except Healthcare Operations, which are subject to different requirements), when seeking healthcare from Healthcare Operations, and when waiting for or riding on



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public transportation and other types of shared transportation. These settings are defined further below.

Second, this Advisory also requires employees, contractors, owners, and volunteers of all Essential Businesses or those operating public transportation and other types of shared transportation to wear a Face Covering when at work.

And third, this Advisory also requires workers engaged in Minimum Basic Operations, Essential Infrastructure work, and Essential Government Functions to wear a Face Covering in areas where the public is present or likely to be and at any time when others are nearby.

This Advisory does not require that any child aged twelve years or younger wear a Face Covering and recommends that any child aged two years or younger should not wear one because of the risk of suffocation. This Advisory also does not apply to people who are in their own cars alone or with members of their own household. It also does not require people wear Face Coverings while engaged in outdoor recreation such as hiking, bicycling, or running, though it does recommend that they have a Face Covering with them and still requires them to practice social distancing and other measures to protect against transmission of the virus.

Definition of Face Coverings

As used in this Advisory, a "Face Covering" means a covering made of cloth, fabric, or other soft or permeable material, without holes, that covers only the nose and mouth and surrounding areas of the lower face. A covering that hides or obscures the wearer's eyes or forehead is not a Face Covering. Examples of Face Coverings include a scarf or bandana; a neck gaiter; a homemade covering made from a t-shirt, sweatshirt, or towel, held on with rubber bands or otherwise; or a mask, which need not be medical-grade. A Face Covering may be factory-made, or may be handmade and improvised from ordinary household materials. The Face Covering should be comfortable, so that the wearer can breathe comfortably through the nose and does not have to adjust it frequently, so as to avoid touching the face. For as long as medical grade masks such as N95 masks and surgical masks are in short supply, members of the public should not purchase those masks as Face Coverings under this Advisory. In general, even when not required by this Advisory, people are strongly encouraged to wear Face Coverings when in public.

A video showing how to make a face covering and additional information about how to wear and clean Face Coverings may be found at the website of Centers for Disease Control and Prevention, at <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/diy-cloth-face-coverings.html>.

Effective Use

Face Coverings must be worn in such a manner as to contain respiratory droplets and minimize transmission of the virus via the hands. To achieve this, Face Coverings should fit snugly and be washed daily. Cloth Face Coverings can be safely cleaned in a washing machine or by hand as the materials



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permit. Individuals should be careful not to touch their eyes, nose, or mouth when removing their Face Coverings and wash their hands immediately after removing.

Members of the Public

All members of the public, except as specifically exempted below, must wear a Face Covering outside their home or other place they reside in the following situations:

1. When they are inside of, or in line to enter, any Essential Business, including, but not limited to, grocery stores, convenience stores, supermarkets, laundromats, and restaurants;
2. When they are inside or at any location or facility engaging in Minimum Basic Operations or seeking or receiving Essential Government Functions inside of any location or facility;
3. When they are engaged in Essential Infrastructure work
4. When they are obtaining services at Healthcare Operations— including hospitals, clinics, COVID-19 testing locations, dentists, pharmacies, blood banks and blood drives, other healthcare facilities, mental health providers, or facilities providing veterinary care and similar healthcare services for animals — unless directed otherwise by an employee or worker at the Healthcare Operation; or
5. When they are waiting for or riding on public transportation or paratransit or are in a taxi, private car service, or ride-sharing vehicle.

Essential Businesses and Infrastructure

All Essential Businesses, as well as entities and organizations with workers engaged in Essential Infrastructure work, Minimum Basic Operations, or Essential Government Functions (except for Healthcare Operations, which are subject to their own regulation regarding specified face coverings), must:

1. Require their employees, contractors, owners, and volunteers to wear a Face Covering at the workplace and when performing work off-site any time the employee, contractor, owner, or volunteer is:
 - a. interacting in person with any member of the public;
 - b. working in any space visited by members of the public, such as by way of example and without limitation reception areas, grocery store or pharmacy aisles, service counters, public restrooms, cashier and checkout waiting rooms, service areas, and other spaces used to interact with the public, regardless of whether anyone from the public is present at the time;
 - c. working in any space where food is prepared or packaged for sale or distribution to others;
 - d. working in or walking through common areas such as hallways, stairways, elevators, and parking facilities; or
 - e. in any room or enclosed area when other people (except for members of the person's own household or residence) are present.



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2. Take reasonable measures, such as posting signs, to remind their customers and the public of the requirement that they wear a Face Covering while inside of or waiting in line to enter the business, facility, or location. Essential Businesses and entities or organizations that engaged in Essential Infrastructure work or Minimum Basic Operations must take all reasonable steps to prohibit any member of the public who is not wearing a Face Covering from entering and must not serve that person if those efforts are unsuccessful and seek to remove that person.

For clarity, a Face Covering is not required when a person is in a personal office (a single room) when others outside of that person's household are not present as long as the public does not regularly visit the room.

Exceptions

1. Any child aged two years or less must not wear a Face Covering because of the risk of suffocation. This Order does not require that any child aged twelve years or less wear a Face Covering. Parents and caregivers must supervise use of Face Coverings by children to avoid misuse.
2. Wearing a Face Covering is recommended, but not required, while engaged in outdoor recreation such as hiking, bicycling, or running. But each person engaged in such activity must comply with social distancing requirements including maintaining at least six feet of separation from all other people. Because running or bicycling causes people to more forcefully expel airborne particles, making the usual minimum 6 feet distance less adequate, runners and cyclists must take steps to avoid exposing others to those particles, which include the following measures: wearing a Face Covering when possible; crossing the street when running to avoid sidewalks with pedestrians; slowing down and moving to the side when unable to leave the sidewalk and nearing other people; never spitting; and avoiding running or cycling directly in front of or behind another runner or cyclist who is not in the same household.
3. This Advisory does not require any person to wear a Face Covering while driving alone, or exclusively with other members of the same family or household, in a motor vehicle.
4. A Face Covering is also not required by this Advisory to be worn by a particular individual if the person can show either: (1) a medical professional has advised that wearing a Face Covering may pose a risk to the person wearing the mask for health-related reasons; or (2) wearing a Face Covering would create a risk to the person related to their work as determined by local, state, or federal regulators or workplace safety guidelines. A Face Covering should also not be used by anyone who has trouble breathing or is unconscious, incapacitated, or otherwise unable to remove the Face Covering without assistance.

Conclusion

The intent of this Order is to ensure that all people who are visiting or working at Essential Businesses



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and all people who are seeking care at healthcare facilities or engaged in certain types of public transit or transportation with others wear a Face Covering to reduce the likelihood that they may transmit or receive the COVID-19 virus. The intent of this Advisory is also to ensure that people who work for or seek services from entities engaged in Essential Infrastructure work, Minimum Basic Operations, or Essential Government Functions also wear a Face Covering when they are in close proximity to others. In so doing, this Advisory will help reduce the spread of the COVID-19 virus and mitigate the impact of the virus on members of the public and on the delivery of critical healthcare services to those in need. All provisions of this Advisory must be interpreted to effectuate this intent.

A handwritten signature in black ink that reads "Karen Haught".

Karen Haught MD, MPH
Health Officer of Tulare County

**County of Tulare
Health & Human Services Agency
Public Health Branch**

Health Officer
5957 South Mooney Blvd.
Visalia, CA 93277 559-624-8480



EMERGENCY ORDER FOR THE PREVENTION OF NOVEL CORONAVIRUS (COVID-19) TRANSMISSION

WHEREAS, on March 4, 2020, the Governor of the State of California proclaimed a state of Emergency now exists in the State of California due to the presence of and threat posed by the novel coronavirus ("COVID-19"); and

WHEREAS, on March 11, 2020, the County Health Officer of the County of Tulare proclaimed and declared that a local health emergency now exists in the County of Tulare due to the presence of and threat posed by COVID-19; and

WHEREAS, the Tulare County Board of Supervisors ratified said proclamation at its regular meeting of March 17, 2020; and

WHEREAS, said proclamation shall remain in effect until further notice; and

WHEREAS, on March 19, 2020, the Governor of the State of California issued Executive Order N-33-20, ordering that all Californians shelter in place to preserve public health and safety ("Shelter in Place Order"); and

WHEREAS, the Shelter in Place Order has been successful in slowing the transmission and infection rate of COVID-19 in the State of California; and

WHEREAS, on March 19, 2020 the County Health Officer of the County of Tulare issued an EMERGENCY ORDER FOR THE PREVENTION OF NOVEL CORONAVIRUS (COVID-19) TRANSMISSION IN OR ABOUT RESTAURANTS, BARS, FOOD TRUCKS, GROCERY STORES, AND OTHER RETAIL FOOD AND BEVERAGE SERVICE VENUES, ENTERTAINMENT AND RECREATIONAL VENUES, GYMS, HEALTH CLUBS, THEATERS, CHURCHES, OTHER SOCIAL GATHERINGS, AND OUTDOOR RECREATIONAL ACTIVITIES, which order was extended on April 8, 2020, and amended on May 5, 2020 (the "Amended Emergency Order"); and

WHEREAS, on April 14, 2020, the State of California presented the Pandemic Roadmap, a four-stage plan for modifying the Shelter in Place Order, and defining the statewide current status under the plan as being at Stage 1; and

WHEREAS, on May 4, 2020, the State announced that entry into Stage 2 of the plan would begin on May 8, 2020 for all Counties, subject to certain conditions and certain guidance; and

WHEREAS, advancement within the Pandemic Roadmap by an individual County can be accomplished by meeting certain State-defined criteria and procedures; and

WHEREAS, the Pandemic Roadmap is designed to prevent the spread of COVID-19 in California while allowing parts of our state to safely reopen; and

WHEREAS, it is advisable that the State criteria, procedures, and guidance for the stages of the Pandemic

Roadmap become mandatory in the incorporated and unincorporated areas of County of Tulare.

NOW, THEREFORE, pursuant to Tulare County Ordinance Code sections 1-15-1033 (b) and 1-15-1040 (b), and California Health and Safety Code sections 101040, 101085, and 120175, the Health Officer of the County of Tulare hereby orders as follows, which shall be effective immediately and remain in effect until such a time that it is terminated or modified by the County Public Health Officer in writing:

1. **The Amended Emergency Order** is hereby terminated. Any previous Public Health Orders, other than the Emergency Declaration dated March 11, 2020, not previously terminated by the Amended Emergency Order are hereby terminated.
2. **The Shelter in Place Order**, the emergency orders of the State Public Health Director related to the COVID-19 pandemic, and the State's Pandemic Roadmap and guidance issued with respect to the roadmap, as may be amended, modified, or supplemented from time-to-time by their makers, are hereby adopted as emergency orders of the County Health Officer of the County of Tulare and enforceable as such.
3. **Only** the activities and businesses authorized by the County's current stage of the Pandemic Roadmap shall be allowed. The County's current stage of the Pandemic Roadmap can be found at <https://covid19.tularecounty.ca.gov/>.
4. **Bars, wineries, breweries and pubs** shall follow the State's guidelines and shall be closed until allowed under the County's current stage of the Pandemic Roadmap.
5. **Restaurants** shall follow the State's guidelines and shall be open only to drive-through or other pickup/delivery options and shall not open their in-restaurant seated dining nor allow consumption of food or beverages on-premises until allowed under the County's current stage of the Pandemic Roadmap.
6. **Food Trucks** shall follow the State's guidelines and shall not allow consumption of food or beverages on or about the premises until allowed under the County's current stage of the Pandemic Roadmap.
7. **Certified Farmers' Markets** shall follow the State's guidelines and shall space booths accordingly to increase social distancing and shall eliminate non-essential/non-related services, such as bands or other entertainment until allowed under the County's current stage of the Pandemic Roadmap.
8. **Gambling venues** shall follow the State's guidelines and shall be closed until allowed under the County's current stage of the Pandemic Roadmap.
9. **Entertainment and recreational venues**, including, but not limited to, theme parks, amusement parks, attractions, theaters, museums, roller rinks, skate parks, sports stadiums, bowling alleys, and the like, shall follow the State's guidelines and shall be closed until allowed under the County's current stage of the Pandemic Roadmap.
10. **Gyms and health clubs** shall follow the State's guidelines and shall be closed until allowed under the County's current stage of the Pandemic Roadmap.
11. **All social gatherings**, including, but not limited to church services, meetings of service and social

clubs, conferences, conventions, and the like, shall be postponed or cancelled until allowed under the County's current stage of the Pandemic Roadmap.

12. **Outdoor recreational activities** shall be permissible as long as it is feasible to maintain a safe physical distance of six feet and gather only with members of the same household at all times during said activity(ies). Individual outdoor recreational activities are permissible as long as it is feasible to maintain a safe physical distance of six feet at all times during said activity. Any outdoor group sports or activities shall be postponed or cancelled unless the sport or activity can be done individually or with members of the same household only. There should be no shared equipment between persons who are not members of the same household. Visit <https://covid19.ca.gov/stay-home-except-for-essential-needs/#top>, Outdoor Recreation section for a list of requirements, specifically allowed activities, and further guidance from the state of California. These social distancing requirements shall remain in place as they relate to Outdoor Recreation Activities until abolished under the County's current stage of the Pandemic Roadmap.
13. For those businesses closed under this Order, business owners, managers, and supervisory staff are allowed to be on site to conduct minimum basic operations, provided that they each observe the social distancing and best personal hygiene practices (including washing their hands often with soap and water for at least 20 seconds) outlined above.
14. No County permits for special events shall be granted, all County permits for special events previously issued are revoked or postponed, and no temporary ABC licenses shall be authorized by the County until social gatherings are permitted under the County's current stage of the Pandemic Roadmap.
15. For personal and public health and safety purposes, all residents of and visitors to Tulare County are strongly urged to practice social distancing of six feet per person when able to do so, wash their hands often with soap and water for at least 20 seconds, wear face coverings, such as scarves (dense fabric, without holes), bandanas, neck gaiters, or other fabric face coverings, at all times while inside of or waiting to enter any business or facility, while riding or waiting to ride any public or shared transportation, and at any other time when it is impossible to maintain a distance of six-feet between persons who are not members of a shared household and follow all other guidance from public health officials with regard to the threat posed by COVID-19.
16. Each incorporated city within Tulare County is urged and requested to take such actions, if any, as may be reasonably necessary to permit this Order to be fully enforced within its respective jurisdiction.
17. The Public Health Branch of the Tulare County Health and Human Services Agency, the Tulare County District Attorney's office, the Tulare County Counsel's office, and all other applicable County of Tulare Agencies, Departments, and Divisions are requested and directed to enforce this Order within their respective jurisdictions.
18. Pursuant to California Government Code section 26602, the Sheriff of Tulare County is requested to enforce this Order within the Sheriff's jurisdiction to prevent the spread of COVID-19.
19. Pursuant to California Government Code section 41601, the chiefs of the police departments of the

Cities of Visalia, Tulare, Porterville, Dinuba, Exeter, Lindsay, Woodlake, and Farmersville are requested to enforce this Order within their respective jurisdictions to prevent the spread of COVID-19.

20. The Order shall be subject to amendment or repeal at any time and shall not be deemed to confer any contractual obligations, property rights, or assume any County or other public agency liability.
21. If any provision of this Order or its application to any person or circumstance is held to be invalid, then the remainder of the Order, including the application of such part or provision to other persons or circumstances, shall not be affected and shall continue in full force and effect. To this end, the provisions of this Order are severable.
22. This Order shall be immediately translated into Spanish, and accommodations made for disabled persons to read its contents; it shall also be distributed to all local media and made prominently available at <https://covid19.tularecounty.ca.gov/>.
23. Pursuant to California Health and Safety Code sections 101029 and 120280, and Tulare County Ordinance Code sections 1-15-1040(b) and 125, violations of this Order shall be punishable as a misdemeanor upon conviction by a fine of not exceeding one thousand dollars or by imprisonment for a term of not exceeding six months, or by both such fine and imprisonment.
24. Pursuant to Tulare County Ordinance Code sections 4-01-1070 and 4-01-1315, violations of this Order may be considered a public nuisance.
25. Pursuant to Tulare County Ordinance Code sections 1-23-1000 and 1-23-1015 violations of this Order shall be subject to an administrative fine or penalty.
26. All open businesses, facilities, retail food, venues shall ensure social distancing of six feet per person between those who are not members of the same household, limit the number of customers at any given time as necessary to reduce outdoor/indoor crowding and lines to meet social distancing guidance, increase cleaning and sanitizing frequency of all contact areas, encourage use of online ordering with curbside pickup or delivery options in lieu of indoor shopping, remind employees of best hygiene practices including washing their hands often with soap and water for at least 20 seconds and wearing appropriate face covering when necessary.
27. Current guidance related to the Pandemic Roadmap is located at <https://covid19.ca.gov/roadmap/>.
28. Tulare County's Current Stage and information related to allowable businesses and activities is located at <https://covid19.tularecounty.ca.gov/>.
29. For personal and public health and safety purposes, all residents of and visitors to Tulare County are strongly urged to practice social distancing of six feet per person when able to do so, wash their hands often with soap and water for at least 20 seconds, wear face coverings, such as scarves (dense fabric, without holes), bandanas, neck gaiters, or other fabric face coverings, at all times while inside of or waiting to enter any business or facility, while riding or waiting to ride any public or shared transportation, and at any other time when it is impossible to maintain a distance of six-feet between

persons who are not members of a shared household and follow all other guidance from public health officials with regard to the threat posed by COVID-19.

30. Each incorporated city within Tulare County is urged and requested to take such actions, if any, as may be reasonably necessary to permit this Order to be fully enforced within its respective jurisdiction.
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33. Pursuant to California Government Code section 41601, the chiefs of the police departments of the Cities of Visalia, Tulare, Porterville, Dinuba, Exeter, Lindsay, Woodlake, and Farmersville are requested to enforce this Order within their respective jurisdictions to prevent the spread of COVID-19.
34. The Order shall be subject to amendment or repeal at any time and shall not be deemed to confer any contractual obligations, property rights, or assume any County or other public agency liability.
35. If any provision of this Order or its application to any person or circumstance is held to be invalid, then the remainder of the Order, including the application of such part or provision to other persons or circumstances, shall not be affected and shall continue in full force and effect. To this end, the provisions of this Order are severable.
36. This Order shall be immediately translated into Spanish, and accommodations made for disabled persons to read its contents; it shall also be distributed to all local media and made prominently available on the County of Tulare's website.
37. Pursuant to California Health and Safety Code sections 101029 and 120280, and Tulare County Ordinance Code sections 1-15-1040(b) and 125, violations of this Order shall be punishable as a misdemeanor upon conviction by a fine of not exceeding one thousand dollars or by imprisonment for a term of not exceeding six months, or by both such fine and imprisonment.

IT IS SO ORDERED.

Time: 7:35am

Date: May 8, 2020

Issued by: 

Karen Haught, MD
County Health Officer
County of Tulare
Health & Human Services Agency
Public Health Branch

Approved as to Form:
COUNTY COUNSEL

By 
Deputy County Counsel

Matter No. 2020217

JMS/5-07-2020/2020217/1465457.docx



TULARE COUNTY'S MULTI-STAGE APPROACH TOWARDS A HEALTHIER COMMUNITY

Epidemiologists and infectious disease experts agree that in the absence of strict social distancing, Tulare County numbers would once again surge. COVID-19 will continue to be a serious threat until there is an effective vaccine or more effective therapeutic treatments. Centers for Disease Control and Prevention (CDC) and National Institute of Allergy and Infectious Diseases (NIAID) experts estimate that we will not have a vaccine for COVID-19 until 2021, at the earliest. For the foreseeable future, living with COVID-19 is our new “normal”.

Living with this disease means finding ways for our community to return to work with COVID-19 still circulating. There is an emerging consensus that America's economy should open in stages with different parts of the economy and different aspects of public life reopening at different times will present a framework for a three-stage approach that reflects the state of the COVID-19 pandemic in Tulare County.

Over the last couple of weeks, California counties in coordination with the California Department of Public Health have worked extensively to create meaningful criteria that provides a solid framework to use when deciding to reopen local economies. Specifically, Tulare County has adopted four criteria to use as the means of determining the readiness of reopening our local economy. It is important to note that these criteria are aligned with other California Counties and the recommendations from the State, however, our readiness may be earlier or later than other counties due to our local situation.

The following four (4) criteria will need to be met simultaneously before moving to Stage 2, and then again before moving to Stage 3, and then once again before moving to Stage 4. Each of the following criteria has assessments and respective metrics that will be used to determine forward movement to the next Stage. However, if it is determined that there is a potential rebound or local outbreak, returning to an earlier Stage is probable.

- **(CASES) SUSTAINED REDUCTION OR STABILITY IN NEW CASES FOR 14 DAYS.** Tulare County agrees that movement towards reopening for Stage 2 should begin after 14 days of a sustained downward trend in COVID-19 positive cases.

Certain increases, such as an increase in active cases over the course of five days, would clearly be a cause for concern. However, exact judgements should reflect a precise understanding of local trends. If, for instance, public health departments identify a specific outbreak and are able to isolate COVID-positive cases and quarantine people who were in close contact quickly, movement towards greater reopening could continue, even with an increase in positive cases.

- **ADEQUATE DIAGNOSTIC TESTING CAPACITY AND RAPID TEST RESULTS. THE ABILITY TO TEST ALL INDIVIDUALS WITH COVID-19 SYMPTOMS (WITHIN A CERTAIN TIMEFRAME). SAME-DAY TESTING WIDELY AVAILABLE FOR HOSPITALIZED PATIENTS, HEALTH CARE WORKERS AND WORKERS IN ESSENTIAL ROLES, CLOSE CONTACTS OF CONFIRMED CASES, AND OUTPATIENTS WITH SYMPTOMS).** Expanding testing capacity and making testing broadly available is necessary to treat and control infection, and for detecting increases COVID-19 cases early.
- **PUBLIC HEALTH DEPARTMENT’S CAPACITY TO RAPIDLY INTERVIEW NEW CASES, IDENTIFY CLOSE CONTACTS, AND ENSURE THAT ISOLATION AND QUARANTINE ARE EFFECTIVE.** Public health surveillance must be strengthened to understand the spread of COVID-19 and rapidly detect outbreaks. Experts call for evidence of declining transmission for at least 14 days before there could be a move to a staged approach of reopening the economies. Tulare County must closely monitor the signs of COVID-19 spread. It must notice problems to avoid overcrowding of emergency departments or outbreaks among the higher risk.
- **HEALTH CARE SYSTEM CAPACITY TO RESPOND TO POTENTIAL SURGES.** Tulare County must ensure that the local healthcare system is out of crisis mode and able to handle potential new surges in patients, along with non-COVID-19 related services, prior to reopening the economy. Tulare County will continue to track and share information about the availability of hospital beds, ICU beds, ventilators, and personal protective equipment (PPE) in order to ensure that they are adequately available if cases surge, as modeled under a variety of assumptions. Data on available capacity should be assessed at a designated frequency. State stockpiles should be used to fill any deficiencies and there should be continuous monitoring of cases statewide to assure that capacity will not be exceeded.

GOALS AND LINKED METRICS TO CONSIDER WHEN MOVING BETWEEN STAGES

Goals	Metric
1. Containment Capacity	GOAL: Stable or decreasing COVID-19 infection rate METRIC: Low prevalence of disease - no more than 1 case per 10,000 people in last 14 days METRIC: No more than 1 death in last 14 days GOAL: Ability to test everyone who needs to be tested METRIC: Minimum daily testing volume of 1.5 per 1,000 residents METRIC: Testing availability for at least 75% of residents as measured by specimen collection sites within a 60-minute drive in rural areas
2. Case investigation and contact tracing	GOAL: The public health system has adequate infrastructure, processes, and workforce to reliably detect and safely isolate new cases, as well as follow up with individuals who have been in contact with positive cases METRIC: Sufficient staff allocated to contact tracing, at least 15 staff per 100,000 population

	METRIC: Availability of temporary housing units to shelter at least 15% of county residents experiencing homelessness
3. Health Care System Capacity	GOAL: Hospitals can quickly and independently supply sufficient PPE and critical medical equipment and can surge intensive care unit (ICU) capacity. METRIC: Ability to accommodate a minimum surge of 35% (combined for county) due to COVID-19 patients as well as providing usual care for non-COVID-19 patients.
4. Vulnerable Populations	GOAL: Ability to protect our vulnerable populations METRIC: Skilled nursing & other congregate living facilities have > 14-day supply of PPE and access to non-state sources for replenishing the supplies.

Potential Increased Community Transmission when Re-opening Public Spaces.

Opening public spaces will entail an increased risk of community transmission. Certain populations will be more at risk for serious consequences and mortality from contracting the disease. Those most at risk include:

- Healthcare workers, first responders and other essential workers in contact with the public;
- Older adults living in nursing homes, assisted living, and senior housing;
- Racial and ethnic minorities;
- Justice-involved populations;
- People experiencing homelessness; and,
- People with disabilities and living in state institutions, group homes, and other congregate settings.
- Pregnant individuals

Given the setting and circumstances of where these populations reside, targeted monitoring and interventions will be critical to protecting these communities. Tulare County must develop effective systems and policies that protect these populations so that it is less likely to experience outbreaks that can interrupt the gradual reopening of society.

Strong and Clear Communication and Public Engagement Plan.

Communication is an integral part during a crisis, and is even more important as Tulare County moves toward reopening. It is critical that public engagement is incorporated into the response plan to minimize the risk of misunderstanding, confusion, or protest by individuals who believe reopening should be either faster or slower. It is important that Tulare County evaluates the different needs, risk factors, and resources.

Rationale for a Multi-Stage Approach to Reopening

Developing a framework that thoughtfully guides decision making on key factors to reopen the economy is important. The framework must include an array of public health factors, including consistent communication related to COVID-19, data collection, defining measures to reassess readiness for opening, and anticipating the need to revert to tighter control measures. Additionally, criteria for moving between stages and defining the stages for reopening must be established. Equally important is building partnerships between public and private sectors to implement the plan.

This is the time to identify and share critical metrics and explain “the rules for reopening.” The most important message to convey in this period is that **the rate of transmission must decline or remain low to make it safe to proceed with plans to reopen local economies**. During this process, local governments should engage health care systems, schools and businesses to fine tune plans for a staged reopening and to clearly convey the steps that will be necessary.

Testing capacity should continue to expand; vulnerable populations should be identified and monitored. Businesses, schools, and healthcare facilities should develop written plans for how they will help prevent COVID-19 spread in their facilities. Policymakers should also examine disincentives to testing and isolation or quarantining, such as the fear that people who test positive or are quarantined could lose their jobs. Travel to and from areas that are experiencing significant disease should be discouraged or prohibited.

This stage should continue for the next two weeks. During this time, monitoring should indicate case numbers are declining. Based on COVID-19 case rate statistics by city and region, healthcare providers and health systems should demonstrate they can manage (with ICU beds, ventilators, PPE, nurse and physician staffing, and other metrics of capacity) no less than 1 week of new cases at the prior week case rate prior to progression between stages or to moving on to the first stage of reopening.

During this planning period, all non-essential businesses should remain closed and the Stay At Home Order remains in place. Except when performing essential services, citizens over age 65 and those with high risk factors need to remain vigilant and to shelter at home.

- Work from home should continue whenever possible, and cloth face coverings should be worn in public locations.
- Tulare County will work to accomplish all specific requirements listed above, including testing, tracking and quarantine strategies to identify cases and prevent transmission.
- All essential and non-essential businesses should begin preparations for later stages, and should be prepared to certify to the Health Department that they have written protocols, completed the social distancing and safety plan checklist and can reliably perform the following functions before advancing to later stages:

- Screen daily all employees for respiratory symptoms. Workers in close contact with each other should be screened daily with temperature checks as well. Business safety plans should clearly specify protocols for different categories.
- Advise employees with symptoms to remove themselves from the workplace and call healthcare provider for guidance. Establish policies and procedures to help employees who are required to by the healthcare provider to isolate or quarantine.
- Set expectations for frequent hand hygiene and wearing of cloth face coverings by employees where appropriate or able.
- Hand sanitizer should be placed throughout the business.

GUIDELINES FOR ALL STAGES

Individuals:

- **Continue to adhere to state and local guidance, in particularly with respect to face coverings.**
- **Continue to practice good hygiene**
 - Wash your hands with soap and water or use hand sanitizer, especially after touching frequently used items or surfaces.
 - Avoid touching your face
 - Sneeze or cough into a tissue, or the inside of your elbow.
 - Disinfect frequently used items and surfaces as much as possible
 - Using face coverings while in public, and particularly when using mass transit or carpools.
 - People who feel sick should stay home. Do not go to work or school.
 - Contact and follow the advice of your medical provider.
 - Practice social distancing

Employers: See guidance document for employers

- **Develop and implement appropriate policies, in accordance with Federal, State, and local regulations and guidance, and informed by industry best practices, regarding employee and customer protection**
- **Keeping the Workplace Safe**
- **Communicating with your team**
- **Preparing Your Space**
- **Cleaning and Disinfecting after opening**
- **Personal Protection Equipment (PPE)**
- **How Long COVID19 Lives on Surfaces**
- **5 Essential Actions for Individuals**

If positive improvement/stability of metrics for 14 days, move to STAGE 2

CURRENT STAGE/STAGE 1

Retail Stores	• Non-essential closed • Essential businesses must implement social distancing measures for all staff and customers • Face coverings required for customers • Employees screened daily and must wear face covering and maintain 6 ft social distancing from co-workers and the public if possible
Commercial Businesses/Offices	• Non-essential closed • Essential businesses must implement social distancing measures for all staff and customers • Face coverings required for customers • Employees screened daily and must wear face covering and maintain 6 ft social distancing from co-workers and the public if possible
Manufacturing	• Employees screened daily and must wear face covering and maintain 6 ft social distancing from co-workers and the public if possible •
Restaurants & Bars Serving Food	• Online order and curbside pickup only • Face coverings required for customers • Employees screened daily and must wear face covering and maintain 6 ft social distancing from co-workers and the public if possible
Nail Salons, Hair Salons, Barber Shops, etc.	• Closed
Health Care, Dental, Optometry, etc.	• Essential and/or emergency services only • Implement social distancing measures for all customers • Face coverings required for customers • Employees screened daily and must wear face covering and maintain 6 ft social distancing from co-workers and the public if possible
Massage, Tattoo & Body Art, etc.	• Closed
Gyms, Fitness Centers, Public Pools, Community Pools, Interactive Water Features, Close Contact Sports, etc.	• Closed
Bars, Entertainment Venues, Community Events, etc.	• Closed
Faith Based Institutions	• Closed
Educational Institutions	• Closed
Public Spaces	•
All Residents	• Age 65+ and individuals with underlying conditions, stay home. All, work from home, if possible. Wear face covering and maintain 6 ft. social distancing when in public.

If positive improvement/stability of metrics for 14 days, move to STAGE 3/ If significant decrease in metrics return to Stage 1

STAGE 2: Lower Risk Workplaces

Retail Stores	• Online order and curbside pickup for non-essential businesses. • Employees screened daily and must wear face covering and maintain 6 ft social distancing from co-workers and the public if possible
Commercial Businesses/Offices	• Implement social distancing measures for all customers. • Employees screened daily and must wear face covering and maintain 6 ft social distancing from co-workers and the public if possible
Manufacturing	• Employees screened daily and must wear face covering and maintain 6 ft social distancing from co-workers and the public if possible.
Restaurants & Bars Serving Food	• Continue online order and curbside pickup only. No dine-in • Employees screened daily and must wear face covering and maintain 6 ft social distancing from co-workers and the public if possible
Nail Salons, Hair Salons, Barber Shops, etc.	• Closed
Health Care, Dental, Optometry, etc.	• Urgent or Emergent procedures only • Implement social distancing measures for all customers and between coworkers • Employees screened daily and must wear face covering
Massage, Tattoo & Body Art, etc.	• Closed
Gyms, Fitness Centers, Pubic Pools, Community Pools, Interactive Water Features (e.g. splash pads), Close Contact Sports, etc.	• Closed
Close Contact Sports	• Closed
Bars, Entertainment Venues, etc.	• Closed
Community Events (health fairs, cook-offs, etc.)	• Closed
Faith Based Institutions	• Closed
Educational Institutions, schools and organized youth	• Follow established guidelines for schools and child care facilities •

activities (day camp, summer camp)	
Senior Facilities (Skilled Nursing, Assisted Living, Long-term Living, etc.)	• Follow all established guidelines for all types of senior facilities • Implement social distancing measures. • Employees screened daily and must wear face covering and maintain 6 ft social distancing from co-workers and the public if possible
Public Spaces	• All activities adhere to distancing and infection control protocols •
All Employers	• Continue to encourage work from home, if possible. Return to work in stages. Close common areas where personnel are likely to congregate or enforce strict social distancing protocols. Minimize non-essential travel. Consider special accommodations for personnel who are members of a vulnerable population.
All Residents	• Age 65+ and individuals with underlying conditions, stay home. All, if essential employee, work from home, if possible. Wear face covering when unable to continuously maintain 6 ft. social distancing when in public. Social gatherings should be in accordance with State guidance and be limited to immediate family. Minimize non-essential travel.

If positive improvement/stability of metrics for 14 days, move to STAGE 4 /if significant decrease in metrics, return to STAGE 2

STAGE 3: Higher Risk Workplaces

Retail Stores	• Open at 50% capacity. • Implement social distancing measures for all customers. • Employees screened daily and must wear face covering if unable to continuously maintain 6 ft social distancing from co-workers and the public.
Commercial Businesses/Offices	• Open at 50% capacity. • Implement social distancing measures for all customers. • Employees screened daily and must wear face covering if unable to continuously maintain 6 ft social distancing from co-workers and the public.
Manufacturing	• Employees screened daily and must wear face covering and maintain 6 ft social distancing from co-workers and the public if possible.
Restaurants & Bars Serving Food	• With State Executive Order lifted, open at 50% seating capacity. • Implement social distancing measures for all customers. • Employees screened daily and must wear face covering if unable to continuously maintain 6 ft social distancing from co-workers and the public.
Nail Salons, Hair Salons, Barber Shops, etc.	• Restricted to appointment only services. No walk-in customers. • Employees screened daily and must wear face covering if unable to continuously maintain 6 ft social distancing from co-workers and the public.

Health Care, Dental, Optometry, etc.	• Routine and elective procedures for patients for all age groups. • Implement social distancing measures for all customers. • Employees screened daily and must wear face covering if unable to continuously maintain 6 ft social distancing from co-workers and the public.
Massage, Tattoo & Body Art, etc.	• Restricted to appointment only services. No walk-in customers. • Implement social distancing measures for all customers. • Employees screened daily and must wear face covering if unable to continuously maintain 6 ft social distancing from co-workers and the public.
Gyms, Fitness Centers, Public Pools, Community Pools, Interactive Water Features (e.g., splash pad), etc.	• Open at limited capacity while adhering to 6ft social distancing criteria. • Implement social distancing measures for all customers. • Employees screened daily and must wear face covering if unable to continuously maintain 6 ft social distancing from co-workers and the public.
Close Contact Sports	• Closed
Bars, Entertainment Venues, etc.	• Closed
Community Events (health fairs, cook-offs, etc.	• Closed
Faith Based Institutions (Churches & Weddings)	• Open at 50% capacity. • Implement social distancing measures. • Wear face covering if unable to continuously maintain 6 ft. social distancing when in public.
Educational Institutions, school and organized youth activities (day camp, summer camp)	• Follow established CDPH and CDC guidelines for schools and child care
Senior Facilities (Skilled Nursing, Assisted Living, Long-term Living, etc.)	• Follow all established CDPH guidelines for all types of senior facilities • Implement social distancing measures. • Employees screened daily and must wear face covering if unable to continuously maintain 6 ft social distancing from co-workers and the public.
Public Spaces	• All activities adhere to distancing and infection control protocols
All Employers	Close common areas where personnel are likely to congregate or enforce moderate social distancing protocols. Consider special accommodations for personnel who are members of the vulnerable populations.
All Residents	• Age 65+ and individuals with underlying conditions, stay home. Work from home, if possible. Wear face covering if unable to continuously maintain 6 ft. social distancing when in public. Social gatherings should be in accordance with State guidance. Some non-essential travel may resume.

If significant decrease in metrics, return to STAGE 3

Stage 4: End of Stay at Home Order

Retail Stores	• Open at full capacity. • Implement social distancing measures for all customers. • Employees screened daily and must wear face covering if unable to continuously maintain 6 ft social distancing from co-workers and the public.
Commercial Businesses	• Open at full capacity. • Implement social distancing measures for all customers. • Employees screened daily and must wear face covering if unable to continuously maintain 6 ft social distancing from co-workers and the public.
Restaurants & Bars Serving Food	• Limited to State restrictive capacity. If no limitations, open at full capacity. • Implement social distancing measures for all customers. • Employees screened daily and must wear face covering if unable to continuously maintain 6 ft social distancing from co-workers and the public.
Nail Salons, Hair Salons, Barber Shops, etc.	• Open at full capacity. • Implement social distancing measures for all customers. • Employees screened daily and must wear face covering if unable to continuously maintain 6 ft social distancing from co-workers and the public.
Health Care, Dental, Optometry, etc.	• Routine and elective procedures for patients for all age groups. • Implement social distancing measures for all customers. • Employees screened daily and must wear face covering if unable to continuously maintain 6 ft social distancing from co-workers and the public.
Massage, Tattoo & Body Art, etc.	• Open at full capacity. • Implement social distancing measures for all customers. • Employees screened daily and must wear face covering if unable to continuously maintain 6 ft social distancing from co-workers and the public.
Gyms, Fitness Centers, Pubic Pools, Community Pools, Interactive Water Features (e.g., splash pad), etc.	• Open at full capacity. • Implement social distancing measures for all customers. • Employees screened daily and must wear face covering if unable to continuously maintain 6 ft social distancing from co-workers and the public.
Close Contact Sports	• Open at full capacity
Bars, Entertainment Venues, etc.	• Open at full capacity. • Implement social distancing measures for all customers. • Employees screened daily and must wear face covering if unable to continuously maintain 6 ft social distancing from co-workers and the public.
Community Events (health fairs, cook-offs, etc.	• Open at full capacity • Implement social distancing measures. •

Faith Based Institutions	• Open at full capacity. • Implement social distancing measures. • Wear face covering if unable to continuously maintain 6 ft social distancing from co-workers and the public.
Senior Facilities (Skilled Nursing, Assisted Living, Long-term Living, etc.)	• Follow all established CDPH guidelines for all types of senior facilities • Implement social distancing measures. • Employees screened daily and must wear face covering if unable to continuously maintain 6 ft social distancing from co-workers and the public.
Educational Institutions, schools and organized youth activities (day camp, summer camp)	• Open • Implement social distancing measures. • Wear face covering if unable to continuously maintain 6 ft social distancing when in public.
All Employers	• Resume unrestricted staffing of worksites
All Residents	• Age 65+ and individuals with underlying conditions can resume public interactions, but should practice social distancing, minimize social settings where distancing may not be practiced. Wear face covering if unable to continuously maintain 6 ft social distancing when in public. Social gatherings should be in accordance with State guidance.

Conclusion

The threat of COVID-19 will be with us for the foreseeable future. There is a high probability that Tulare County will experience continued outbreaks that will force us to revert to earlier stages at some point during the reopening process. Now is the time to build capacity and create partnerships, across our county with employers, nonprofits, and community groups, to respond effectively to this challenge. This is also the time to provide clear guidance and an evidence-based framework for reopening our local economy.

Discussions with the state and federal government will continue with the purpose of redefining essential v. nonessential sectors. Instead of classifying businesses and industries as essential vs. non-essential, moving towards the terminology of “lower risk” vs “higher risk” operations may be more viable. This will allow all businesses to begin working on plans that focus on safety and are designed to lower the risk of COVID-19 transmission to their workers and customers. Examples of “low-risk” activities that are currently deemed non-essential: 1) Bookstores: could be lower risk if they limited the number of people that enter the store and took precautions to protect the clerks; Examples of “higher-risk” activities could include hair salons and tattoo shops where there is longer close personal contact.

**County of Tulare
Health & Human Services Agency
Public Health Branch**

Health Officer
5957 South Mooney Blvd.
Visalia, CA 93277 559-624-8480



**AMENDED EMERGENCY ORDER FOR THE PREVENTION OF
NOVEL CORONAVIRUS (COVID-19) TRANSMISSION**

WHEREAS, on March 4, 2020, the Governor of the State of California proclaimed a state of Emergency now exists in the State of California due to the presence of and threat posed by the novel coronavirus ("COVID-19"); and

WHEREAS, on March 11, 2020, the County Health Officer of the County of Tulare proclaimed and declared that a local health emergency now exists in the County of Tulare due to the presence of and threat posed by COVID-19; and

WHEREAS, the Tulare County Board of Supervisors ratified said proclamation at its regular meeting of March 17, 2020; and

WHEREAS, said proclamation shall remain in effect until further notice; and

WHEREAS, on March 19, 2020, the Governor of the State of California issued Executive Order N-33-20, in conjunction with the ORDER OF THE STATE PUBLIC HEALTH ORDER dated the same day, ordering that all Californians shelter in place to preserve public health and safety ("Shelter in Place Order"); and

WHEREAS, the Shelter in Place Order has been successful in slowing the transmission and infection rate of COVID-19 in the State of California; and

WHEREAS, on March 19, 2020 the County Health Officer of the County of Tulare issued an EMERGENCY ORDER FOR THE PREVENTION OF NOVEL CORONAVIRUS (COVID-19) TRANSMISSION IN OR ABOUT RESTAURANTS, BARS, FOOD TRUCKS, GROCERY STORES, AND OTHER RETAIL FOOD AND BEVERAGE SERVICE VENUES, ENTERTAINMENT AND RECREATIONAL VENUES, GYMS, HEALTH CLUBS, THEATERS, CHURCHES, OTHER SOCIAL GATHERINGS, AND OUTDOOR RECREATIONAL ACTIVITIES, which order was extended on April 8, 2020, and amended on May 5, 2020 (the "Emergency Order Amended May 5, 2020"); and

WHEREAS, on April 14, 2020, the State of California presented the Pandemic Roadmap, a four-stage plan for modifying the Shelter in Place Order, and defining the statewide current status under the plan as being at Stage 1; and

WHEREAS, on May 4, 2020, the State announced that entry into Stage 2 of the plan would begin on May 8, 2020 for all Counties, subject to certain conditions and certain guidance; and

WHEREAS, advancement within the Pandemic Roadmap by an individual County can be accomplished by meeting certain State-defined criteria and procedures; and

WHEREAS, the Pandemic Roadmap is designed to prevent the spread of COVID-19 in California while allowing parts of our state to safely reopen; and

WHEREAS, compliance with the State criteria, procedures, and guidance for the stages of the Pandemic Roadmap is mandatory in the incorporated and unincorporated areas of County of Tulare.

NOW, THEREFORE, pursuant to Tulare County Ordinance Code sections 1-15-1033 (b) and 1-15-1040 (b),

and California Health and Safety Code sections 101040, 101085, and 120175, the Health Officer of the County of Tulare hereby orders as follows, which shall be effective immediately and remain in effect until such a time that it is terminated or modified by the County Public Health Officer in writing:

1. **The Emergency Order Amended May 5, 2020** is hereby terminated. Any previous Public Health Orders, other than the Emergency Declaration dated March 11, 2020, not previously terminated by the Emergency Order Amended May 5, 2020, are hereby terminated.
2. **The Shelter in Place Order**, the emergency orders of the State Public Health Director related to the COVID-19 pandemic, and the State's Pandemic Roadmap and guidance issued with respect to the roadmap, as they may be amended, modified, or supplemented from time-to-time by their makers, are hereby adopted as emergency orders of the County Health Officer of the County of Tulare and enforceable as such.
3. **Only** the activities and businesses authorized by the current stage of the State's Pandemic Roadmap shall be allowed. The current stage of the Pandemic Roadmap and current guidance related to the Pandemic Roadmap can be found at: <https://covid19.tularecounty.ca.gov/covid-19-updates-and-situation-in-tulare-county/>.
4. **Bars, wineries, breweries and pubs** shall follow all restrictions, closures, and guidelines under the current stage of the State's Pandemic Roadmap.
5. **Restaurants** shall follow all restrictions, closures, and guidelines under the current stage of the State's Pandemic Roadmap.
6. **Food Trucks** shall follow all restrictions, closures, and guidelines under the current stage of the State's Pandemic Roadmap.
7. **Certified Farmers' Markets** shall follow all restrictions, closures, and guidelines under the current stage of the State's Pandemic Roadmap.
8. **Gambling venues** shall follow all restrictions, closures, and guidelines under the current stage of the State's Pandemic Roadmap.
9. **Entertainment and recreational venues**, including, but not limited to, theme parks, amusement parks, attractions, theaters, museums, roller rinks, skate parks, sports stadiums, bowling alleys, and the like, shall follow all restrictions, closures, and guidelines under the current stage of the State's Pandemic Roadmap.
10. **Gyms and health clubs** shall follow all restrictions, closures, and guidelines under the current stage of the State's Pandemic Roadmap.
11. **All social gatherings**, including, but not limited to church services, meetings of service and social clubs, conferences, conventions, and the like, shall be postponed or cancelled until allowed under the current stage of the State's Pandemic Roadmap.
12. **Outdoor recreational activities** shall be permissible as long as it is feasible to maintain a safe physical distance of six feet and gather only with members of the same household at all times during said activity(ies). Individual outdoor recreational activities are permissible as long as it is feasible to maintain a safe physical distance of six feet at all times during said activity. Any outdoor group sports or activities shall be postponed or cancelled unless the sport or activity can be done individually or

with members of the same household only. There should be no shared equipment between persons who are not members of the same household. Visit <https://covid19.ca.gov/stay-home-except-for-essential-needs/#top>, Outdoor Recreation section for a list of requirements, specifically allowed activities, and further guidance from the state of California. These social distancing requirements shall remain in place as they relate to Outdoor Recreation Activities until abolished under the current stage of the State's Pandemic Roadmap.

13. For those businesses closed under the current stage of the State's Pandemic Roadmap, business owners, managers, and supervisory staff are allowed to be on site to conduct minimum basic operations, provided they follow all guidance from public health officials to reduce the spread of COVID-19, including social distancing and hand washing with soap and water for at least 20 seconds.
14. No County permits for special events shall be granted, all County permits for special events previously issued are revoked or postponed, and no temporary ABC licenses shall be authorized by the County until social gatherings are permitted under the current stage of the State's Pandemic Roadmap.
15. For personal and public health and safety purposes, all residents of and visitors to Tulare County are strongly urged to practice social distancing of six feet per person when able to do so, wash their hands often with soap and water for at least 20 seconds, wear face coverings, such as scarves (dense fabric, without holes), bandanas, neck gaiters, or other fabric face coverings, at all times while inside of or waiting to enter any business or facility, while riding or waiting to ride any public or shared transportation, and at any other time when it is impossible to maintain a distance of six-feet between persons who are not members of a shared household and follow all other guidance from public health officials with regard to the threat posed by COVID-19.
16. This Order may be enforced pursuant to California law, including, but not limited to Government Code sections 26602, 41601, and 8665 to prevent the spread of Covid-19.
17. Each incorporated city within Tulare County is permitted to take such actions, if any, as may be reasonably necessary to permit this Order to be fully enforced within its respective jurisdiction. Pursuant to California Government Code section 41601, the chiefs of the police departments of the Cities of Visalia, Tulare, Porterville, Dinuba, Exeter, Lindsay, Woodlake, and Farmersville may enforce this Order within their respective jurisdictions to prevent the spread of COVID-19.
18. The Public Health Branch of the Tulare County Health and Human Services Agency, the Tulare County District Attorney's office, the Tulare County Counsel's office, and all other applicable County of Tulare Agencies, Departments, and Divisions are permitted to enforce this Order within their respective jurisdictions.
19. Pursuant to California Health and Safety Code sections 101029 and 120280, and Tulare County Ordinance Code sections 1-15-1040(b) and 125, violations of this Order may be punishable as a misdemeanor upon conviction by a fine of not exceeding one thousand dollars or by imprisonment for a term of not exceeding six months, or by both such fine and imprisonment.
20. Pursuant to Tulare County Ordinance Code sections 4-01-1070 and 4-01-1315, violations of this Order may be considered a public nuisance.
21. Pursuant to Tulare County Ordinance Code sections 1-23-1000 and 1-23-1015 violations of this Order may be subject to an administrative fine or penalty.

22. The Order shall be subject to amendment or repeal at any time and shall not be deemed to confer any contractual obligations, property rights, or assume any County or other public agency liability.
23. If any provision of this Order or its application to any person or circumstance is held to be invalid, then the remainder of the Order, including the application of such part or provision to other persons or circumstances, shall not be affected and shall continue in full force and effect. To this end, the provisions of this Order are severable.
24. This Order shall be immediately translated into Spanish, and accommodations made for disabled persons to read its contents; it shall also be distributed to all local media and made prominently available at <https://covid19.tularecounty.ca.gov/>.
25. All open businesses, facilities, retail food, and other venues shall ensure social distancing of six feet per person between those who are not members of the same household, limit the number of customers at any given time as necessary to reduce outdoor/indoor crowding and lines to meet social distancing guidance, increase cleaning and sanitizing frequency of all contact areas, encourage use of online ordering with curbside pickup or delivery options in lieu of indoor shopping, and remind employees of guidance from public health officials to reduce the spread of COVID-19, including washing their hands often with soap and water for at least 20 seconds and wearing appropriate face covering when necessary. Any business, facility, retail food, and other venue may create an individual policy restricting entry of patrons not wearing masks.

IT IS SO ORDERED.

Time: 8:00am
Date: May 18, 2020

Issued by: 

Karen Haught, MD
County Health Officer
County of Tulare
Health & Human Services Agency
Public Health Branch

Approved as to Form:
COUNTY COUNSEL

By 
Deputy County Counsel

Matter No. 2020217

Roadmap to Recovery

STAGE ONE

- Stay at Home Order
- Planning for Recovery

STAGE TWO (Low Risk Businesses)

- Curbside retail:
 - Bookstores
 - Jewelry stores
 - Clothing stores
 - Shoe stores
 - Home furnishing
 - Sporting goods
 - Florists
- Car washes
- Pet grooming
- Landscape gardening
- Shopping malls
- Dine-in restaurants
- Schools
- Office-based businesses
- Childcare facilities
- Outdoor museums and open gallery spaces
- Outdoor recreational activities
 - Parks
 - Trails
 - Golf Courses
 - Lakes

STAGE THREE (High Risk Businesses)

- Personal services such as: nail salons, tattoo parlors, gyms and fitness studios
- Bars and lounges
- Indoor museums, gallery spaces, zoos, and libraries
- Community centers, public pools, playgrounds, and picnic areas
- Religious services and cultural ceremonies
- Hotels/lodging for leisure and tourism

STAGE FOUR (End of Stay at Home Order)

LATER

- Entertainment venues
- Large conventions
- Sporting and spectator events
- Concerts
- Convention Centers

For more information please visit
covid19.tularecounty.ca.gov and
covid19.ca.gov



HHSA
www.tchhsa.org
May 20, 2020