



**CITY COUNCIL AGENDA
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
JULY 7, 2020, 5:30 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, July 07, 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 54956.95 – Liability Claim: Claimant: Angie Luna.
Agency claimed against: City of Porterville.

2 - Government Code Section 54956.9(d)(1) – Conference with Legal Counsel –
Existing Litigation: Pacheco v. Hishmeh Enterprises, Inc. et al., Court of Appeal, Fifth
Appellate Dist., Case Nos. F074356, F074357, F077323 (Tulare Co. Superior Court
Case No. VCU 259965).

3 - 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.

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

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

**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

Porterville Chamber of Commerce - Quarterly Report
Knights of Columbus - Donation for Porterville Fire Department & Library

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.

AB 1234 REPORTS

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

1. San Joaquin Valley Air Pollution Control District (SJVAPCD) Governing Board - June 18, 2020
2. Tulare County Association of Governments (TCAG) - June 22, 2020
3. Tulare County Association of Governments/Tulare County Transportation Authority - June 22, 2020
4. Tulare County Economic Development Corp. (TCEDC) - June 24, 2020
5. Tulare County Task Force on Homelessness - June 24, 2020
6. San Joaquin Valley REAP Committee - June 26, 2020 & July 02, 2020

Staff Informational Reports

Proclamation Acceptance and Issuance Report

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 Advertise for Bids - Asbestos and Other Hazardous Materials Abatement and Demolition Project**
Re: Consideration to approve staff's recommended Plans and Project Manual; and authorize

staff to advertise for bids on the project.

2. **Authorization to Replace Base Station Radio in Dispatch for Fire Operations**
Re: Considering the purchase and installation of a new base station radio in the Communications Center for the Fire Department at a cost of \$12,681.45.
3. **Authorization for Police Vehicle Repairs**
Re: Consideration to authorize repairs by Milinich Body Works to the 2014 Dodge Charger (Unit #3334) and 2019 Dodge Charger (Unit #3385) for an estimated total cost of \$24,662.
4. **Acceptance of a Donation of 38 Tempur-Pedic beds from Tempur-Pedic North America, LLC**
Re: Authorization to accept the delivery of 38 Tempur-Pedic mattresses for use at City fire stations.
5. **Authorization to Renew Subscriptions for Learning Express and Overdrive**
Re: Consideration to authorize the annual renewal of the subscription for Learning Express in the amount of \$7,625.52; and the Overdrive subscription for \$6,000.
6. **Authorization to Participate in Cooperative Purchasing Programs on Existing Asphalt Contracts**
Re: Considering authorization to purchase asphalt mix utilizing the contract between the County of Tulare and Jaxon Enterprises.
7. **Amendment to Carollo Engineer's Service Agreement for Digester 2 and 3 Repair**
Re: Consideration to authorize the Mayor to execute Addendum No. 3 to Carollo Engineer Service Agreement at an agreed upon fee of \$136,192.
8. **Annual Hauling Services for Asphalt Maintenance Program**
Re: Authorization to secure annual hauling contractor services for the Fiscal Year 2020/2021 Capital Improvement Projects Overlay Program.
9. **Third Amendment to the Transit Service and Administration Agreements**
Re: Consideration to authorize the execution of the Third Amendment to Agreement for Transit Service with Sierra Management to increase the fixed hourly rate for fiscal year 2020-21; fiscal year 2021-2022; Hazard Conditions Rate expenses for the period of March 1, 2020 through June 30, 2020; and approve and authorize the Mayor to execute the Third Amendment to Agreement for the Transit Administration Service with Sierra Management to increase the fixed annual rate for fiscal year 2020-2021 and fiscal year 2021-2022.
10. **Authorization to Execute Consultant Agreement - Consulting Services and Comprehensive Solid Waste Rate Study**
Re: Authorization to award Consulting Services to conduct a comprehensive solid waste rate study and related tasks intended to satisfy the requirements of Proposition 218 rate

setting as applied to municipal solid waste service rates.

- 11. Acceptance of the Selective Traffic Enforcement Program (STEP) Grant Award**
Re: Considering the acceptance of the STEP Grant from the California Office of Traffic Safety in the amount of \$105,500; and authorizing a budget adjustment for the Police Department in the Special Safety Grants Fund for FY 2020/2021 in the amount of \$105,500.
- 12. Tule River Parkway Phase III Restoration Grant**
Re: Consideration to authorize the City to partner with the Tule River Parkway Association on a U.S Fish and Wildlife Grant and provide matching funds not to exceed \$21,000 from the City Council Special Purposes Reserve Fund.
- 13. Acceptance of Final Subdivision Map - Royal Oaks, Phase 1**
Re: Consideration to approve the final subdivision map of Summit Estates Two, Phase 1; and authorize the City Clerk to file said map with the County Recorder.
- 14. Engineer's Reports and Setting of a Public Hearing for Establishing Lighting and Landscape Maintenance Districts and Tax Assessments for Parcels Within: Nader Homes, Ranch Victoria, Riverview Estates, Summit Estates II Phase I, Summit Heritage Villas, Trooper Terrace, and Windsor Court**
Re: Consideration to adopt a Resolution ordering the Proceedings for Formation of Landscape and Lighting Maintenance District number 48, 49, 50, 51, 52, 53, and 54, and ordering the preparation of the Engineer's Reports; adopt a Resolution giving preliminary approval of the Engineer's Reports; adopt a Resolution Declaring Intent to Form Districts, Levy and Collect Assessments; and the setting of a Public Hearing.
- 15. Request for Approval of The Asphalt Overlay Program 2020/2021**
Re: Considering approval of the 2020/2021 Asphalt Overlay Program and authorizing the expenditure of \$1,000,000.
- 16. Striping Program for 2020/2021**
Re: Consideration to authorize staff to secure annual striping contractor services for the Fiscal Year 2020/2021 Street Maintenance and Overlay Program.
- 17. Joint Funding Agreement with Porterville Unified School District and Burton School District for School Resource Officers**
Re: Considering approval of the Joint Funding Agreements with Porterville Unified School District and Burton School District for School Resource Officers for the 2020-2021 school year.
- 18. Authorization for the Saturday Sack Lunch Ministry to Serve Lunches to Those Experiencing Homelessness from the Jaye Street Park and Ride Lot**
Re: Consideration to approve the Saturday Sack Lunch Ministry to serve lunches to those experiencing homelessness.

- 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. Acceptance of Amended Final Subdivision Map - 4th Street Apartments, Phase 2**
Re: Conducting a public hearing to consider approval of an amended subdivision map for the 4th Street Apartments, Phase II, generally located at the northeast corner of 4th Street and Morton Avenue.

SCHEDULED MATTERS

- 21. Consideration of the Joint Powers Agreement for Creation of the Tulare County Regional Transit Agency**
Re: Consideration to approve either Option A, an option to approve draft Resolution approving the Tulare County Regional Transit Agency Joint Powers Agreement; or Option B, an option to decline participation in the Tulare County Regional Transit Agency Joint Powers Agreement.
- 22. Consideration of Ordinances for Establishing Cannabis-Industry Excise Taxes and Transient Occupancy Tax Increase for Submission to the Voters**
Re: Review and Consider the attached Ordinances, and provide direction for the finalizing of the language of each Ordinance for consideration at the July 21st City Council meeting for submission to the voters of the City of Porterville for the November 2020 General Election.
- 23. Measure R Expenditure Plan Amendment No. 5**
Re: Consideration of a Resolution affirming the City Council's support of the proposed amendment to the 2006 Measure R Expenditure Plan; and authorizing its transmittal to the Tulare County Transportation Authority.
- 24. 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 21, 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 – JULY 7, 2020

SUBJECT: Proclamation Acceptance and Issuance Report

SOURCE: Administrative Services

COMMENT In accordance with City Council direction, staff is providing a report on Proclamation
: Requests that were accepted and issued during the month of June 2020. For the period of June 1 to June 30, 2020, the following request was accepted and issued.

Date	Name of Organization	Name of Event/Proclamation
June 14, 2020	Flag Day Committee	Freedom Days in Porterville

RECOMMENDATION: Information Only

ATTACHMENTS: 1. Proclamation: Freedom Days in Porterville

Appropriated/Funded:

Review By:

Department Director:

Patrice Hildreth, Deputy City Manager

Final Approver: John Lollis, City Manager

City of Porterville



Proclamation

WHEREAS: There is a three week period between Flag Day, June 14, 2020, and Independence Day, July 4, 2020; and

WHEREAS: The local patriotic activities during this period have grown to involve the support of several community based institutions, service clubs and community organizations; and

WHEREAS: These organizations consist of the Elks Lodge, Emblem Club, American Legion, American Legion Auxiliary, Old Glory Club, Grocery Outlet, 50 W. Olive LLC, M.D. Atkinson, Save Mart Supermarkets, Porterville Chamber of Commerce, the Alta Mira Chapter of the Daughters of the American Revolution, Porterville Exchange Club, and The Porterville Recorder; and

WHEREAS: These organizations form the Porterville Flag Day Committee; and

WHEREAS: It is the wish of the Porterville Flag Day Committee for the entire community to join with them in the events occurring during this period; and

WHEREAS: The Porterville Flag Day Committee encourages all citizens to display "OLD GLORY" each day from Flag Day to Independence Day; and to participate in the 39th Annual Flag Day Ceremony at 50 W. Olive Avenue, 6:30 p.m. on June 14, 2020.

NOW, THEREFORE, I, Martha Flores, Mayor of Porterville, on behalf of the Porterville City Council, do hereby proclaim the period between June 14 and July 4, 2020, as,

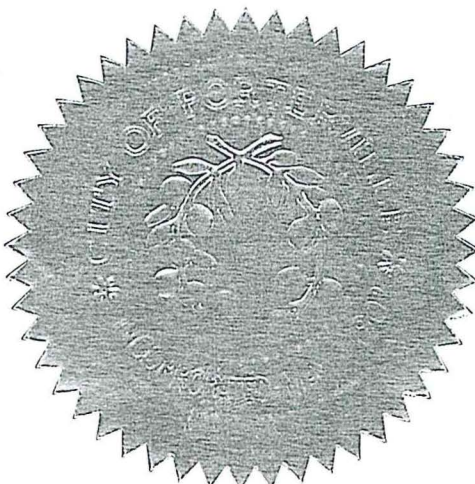
"FREEDOM DAYS IN PORTERVILLE"

and encourage all citizens to participate in the many patriotic activities scheduled during Freedom Days.

PROCLAIMED this 14th day of June, 2020.

Martha A. Flores,
Mayor

A Monte Reyes,
Vice Mayor



Daniel Peñaloza,
Council Member



CITY COUNCIL AGENDA – JULY 7, 2020

SUBJECT: Authorization to Advertise for Bids - Asbestos and Other Hazardous Materials Abatement and Demolition Project

SOURCE: Engineering and Project Management

COMMENT: Staff has completed the preparation of construction and specifications (i.e. Project Manual) for the Asbestos Remediation and Hazardous Material Abatement of the Stout Building, Waste Water Treatment Facility (WWTF) Office, and Spencer House Demolition Project. The proposed project consists of required abatement of existing asbestos materials, mercury lighting, and other components mandating specific abatement protocol mandated by State regulations. The proposed project includes the full demolition of the Spencer House and WWTF Office (while protecting SCADA equipment), and the first step in the remodeling of the Stout Building.

The Engineer's estimate of probable cost for abatement is \$78,642. An additional \$7,864 is necessary for abatement contingencies (10%). It is anticipated that an additional \$18,345 (is required for construction management, quality control and inspection services (23.33%) for a total estimated project cost of \$104,851. A portion of the construction management and all of the quality control and inspection services will be conducted by our consultant, Air Quality Compliance Solutions. The totals for each individual area of the project are as follows:

Stout Building Abatement: \$30,086.20

Spencer House Abatement & Demolition: \$34,021.40

WWTF Office Abatement & Demolition: \$40,743.40

Funding for this project includes Local Transportation Funds (LTF) for the Stout Building and Spencer House portions of the project as well as Waste Water Treatment Facility Reserve funds (WWTFR) for the WWTF office portion of the project.

RECOMMENDATION: That City Council:

1. Approve staff's recommended Plans and Project Manual; and
2. Authorize staff to advertise for bids on the project.

ATTACHMENTS: 1. Estimate of Probable Cost - Stout Building

2. Estimate of Probable Cost - Spencer House
3. Estimate of Probable Cost - WWTF Office
4. Locator Map-Stout Building and Spencer House
5. Locator Map-WWTF Office

Appropriated/Funded:

Review By:

Department Director:

Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager

Air Quality Compliance Solutions

City of Porterville
Sarah Weaver
Project Manager, Engineering
291 W. Main St
Porterville, CA

May 28, 2020

RE: Spencer House Demolition

Spencer House

Demolition

- 2,220 Sq.ft – 30 Ft Height @ \$10. Sq.ft = \$22,200.
- Lead Stabilization 6/each Mandays @ \$900./each = \$ 5,400.
- Total \$27,600.**

LIMITED Management

- Lead & Demolition Specification/Job Walk \$ 1,800.

Demolition/Lead Stabilization & LIMITED Management Total \$29,400.

Budgetary Purposes add 20% \$ 5,880.

Recommended Budget	Total \$35,280.
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Optimistically the total for this project should come in at ±\$18,000. - \$22,000. But do not lower the budget.

I have attached a copy of the Pre-Waste Lead Characterization which revealed the construction debris/material to **Not be a RCRA Hazardous Waste**. AQCS collected over a pound of mixed materials, which included components coated with Lead-Based Paint as well as components that tested negative. This is known as representative sampling of the waste stream,

Craig Wobschall,
Associate Industrial Hygienist
DOSH Certified Asbestos Consultant #96-2095
CDPH Certified Lead Inspector/Assessor #4195

Air Quality Compliance Solutions

City of Porterville
Sarah Weaver
Project Manager, Engineering
291 W. Main St
Porterville, CA

May 13, 2020

RE: Stout Bldg. Renovation

Stout Bldg.

Asbestos Abatement

- 2000 Sq.ft ACM Flor Tiles & 2000 Sq.ft Non-ACM Mastic @ \$8. Sq.ft = \$16,000.
 - One (1) Transite Pipe 6 Lft @ \$75. \$ 75.
 - 12 Sq.ft Roofing Mastic @ \$8. Sq.ft = \$ 96.
- Total **\$16,171.**

Asbestos Management

- Specification/Job Walk \$ 1,500.
 - Management 5 Days @\$750./Ea. \$ 3,750.
 - Final Clearances 5 TEM Air @ \$100.Ea. \$ 500.
 - FedEx x 1 \$ 35.
 - Close out Report \$ 300.
- Total **\$ 6,085.**

Abatement & Management

Total \$22,256.

Budgetary Purposes add 20%

\$ 4,451.

Recommended Budget

Total \$26,707.

Optimistically the total for this project could come in at ±\$18,000. - \$20,000.
But do not lower the budget.

Craig Wobschall,
Associate Industrial Hygienist
DOSH Certified Asbestos Consultant # 96-2095
CDPH Certified Lead Inspector/Assessor # 4195

Air Quality Compliance *Solutions*

Robert Alvarez
Waste Water Utilities Superintendent
1333 W. Grand Ave.
Porterville, CA 93257

April 10, 2020

RE: Estimated Cost for Budgetary Purposes regarding:
Asbestos/Lead Abatement and Demolition of the Control Building

Hi Robert,

I reviewed the "LIMITED" Asbestos/Lead Inspection report and my notes. Your "Control Building" would be more economical to demolish than it would be to abatement the Asbestos and Lead-Containing Materials. The reason is the way the Lead would be handled including the disposal.

One of the items noted in my report that would require further investigation is a Transformer located in a closet south of the women's restroom. Possible PCB's (Polychlorinated Biphenyl's). In addition, more aggressive asbestos sampling would be required to generate an asbestos demolition survey.

With all that said, the following is what I would recommend to budget for this project;

Contractor

- Asbestos abatement <\$1000.
(if NONE is found below the existing carpet/ceramic tiles as well as the roof)
- Building Demolition (Low $\pm$ \$12,000. – High $\pm$ \$18,000.) Mean $\pm$ \$15,000.
- Waste Characterization: (3 – 5 at $\pm$ \$250./Each) $\pm$ \$1250.
Plus 20% budgetary purposes = \$3450. **Total \$20,700.**

Asbestos Consultant

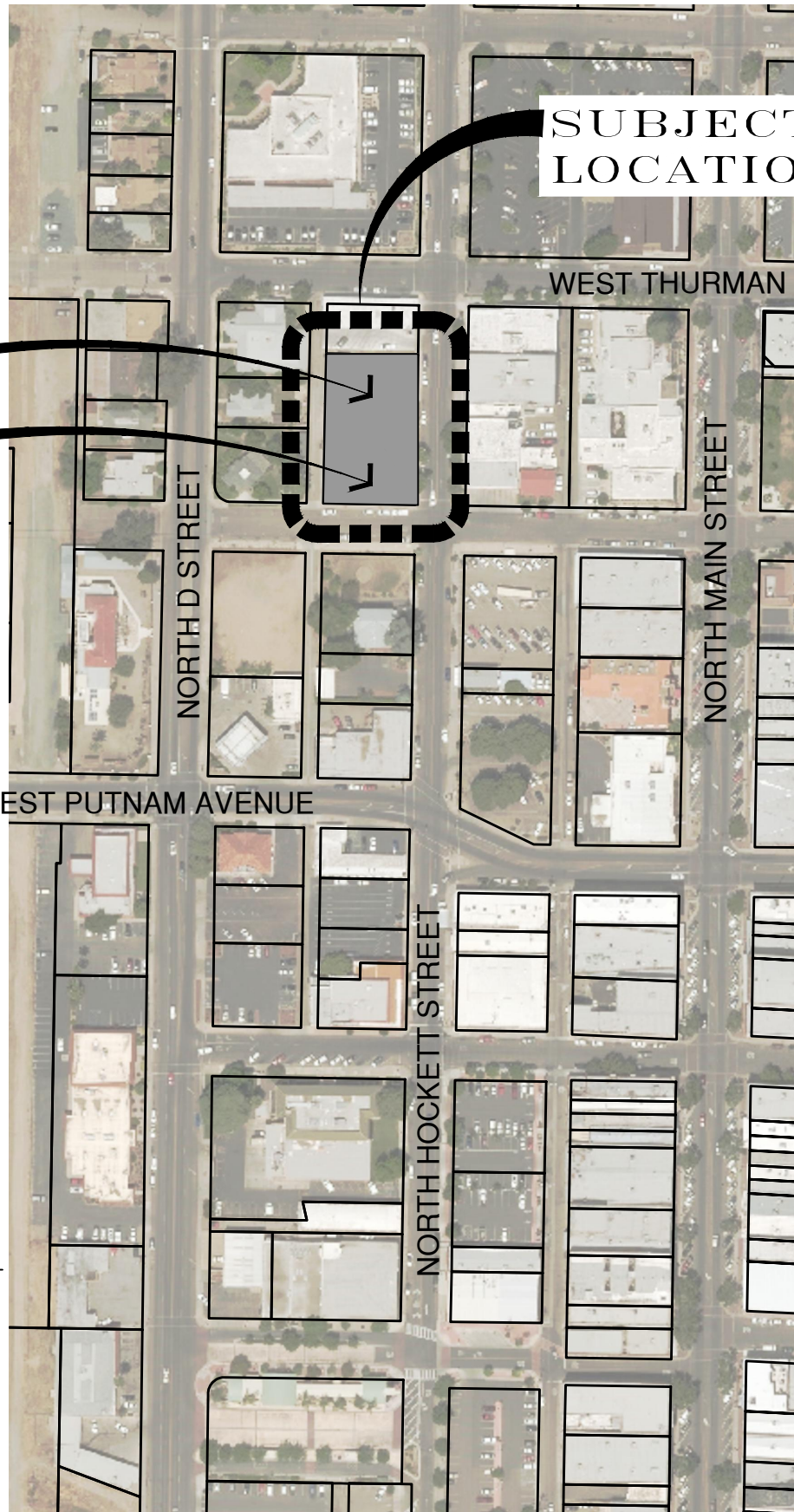
- Complete asbestos testing on the building: <\$1500.
- Further Inspection of Transformer: $\pm$ \$550.
(cheaper if done concurrently with asbestos testing)
- PCB testing (if Transformer contains liquid) $\pm$ \$500.
- Specification; Asbestos/Lead/Full building demolition $\leq$ ±2000.
Plus 20% budgetary purposes = \$910. **Total \$5460.**

Estimated Economical Budget	\$26,160.
Recommended Prudent Budget for project	\$30,000.

If No additional Asbestos or PCB's are found, this project should actually come in closer to $\pm$ \$21,300.

To achieve a firmer budget, a thorough asbestos and other hazardous materials survey should be completed first.

Craig Wobschall,
Associate Industrial Hygienist
DOSH Certified Asbestos Consultant # 96-2095
CDPH Certified Lead Inspector/Assessor # 4195



SUBJECT
LOCATION

WEST THURMAN AVENUE

SPENCER HOUSE
301 N. HOCKETT ST.

STOUT BUILDING
287 N. HOCKETT ST.

NORTH D STREET

NORTH MAIN STREET

WEST PUTNAM AVENUE

NORTH HOCKETT STREET



CITY OF PORTERVILLE
ENGINEERING DIVISION

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

LOCATION MAP

DRAWN BY	AC
CHECKED BY	
SCALE	N.T.S.
DATE	6/10/2020

SHEET
1
OF
1



CITY OF PORTERVILLE
ENGINEERING DIVISION

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

LOCATOR MAP
WWTF REMEDIATION

DRAWN BY	AC
CHECKED BY	-
SCALE	1"=300'
DATE	4/30/2020

SHEET
1
OF
1



CITY COUNCIL AGENDA – JULY 7, 2020

SUBJECT: Authorization to Replace Base Station Radio in Dispatch for Fire Operations

SOURCE: Fire

COMMENT: The Porterville dispatch center is currently experiencing a significant upgrade to provide, among other things, newly mandated e-911 functionality. The improvements made by the Police Department have caused the Fire Department to analyze its own communications radio in the dispatch center. During this review, a lack of redundancy has been found, and the Fire Department seeks to fix this shortfall.

The dispatch center uses Motorola Solutions, and as such, only that vendor can provide the equipment needed to integrate with the rest of the system. The Fire Department currently has only one radio, and in the event of equipment failure, coordination between responsive units and the dispatch center would be severely impacted. The current unit is approximately 20 years old and, while still functional, does not provide an adequate level of emergency reliability. Motorola Solutions has presented two quotes to add a new unit to the dispatch center, which would in turn shift the current radio to be a back up system until such time that a replacement can be purchased, ultimately providing two reliable radios in the dispatch center. The first quote is to purchase one new radio, and the second quote is the cost of installation. Modern equipment requires more detailed technological support, including installation by a trained professional. Staff is requesting that the City Council approve the purchase of the new base station radio at a cost of \$9,721.43, and the installation of the equipment at a cost of \$2,960.02, for a combined amount of \$12,681.45.

Funding for the purchase and installation of the new base station radio is the Fire Department's Equipment Replacement Funds.

RECOMMENDATION: That the City Council approve the purchase of the new base station radio at a cost of \$9,721.43, and the installation of the equipment at a cost of \$2,960.02, for a combined amount of \$12,681.45.

ATTACHMENTS:

1. Base Station Radio Equipment
2. Base Station Radio Installation

Appropriated/Funded:

Review By:

Department Director:

Final Approver: Patrice Hildreth, Deputy City Manager



Quote Number: QU0000506595

Effective: 26 MAY 2020

Effective To: 25 JUL 2020

Bill-To:

PORTERVILLE, CITY OF
291 N MAIN ST
PORTERVILLE, CA 93257
United States

Ultimate Destination:

PORTERVILLE, CITY OF
40 W CLEVELAND AVE
PORTERVILLE, CA 93257
United States

Attention:

Name: Capt. David Smith
Email: dsmith@ci.porterville.ca.us
Phone: 559-359-0343

Sales Contact:

Name: Randy Emerzian
Email: randye@j-scommunications.com
Phone: 5594424400

Request For Quote: Fire Dispatch base Station Radios
Contract Number: LA COUNTY (CA)
Freight terms: FOB Destination
Payment terms: CREDIT CARD PAY METHOD

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
1	2	L30KSS9PW1BN	CONSOLETTTE SB VHF MP	\$5,834.00	\$4,258.82	\$8,517.64
1a	2	L998AA	ADD: LIMITED FRONT PANEL W/CLOCK/VU			
1b	2	G48BB	ENH: CONVENTIONAL OPERATION			
1c	2	GA00306AA	ADD: VHF MP PRIMARY BAND	-	-	-
1d	2	G241AP	ENH: SW ASTRO READY (ANALOG)	-	-	-
1e	2	GA00237AA	ADD: NO USER/INSTALL CD NEEDED	-	-	-
1f	2	CA01598AB	ADD: AC LINE CORD US	-	-	-
1g	2	GA05100AA	ADD: STD WARRANTY - NO ESSENTIAL	-	-	-
2	2	HKN6233C	APX CONSOLETTTE RACK MOUNT KIT	\$200.00	\$146.00	\$292.00

Estimated Tax Amount	\$814.89
Estimated Freight Amount	\$96.90
Total Quote in USD	\$9,721.43

Installation on separate quote.

PO Issued to Motorola Solutions Inc. must:

- >Be a valid Purchase Order (PO)/Contract/Notice to Proceed on Company Letterhead. Note: Purchase Requisitions cannot be accepted
- >Have a PO Number/Contract Number & Date
- >Identify "Motorola Solutions Inc." as the Vendor
- >Have Payment Terms or Contract Number
- >Be issued in the Legal Entity's Name
- >Include a Bill-To Address with a Contact Name and Phone Number
- >Include a Ship-To Address with a Contact Name and Phone Number
- >Include an Ultimate Address (only if different than the Ship-To)
- >Be Greater than or Equal to the Value of the Order
- >Be in a Non-Editable Format
- >Identify Tax Exemption Status (where applicable)
- >Include a Signature (as Required)



3733 S. Bagley Ave.
Suite C
Fresno, CA 93725-2436
Ph: (559) 442-4400



Proposal

Proposal Date: 5/21/2020
Proposal #: 75688

Bill To:

PORTERVILLE, CITY OF FIRE DEPT.
ATTN: ACCOUNTS PAYABLE
40 W. CLEVELAND AVE.
PORTERVILLE, CA 93257
* jcelinder@ci.porterville.ca.us *

PROJECT: Install two new Fire Base Sta

REP: RE

Description	Qty.	Rate	Total
156-163 VHF FG 3DB FIBERGLASS ANTENNA BASE STATION	1	184.80	184.80T
LMR-600 FOAM COAX	100	1.6636	166.36T
N MALE CONN FOR LMR-600	2	23.595	47.19T
GROUND KIT - LMR600	1	28.77	28.77T
8' FSJ4-50 Low PIM Jumper NM - NM	1	121.70	121.70T
SHIPPING CHARGE	1	45.43	45.43
INSTALLATION LABOR	1	1,500.00	1,500.00
Travel Charge	1	60.00	60.00
Scope: Install Pvil Fire 1 and Pvil Fire 2 new APX Conslette base radios, and one new Antenna on tower at PD. Configure 6 OP Positions at PD Dispatch for Fire Backup radio and backup paging resource tab. UPS Not included.			
PROCESS FCC LICENSING		755.00	755.00
IMSA FrequeccycCoordination.			0.00
Add Police Dept. Location #7 to Fire FCC License KML202 for Porterville Fire CH-1 and VFire21.			
Sales Tax		9.25%	50.77
Total			\$2,960.02

CONFIDENTIAL



CITY COUNCIL AGENDA – JULY 7, 2020

SUBJECT: Authorization for Police Vehicle Repairs

SOURCE: Police

COMMENT: On April 12, 2020, two Police Department Dodge Chargers (Unit #3334 and Unit #3385) were involved in a vehicle collision while responding to an emergency situation and pursuing a wanted felon, resulting in both vehicles sustaining moderate damage.

Research was completed by Department staff and it was determined that it would be more fiscally prudent to repair the vehicles than to replace them. The damaged vehicles have low mileage and have several years remaining in their current replacement cycle. A replacement police vehicle would cost approximately \$50,000 per vehicle, while repairing the damages to both vehicles would cost an estimated \$24,662. The repairs to the vehicles would allow them to be returned to service for several more years.

Department staff has obtained three quotes to repair the damages to each vehicle:

2014 Dodge Charger/Unit #3334:
Milinich Body Works - \$8,662.67
Golden State Paint and Body- \$10,242.08
Porterville Collision Center- \$11,02.31

2019 Dodge Charger/ K9 Unit #3385:
Milinich Body Works - \$16,000
Porterville Collision Center- \$20,690.05
Golden State Paint and Body- \$25,074.02

This item had previously been brought before the City Council for approval, however, a public comment was received expressing concern for used parts that were listed in the quotes for repairs, so staff requested the item be removed from consideration for further review. Staff contacted the City's Shop Superintendent, who related that the use of used parts is common when repairing City vehicles and with respect to police vehicles, only parts not related to the mechanical operation may be replaced with used items when repairing vehicles due to cost savings. These parts have no effect on the safe mechanical operation of the vehicle. However, one mechanical part was identified as used in the quote from Milinich Body Works. A new quote was obtained showing that mechanical part as being replaced with new parts which increased the cost

by approximately \$2,000, however, Milinich Body Works still provided the lowest quote for that vehicle repair.

Based on the quotes provided, the Department is requesting authorization to enter into an agreement with Milinich Body Works to repair the damages to both Police units for an estimated cost of approximately \$24,662.

Funds for these repairs are available in the current Police Department Vehicle Replacement budget.

RECOMMENDATION: That the City Council:

- 1) Authorize repairs by Milinich Body Works to 2014 Dodge Charger (Unit #3334) and 2019 Dodge Charger (Unit #3385) for an estimated total cost of \$24,662; and,
- 2) Authorize a 10% contingency cost for damage that is not yet known but may be present upon repair of each vehicle; and,
- 3) Authorize payment upon satisfactory completion of repairs.

ATTACHMENTS:

1. Unit #3385 Quote
2. Unit #3334 Quote

Appropriated/Funded:

Review By:

Department Director:

Eric Kroutil, Police Chief

Final Approver: John Lollis, City Manager

Ann Russell

MILINICH BODY WORKS

631 N SUNNYSIDE ST, milinich@sbcglobal.net,
PORTERVILLE, CA 93257
Phone: (559) 784-8827
FAX: (559) 784-2972

Workfile ID: afc1e5a9
PartsShare: SPhvqw
Federal ID: 90-0787680
State EPA: S412
BAR: ARD00279737

Preliminary Estimate

Customer: PORTERVILLE, CITY OF

Job Number:

Insured: PORTERVILLE, CITY OF
Type of Loss:
Point of Impact: 11 Left Front

Policy #:
Date of Loss:

Claim #:
Days to Repair: 0

Owner:
PORTERVILLE, CITY OF

Inspection Location:
MILINICH BODY WORKS
631 N SUNNYSIDE ST
milinich@sbcglobal.net
PORTERVILLE, CA 93257
Repair Facility
(559) 784-8827 Business

Insurance Company:

VEHICLE

2019 DODG Charger Police AWD (Fleet) 4D SED 8-5.7L Gasoline Sequential MPI BLACK

VIN: 2C3CDXKT4KH733124
License: 1582362
State: CA

Interior Color:
Exterior Color: BLACK
Production Date:

Mileage In:
Mileage Out:
Condition:
Vehicle Out:
Job #:

TRANSMISSION

Automatic Transmission
4 Wheel Drive

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Power Driver Seat

DECOR

Dual Mirrors
Tinted Glass
Overhead Console

CONVENIENCE

Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
Message Center
Steering Wheel Touch Controls
Telescopic Wheel
Climate Control
Backup Camera
Parking Sensors

RADIO

AM Radio

FM Radio

Stereo

Search/Seek

Auxiliary Audio Connection

SAFETY

Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Front Side Impact Air Bags
Head/Curtain Air Bags
Hands Free Device

SEATS

Cloth Seats

Bucket Seats

Reclining/Lounge Seats

WHEELS

Styled Steel Wheels

PAINT

Clear Coat Paint

OTHER

Traction Control
Stability Control
California Emissions
Power Trunk/Gate Release

Preliminary Estimate

Customer: PORTERVILLE, CITY OF

Job Number:

2019 DODG Charger Police AWD (Fleet) 4D SED 8-5.7L Gasoline Sequential MPI BLACK

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		FENDER					
2	**	Repl A/M LT Fender	68213061AC	1	222.00	1.6	2.0
3		Add for Clear Coat		0	0.00	0.0	0.8
4		Add for Edging		0	0.00	0.0	0.5
5		Add for Clear Coat		0	0.00	0.0	0.1
6	**	Repl A/M CAPA LT Fender liner 3.6L, 5.7L	68205937AG	1	94.00	Incl.	0.0
7		FRONT BUMPER					
8		O/H front bumper		0	0.00	3.4	0.0
9	**	Repl A/M CAPA Bumper cover	68267765AC	1	538.00	Incl.	3.4
10		Add for Clear Coat		0	0.00	0.0	1.4
11	**	Repl A/M KEYSIQ LT Support inner	68226533AA	1	23.00	Incl.	0.0
12	**	Repl A/M KEYSIQ LT Support outer	68213538AC	1	6.00	Incl.	0.0
13	**	Repl A/M KEYSIQ LT Bumper bracket	68226545AB	1	24.00	0.1	0.0
14		FRONT LAMPS					
15		Repl LT Headlamp assy w/o HID	68410313AC	1	859.00	0.4	0.0
16	**	Repl A/M CAPA LT Side marker lamp	68214405AA	1	29.00	Incl.	0.0
17		RADIATOR SUPPORT					
18	**	Repl A/M CAPA Radiator support	68200478AC	1	229.00	1.0	1.0
19	**	Repl A/M KEYSIQ Front shield w/o severe duty cooling 3.6, 5.7 liter	68214511AC	1	227.00	Incl.	0.0
20		HOOD					
21	*	Repl USED hood +25%	68265445AB	1	975.00	0.6	3.0
22		Overlap Major Adj. Panel		0	0.00	0.0	-0.4
23		Add for Clear Coat		0	0.00	0.0	0.5
24	*	Repl USED RT Hinge +25%	55113550AG	1	50.00	0.3	0.5
25		Overlap Minor Panel		0	0.00	0.0	-0.2
26	**	Repl A/M LT Hinge	55113551AG	1	62.00	0.3	0.5
27		Overlap Minor Panel		0	0.00	0.0	-0.2
28		WHEELS					
29		Repl LT/Front Wheel, steel w/police 18", AWD	68206561AA	1	195.00	0.3	0.0
30	#	Repl LT REAR DOOR SHELL		1	800.00	2.5	3.0
31		REAR DOOR					
32		Repl LT Door w/strip	68040047AM	1	123.00	0.4	0.0
33		Repl LT Lower w/strip	68040043AB	1	12.25	0.2	0.0
34		R&I LT Handle, outside black		0	0.00	0.4	0.0
35		R&I LT R&I trim panel		0	0.00	0.5	0.0
36		QUARTER PANEL					
37		Repl LT Quarter panel	68265443AF	1	875.00	18.0	3.4
38		Overlap Major Non-Adj. Panel		0	0.00	0.0	-0.2
39		Add for Clear Coat		0	0.00	0.0	0.6
40		RESTRAINT SYSTEMS					

Preliminary Estimate

Customer: PORTERVILLE, CITY OF

Job Number:

2019 DODG Charger Police AWD (Fleet) 4D SED 8-5.7L Gasoline Sequential MPI BLACK

41	Repl	RT Ft impact sensor	56054085AA	1	130.00	m	0.3	0.0
42	Repl	LT Ft impact sensor	56054085AA	1	130.00	m	0.3	0.0
43	Repl	LT Side impact sens B-pillar	56054085AA	1	130.00	m	0.2	0.0
44	Repl	LT Side impact sens C-pillar	56054085AA	1	130.00	m	0.2	0.0
45	Repl	Control module w/police	68371749AA	1	297.00	m	0.6	0.0
46	Repl	LT Retractor assy black	1HZ05DX9AI	1	252.00		0.7	0.0
47	Repl	LT Buckle end black	6MS011X9AA	1	170.00		0.2	0.0
48	STEERING COLUMN							
49	Repl	Module steering column w/o power tilt w/o heated steering whl	6NE92DX9AC	1	374.00	m	0.7	0.0
50	INSTRUMENT PANEL							
51	Repl	Instrument panel w/o column shift	6DE36DX9AC	1	2,170.00		6.8	0.0
52	#	Subl REPLACE FRONT GLASS		1	400.00	X	0.0	0.0
53	#	COVER CAR		1	5.00	X	0.3	0.0
54	ROOF							
55	R&I	R&I headliner		0	0.00		3.4	0.0
56	VEHICLE DIAGNOSTICS							
57	*	Repl Post-repair scan		1	125.00	m	0.0	0.0
58		Repl Pre-repair scan		1	0.00	m	0.0	0.0
59	#	HAZARDOUS WASTE REMOVAL		1	3.00	X	0.0	0.0
60	#	FRONT WHEEL ALIGNMENT		1	65.00	X	0.0	0.0
61	#	Repl RECYCLED PASSANGER AIR BAG		1	450.00		0.5	0.0
62	#	Repl RECYCLED DRIVERS AIR BAG		1	500.00		0.4	0.0
63	#	Repl LEFT SIDE CURTAIN AIR BAG		1	100.00		0.8	0.0
SUBTOTALS					10,774.25		45.4	19.7

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			10,301.25
Body Labor	45.4 hrs @	\$ 60.00 /hr	2,724.00
Paint Labor	19.7 hrs @	\$ 60.00 /hr	1,182.00
Paint Supplies	19.7 hrs @	\$ 33.00 /hr	650.10
Miscellaneous			473.00
Subtotal			15,330.35
Sales Tax	\$ 10,951.35 @	9.2500 %	1,013.00
Grand Total			16,343.35
Deductible			0.00
CUSTOMER PAY			0.00
INSURANCE PAY			16,343.35

\$16,000.00

Preliminary Estimate

Customer: PORTERVILLE, CITY OF

Job Number:

2019 DODG Charger Police AWD (Fleet) 4D SED 8-5.7L Gasoline Sequential MPI BLACK

THIS DAMAGE IS BASED ON OUR INSPECTION AND DOES NOT COVER ANY ADDITIONAL PARTS OR LABOR WHICH MAY BE REQUIRED AFTER THE WORK IS OPENED UP. OCCASIONALLY AFTER THE WORK HAS STARTED, WORN OR DAMAGED PARTS ARE DISCOVERED WHICH ARE NOT EVIDENT ON FIRST INSPECTION.

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR3PB11, CCC Data Date 04/09/2020, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2020 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category.

X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category.

M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blend=Blend. BOR=Boron steel.

CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel.

HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non

Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace.

R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel.

Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

Preliminary Estimate

Customer: PORTERVILLE, CITY OF

Job Number:

2019 DODG Charger Police AWD (Fleet) 4D SED 8-5.7L Gasoline Sequential MPI BLACK

CCC ONE Estimating - A product of CCC Information Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

Preliminary Estimate

Customer: PORTERVILLE, CITY OF

Job Number:

2019 DODG Charger Police AWD (Fleet) 4D SED 8-5.7L Gasoline Sequential MPI BLACK

PARTS SUPPLIER LIST

Line	Supplier	Description	Price
2	Keystone 3131 SOUTH NORTH POINT DRIVE, #103 FRESNO CA 93725 (559) 268-8146	#CH1240282 A/M LT Fender Quote: 553216648 Expires: 05/28/20	\$ 222.00
6	Keystone 3131 SOUTH NORTH POINT DRIVE, #103 FRESNO CA 93725 (559) 268-8146	#CH1248171C A/M CAPA LT Fender liner 3.6L, 5.7L Quote: 553217371 Expires: 05/28/20	\$ 94.00
9	Keystone 3131 SOUTH NORTH POINT DRIVE, #103 FRESNO CA 93725 (559) 268-8146	#CH1000A24C A/M CAPA Bumper cover Quote: 553220334 Expires: 05/28/20	\$ 538.00
11	Keystone-Insurance-B-Fresno 3131S NORTH POINT DRIVE STE103 FRESNO CA 93725 (800) 339-5033 (559) 271-6750	#CH1042111 A/M KEYSIQ LT Support inner	\$ 23.00
12	Keystone-Insurance-B-Fresno 3131S NORTH POINT DRIVE STE103 FRESNO CA 93725 (800) 339-5033 (559) 271-6750	#CH1042118 A/M KEYSIQ LT Support outer	\$ 6.00
13	Keystone-Insurance-B-Fresno 3131S NORTH POINT DRIVE STE103 FRESNO CA 93725 (800) 339-5033 (559) 271-6750	#CH1042112 A/M KEYSIQ LT Bumper bracket	\$ 24.00
16	Keystone 3131 SOUTH NORTH POINT DRIVE, #103 FRESNO CA 93725 (559) 268-8146	#CH2550133C A/M CAPA LT Side marker lamp Quote: 553224513 Expires: 05/28/20	\$ 29.00
18	Keystone 3131 SOUTH NORTH POINT DRIVE, #103 FRESNO CA 93725 (559) 268-8146	#CH1225280C A/M CAPA Radiator support Quote: 553224901 Expires: 05/28/20	\$ 229.00
19	Keystone-Insurance-B-Fresno	#CH1228128	\$ 227.00

Preliminary Estimate

Customer: PORTERVILLE, CITY OF

Job Number:

2019 DODG Charger Police AWD (Fleet) 4D SED 8-5.7L Gasoline Sequential MPI BLACK

3131S NORTH POINT DRIVE STE103
FRESNO CA 93725
(800) 339-5033
(559) 271-6750

A/M KEYSIQ Front shield w/o severe duty cooling 3.6, 5.7 liter

21	LKQ Corp 4646 S. Chestnut #105 Fresno CA 93725 (559) 268-5500	#~244553730 USED hood +25% Hood W/O HOOD SCOOP,S#\$R9716 Quote: 553226369 Expires: 05/28/20	\$ 780.00
24	LKQ Corp 4646 S. Chestnut #105 Fresno CA 93725 (559) 268-5500	#~229087293 USED RT Hinge +25% Hood Hinge SE,4DR R, R.,S#\$C1950 Quote: 553227832 Expires: 05/28/20	\$ 40.00
26	Keystone 3131 SOUTH NORTH POINT DRIVE, #103 FRESNO CA 93725 (559) 268-8146	#CH1236118 A/M LT Hinge Quote: 553228003 Expires: 05/28/20	\$ 62.00

PORTERVILLE COLLISION CENTER

portervillecollision@ocsnet.net
721 N Sunnyside St, Porterville, CA 93257
Phone: (559) 782-5181
FAX: (559) 784-0488

Workfile ID: a21fb481
PartsShare: 5PhxgM
State EPA: CAL00035406
BAR: ARD00262887

Preliminary Estimate

Customer: CITY OF PORTERVILLE

Written By: Juan Luis Caballero

Insured: CITY OF PORTERVILLE
Type of Loss:
Point of Impact:

Policy #:
Date of Loss:

Claim #:
Days to Repair: 0

Owner:
CITY OF PORTERVILLE
291 N MAIN ST
PORTERVILLE, CA 93257
(559) 782-7597 Business

Inspection Location:
PORTERVILLE COLLISION CENTER
721 N Sunnyside St
Porterville, CA 93257
Repair Facility
(559) 782-5181 Business

Insurance Company:

VEHICLE

2019 DODG Charger Police AWD (Fleet) 4D SED 8-5.7L Gasoline Sequential MPI

VIN: 2C3CDXKT4KH733124
License: 1582362
State: CA

Interior Color:
Exterior Color:
Production Date: 10/2019

Mileage In: 4,659
Mileage Out:
Condition:

Vehicle Out:
Job #:

TRANSMISSION

4 Wheel Drive

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Power Driver Seat

DECOR

Dual Mirrors
Tinted Glass
Overhead Console

CONVENIENCE

Air Conditioning

Intermittent Wipers

Tilt Wheel

Cruise Control

Rear Defogger

Keyless Entry

Message Center

Steering Wheel Touch Controls

Telescopic Wheel

Climate Control

Backup Camera

Parking Sensors

RADIO

AM Radio

FM Radio

Stereo

Search/Seek

Auxiliary Audio Connection

SAFETY

Drivers Side Air Bag

Passenger Air Bag

Anti-Lock Brakes (4)

4 Wheel Disc Brakes

Front Side Impact Air Bags

Head/Curtain Air Bags

Hands Free Device

SEATS

Cloth Seats

Bucket Seats

Reclining/Lounge Seats

WHEELS

Styled Steel Wheels

PAINT

Clear Coat Paint

OTHER

Traction Control

Stability Control

California Emissions

Power Trunk/Gate Release

Preliminary Estimate

Customer: CITY OF PORTERVILLE

2019 DODG Charger Police AWD (Fleet) 4D SED 8-5.7L Gasoline Sequential MPI

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1	#	Subl good year tire		1	226.95 X		
		Note: carrolls tire wearhouse					
		eagle rs-a 225/60/18					
2		FRONT BUMPER					
3		O/H bumper assy				3.4	
4	**	Repl Non OEM Bumper cover	6826776SAC	1	486.00	Incl.	3.4
5		Add for Clear Coat					1.4
6		Repl Closure panel	68226530AF	1	160.00	Incl.	
7		Repl LT Support inner	68226533AA	1	27.75	Incl.	
8		Repl LT Bumper bracket	68226545AB	1	27.95	0.1	
9		Repl LT Support outer	68213538AC	1	7.25	Incl.	
10	**	Repl Non OEM Lower grille w/o adaptive cruise	68214782AB	1	53.00	Incl.	
11		GRILLE					
12	**	Repl Non OEM Upper grille black crossbars	5PP33DX8AB	1	270.00	Incl.	
13		FRONT LAMPS					
14		Repl LT Headlamp assy w/o HID	68410313AC	1	859.00	0.4	
15	**	Repl Non OEM NSF LT Side marker lamp	68214405AA	1	25.00	Incl.	
16		RADIATOR SUPPORT					
17		Repl Crossmember	5065240AH	1	259.00	0.5	0.8
18	**	Repl Non OEM Radiator support	68200478AC	1	229.00	1.0	1.0
19		Overlap Minor Panel					-0.2
20		Refrigerant recovery			m	0.4	
21		Aim headlamps				0.5	
22		R&I Front shield w/o severe duty cooling 3.6, 5.7 liter				Incl.	
23		Repl LT Air guide 3.6L, 5.7L	68212037AB	1	22.00	0.1	
24		AIR CONDITIONER & HEATER					
25	**	Repl Non OEM Condenser assy	68085784AA	1	221.00 m	1.5	
26		AC Service evacuate & recharge			m	1.4	
27		HOOD					
28	*	Repl USED hood +25%	68265445AB	1	975.00	0.6	3.0
29		Add for Clear Coat					1.2
30		Refn hinge					0.3
31		Refn underside					1.5
32		FENDER					
33	**	Repl Non OEM LT Fender	68213061AC	1	222.00	1.6	2.0
34		Overlap Major Adj. Panel					-0.4
35		Add for Clear Coat					0.3
36		Add for Edging					0.5
37		Add for Clear Coat					0.1
38	**	Repl Non OEM LT Fender liner 3.6L,	68205937AG	1	97.00	Incl.	

Preliminary Estimate

Customer: CITY OF PORTERVILLE

2019 DODG Charger Police AWD (Fleet) 4D SED 8-5.7L Gasoline Sequential MPI

		5.7L						
39	**	Repl	Non OEM RT Fender	68213060AC	1	222.00	1.6	2.0
40			Overlap Major Adj. Panel					-0.4
41			Add for Clear Coat					0.3
42			Add for Edging					0.5
43			Add for Clear Coat					0.1
44	WHEELS							
45		Repl	LT/Front Wheel, steel w/police 18", AWD	68206561AA	1	195.00 m	0.3	
46	FRONT SUSPENSION							
47		Repl	LT Lower cntrl arm w/o heavy duty	5168283AB	1	512.00 m	1.4	
48		Repl	LT Strut touring susp.	68072068AG	1	185.00 m	1.4	
49			Deduct for Overlap					-0.3
50	INSTRUMENT PANEL							
51		Repl	Instrument panel w/column shift mini console	6ED44DX9AC	1	1,055.00	6.8	
52	RESTRAINT SYSTEMS							
53		Repl	Driver air bag w/SRT logo	6RS501VXAA	1	917.00 m	0.4	
54			Air bag system diagnosis			m	0.5	
55		Repl	Control module w/police	68371749AA	1	297.00 m	0.6	
open		Repl	Psng air bag	68335088AA	1	667.00 m	0.5	
57		Repl	Knee air bag	5057792AH	1	334.00 m	0.6	
58		Repl	LT Head air bag	68222743AF	1	277.00 m	0.8	
59		Repl	LT Ft impact sensor	56054085AA	1	130.00 m	0.3	
60		Repl	RT Retractor assy black	1HZ06DX9AI	1	259.00	0.7	
61		Repl	LT Retractor assy black	1HZ05DX9AI	1	252.00	0.7	
62		Repl	RT Buckle end black	6MS001X9AA	1	180.00	0.2	
63		Repl	LT Buckle end black	6MS011X9AA	1	170.00	0.2	
64	FRONT DOOR							
65	*	Rpr	LT Door shell (HSS)				5.0	2.1
66			Overlap Major Adj. Panel					-0.4
67			Add for Clear Coat					0.3
68		R&I	LT Power mirror w/o heat, w/o memory, w/o blind spot blue				0.5	
69		R&I	LT R&I trim panel				0.5	
70		R&I	LT Handle, outside black				0.4	
71		R&I	LT Belt w/strip				0.3	
72	REAR DOOR							
73		Repl	LT Outer panel (HSS)	55113521AE	1	459.00	6.4	2.0
74			Overlap Major Adj. Panel					-0.4
75			Add for Clear Coat					0.3
76			Add for Edging					0.5
77			Add for Clear Coat					0.1
78			Add for Inside					0.5
79			Add for Clear Coat					0.1

Preliminary Estimate

Customer: CITY OF PORTERVILLE

2019 DODG Charger Police AWD (Fleet) 4D SED 8-5.7L Gasoline Sequential MPI

80	BACK GLASS							
81	*	Subl	Back glass Dodge +25%	1	137.50	X		
82	QUARTER PANEL							
83	#	Subl	Hazardous waste removal	1	6.00			
84		Repl	LT Quarter panel	68265443AF	1	675.00	18.0	3.4
85			Overlap Major Adj. Panel					-0.4
86	*		Add for Clear Coat					0.6
87	REAR LAMPS							
88		R&I	LT Tail lamp assy				Incl.	
89	REAR BUMPER							
90		R&I	R&I bumper cover				Incl.	
91	#	Rpr	Remove L F door decals				1.0	
92	#	Repl	setina front bumper bodyguard +25%	1	573.75			
93	#	Repl	Cover Car	1	18.00	T		
94	#		Color tint / color match	1	10.00	T	0.5	
95	#	Repl	Flex additive	1	10.00	T		
96	#	Subl	Four wheel alignment	1	99.94			
97	#	Subl	Tire mount & wheel balance	1	19.60			
98	#	Rpr	Pre scan				0.5	M
99	#	Rpr	Post scan				0.5	M
100	#	Subl	windshield	1	375.00	X		
			Note: chads auto glass					
SUBTOTALS					12,403.69		61.8	26.1

ESTIMATE TOTALS

Category	Basis		Rate	Cost \$
Parts				11,763.74
Body Labor	60.8 hrs	@	\$ 69.00 /hr	4,195.20
Paint Labor	26.1 hrs	@	\$ 69.00 /hr	1,800.90
Mechanical Labor	1.0 hrs	@	\$ 85.00 /hr	85.00
Paint Supplies	26.1 hrs	@	\$ 39.50 /hr	1,030.95
Miscellaneous				639.95
Subtotal				19,515.74
Sales Tax	\$ 12,695.19	@	9.2500 %	1,174.31
Grand Total				20,690.05
Deductible				0.00
CUSTOMER PAY				0.00
INSURANCE PAY				20,690.05

Preliminary Estimate

Customer: CITY OF PORTERVILLE

2019 DODG Charger Police AWD (Fleet) 4D SED 8-5.7L Gasoline Sequential MPI

FOR YOUR PROTECTION CALIFORNIA LAW REQUIRES THE FOLLOWING TO APPEAR ON THIS FORM: ANY PERSON WHO KNOWINGLY PRESENTS FALSE OR FRAUDULENT CLAIM FOR THE PAYMENT OF A LOSS IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN STATE PRISON.

THE FOLLOWING IS A LIST OF ABBREVIATIONS OR SYMBOLS THAT MAY BE USED TO DESCRIBE WORK TO BE DONE OR PARTS TO BE REPAIRED OR REPLACED:

MOTOR ABBREVIATIONS/SYMBOLS: D=DISCONTINUED PART, A=APPROXIMATE PRICE. LABOR TYPES: B=BODY LABOR, D=DIAGNOSTIC, E=ELECTRICAL, F=FRAME, G=GLASS, M=MECHANICAL, P=PAINT LABOR, S=STRUCTURAL, T=TAXED MISCELLANEOUS, X=NON TAXED MISCELLANEOUS. CCC ONE: ADJ=ADJACENT, ALGN=ALIGN, A/M=AFTERMARKET, BLND=BLEND, CAPA=CERTIFIED AUTOMOTIVE PARTS ASSOCIATION, D&R=DISCONNECT AND RECONNECT, EST=ESTIMATE, EXT. PRICE=UNIT PRICE MULTIPLIED BY THE QUANTITY, INCL=INCLUDED, MISC=MISCELLANEOUS, NAGS=NATIONAL AUTO GLASS SPECIFICATIONS, NON-ADJ=NON ADJACENT, O/H=OVERHAUL, OP=OPERATION, NO=LINE NUMBER, QTY=QUANTITY, RECOND=RECONDITION, REFN=REFINISH, REPL=REPLACE, R&I=REMOVE AND INSTALL, R&R=REMOVE AND REPLACE, RPR=REPAIR, RT=RIGHT, SECT=SECTION, SUBL=SUBLET, LT=LEFT, W/O=WITHOUT, W/_=WITH/_ SYMBOLS: #=MANUAL LINE ENTRY, *=OTHER [IE..MOTORS DATABASE INFORMATION WAS CHANGED], **=DATABASE LINE WITH AFTERMARKET, N=NOTES ATTACHED TO LINE. OPT OEM=ORIGINAL EQUIPMENT MANUFACTURER PARTS EITHER OPTIONALLY SOURCED OR OTHERWISE PROVIDED WITH SOME UNIQUE PRICING OR DISCOUNT.

"CURE TIME" MEANS THE LENGTH OF TIME THAT, PER THE ADHESIVE MANUFACTURER, THE WINDSHIELD ADHESIVE NEEDS TO CURE UNTIL THE WINDSHIELD CAN PROPERLY FUNCTION AS A SAFETY DEVICE PURSUANT TO THE FEDERAL MOTOR VEHICLE SAFETY STANDARDS AND THE VEHICLE MANUFACTURER'S SPECIFICATIONS.

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF CRASH PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. ANY WARRANTIES APPLICABLE TO THESE REPLACEMENT PARTS ARE PROVIDED BY THE MANUFACTURER OR DISTRIBUTOR OF THE PARTS, RATHER THAN BY THE ORIGINAL MANUFACTURER OF YOUR VEHICLE.

Preliminary Estimate

Customer: CITY OF PORTERVILLE

2019 DODG Charger Police AWD (Fleet) 4D SED 8-5.7L Gasoline Sequential MPI

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR3PB11, CCC Data Date 04/16/2020, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2020 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category.
X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category.
M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel.
CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel.
HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non
Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace.
R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel.
Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Information Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway
Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

Preliminary Estimate

Customer: CITY OF PORTERVILLE

2019 DODG Charger Police AWD (Fleet) 4D SED 8-5.7L Gasoline Sequential MPI

PARTS SUPPLIER LIST

Line	Supplier	Description	Price
4	Keystone 3131 SOUTH NORTH POINT DRIVE, #103 FRESNO CA 93725 (559) 268-8146	#CH1000A24 Non OEM Bumper cover Quote: 553447503 Expires: 05/28/20	\$ 486.00
10	Keystone 3131 SOUTH NORTH POINT DRIVE, #103 FRESNO CA 93725 (559) 268-8146	#CH1036140 Non OEM Lower grille w/o adaptive cruise Quote: 553447547 Expires: 05/28/20	\$ 53.00
12	Keystone 3131 SOUTH NORTH POINT DRIVE, #103 FRESNO CA 93725 (559) 268-8146	#CH1200388 Non OEM Upper grille black crossbars Quote: 553447274 Expires: 05/28/20	\$ 270.00
15	Keystone-Complete-B-Fresno 3131S NORTH POINT DRIVE STE103 FRESNO CA 93725 (800) 339-5033 (559) 271-6750	#CH2550133N Non OEM NSF LT Side marker lamp	\$ 25.00
18	Keystone 3131 SOUTH NORTH POINT DRIVE, #103 FRESNO CA 93725 (559) 268-8146	#CH1225280 Non OEM Radiator support Quote: 553448347 Expires: 05/28/20	\$ 229.00
25	1-800-Radiator 1036 N. MARCIN STREET VISALIA CA 93291 (559) 734-4004	#303659AD Non OEM Condenser assy Quote: 20751103 Expires: 04/27/20	\$ 221.00
28	LKQ Corp 4646 S. Chestnut #105 Fresno CA 93725 (559) 268-5500	#~244553730 USED hood +25% Hood W/O HOOD SCOOP,S#\$R9716 Quote: 553446388 Expires: 05/28/20	\$ 780.00
33	Keystone 3131 SOUTH NORTH POINT DRIVE, #103 FRESNO CA 93725 (559) 268-8146	#CH1240282 Non OEM LT Fender Quote: 553446161 Expires: 05/28/20	\$ 222.00
38	Keystone-Complete-B-Fresno 3131S NORTH POINT DRIVE STE103	#CH1248171 Non OEM LT Fender liner 3.6L, 5.7L	\$ 97.00

Preliminary Estimate

Customer: CITY OF PORTERVILLE

2019 DODG Charger Police AWD (Fleet) 4D SED 8-5.7L Gasoline Sequential MPI

FRESNO CA 93725

(800) 339-5033

(559) 271-6750

39	Keystone	#CH1241282	\$ 222.00
	3131 SOUTH NORTH POINT DRIVE, #103	Non OEM RT Fender	
	FRESNO CA 93725	Quote: 553447851	
	(559) 268-8146	Expires: 05/28/20	



Golden State Paint and Body

Always Quality First
1915 W. Olive Avenue, Porterville, CA 93257
Phone: (559) 781-3604
FAX: (559) 781-5802

Workfile ID: fae91543
PartsShare: 5PHy5H
Federal ID: 77-057-5597
State EPA: CAL000205607
BAR: AH141571

Preliminary Estimate

Customer: City of Porterville

Written By: Hugo Sanchez

Insured: City of Porterville
Type of Loss:
Point of Impact: 12 Front

Policy #:
Date of Loss:

Claim #:
Days to Repair: 0

Owner:

City of Porterville
555 N Prospect
Porterville, CA 93257
(559) 782-7597 Cell

Inspection Location:

Golden State Paint and Body
1915 W. Olive Avenue
Porterville, CA 93257
Repair Facility
(559) 781-3604 Business

Insurance Company:

VEHICLE

2019 DODG Charger Police AWD (Fleet) 4D SED 8-5.7L Gasoline Sequential MPI BLK

VIN: 2C3CDXKT4KH733124
License: 1582362
State: CA

Interior Color:
Exterior Color: BLK
Production Date: 10/2019

Mileage In: 4,659
Mileage Out:
Condition:

Vehicle Out:
Job #:

TRANSMISSION

Automatic Transmission
4 Wheel Drive

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Power Driver Seat

DECOR

Dual Mirrors
Tinted Glass
Overhead Console

CONVENIENCE

Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
Message Center
Steering Wheel Touch Controls
Telescopic Wheel
Climate Control
Backup Camera
Parking Sensors

RADIO

AM Radio

FM Radio

Stereo

Search/Seek

Auxiliary Audio Connection

SAFETY

Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Front Side Impact Air Bags
Head/Curtain Air Bags
Hands Free Device

SEATS

Cloth Seats

Bucket Seats

Reclining/Lounge Seats

WHEELS

Styled Steel Wheels

PAINT

Clear Coat Paint

OTHER

Traction Control
Stability Control
California Emissions
Power Trunk/Gate Release

Preliminary Estimate

Customer: City of Porterville

2019 DODG Charger Police AWD (Fleet) 4D SED 8-5.7L Gasoline Sequential MPI BLK

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		FRONT BUMPER					
2		O/H front bumper				3.5	
3	**	Repl RECOND Bumper cover	5PP39TZAE	1	596.00	Incl.	3.2
4		Add for Clear Coat					1.3
5		Repl Cover support	68226530AF	1	160.00	Incl.	
6		Repl LT Support inner	68226533AA	1	27.75	Incl.	
7		Repl LT Support outer	68213538AC	1	7.25	Incl.	
8		Repl LT Bumper bracket	68226545AB	1	27.95	0.1	
9		Repl Lower support	68225538AA	1	141.00	Incl.	
10		Repl Filler panel	68225517AA	1	68.25	Incl.	
11		R&I License bracket type 1				0.1	
12	#	Repl A/M Push bar		1	<u>Incl.</u>	2.5	
Note: customer will provide push bar							
13		GRILLE					
14		Repl Upper grille black crossbars	5PP33DX8AB	1	334.00	Incl.	
15		FRONT LAMPS					
16	*	R&I RT Headlamp assy w/o HID				<u>0.4</u>	
17		Repl LT Headlamp assy w/o HID	68410313AC	1	859.00	0.4	
18	*	R&I RT Lamp cover				<u>0.1</u>	
19		R&I RT Side marker lamp				Incl.	
20	*	R&I LT Lamp cover				<u>0.1</u>	
21		Repl LT Side marker lamp	68214405AA	1	35.45	Incl.	
22	#	Repl LT Side marker pig tail		1	125.00	<u>Incl.</u>	
23		Repl Aim headlamps		1		0.5	
24		RADIATOR SUPPORT					
25		Repl Front shield w/o severe duty cooling 3.6, 5.7 liter	68214511AC	1	267.00	Incl.	
26		HOOD					
27		Repl Hood (ALU)	68265445AB	1	1,065.00	1.5	3.0
28		Add for Underside(Complete)					1.5
29		Add for Clear Coat					0.3
30		R&I Insulator				Incl.	
31		R&I RT Hinge				0.3	
32		R&I LT Hinge				0.3	
33		R&I RT Lift cylinder				0.2	
34		R&I LT Lift cylinder				0.2	
35	*	R&I Front w'strip				<u>Incl.</u>	
36		FENDER					
37		Repl RT Fender	68213060AC	1	300.00	1.6	2.0
38		Overlap Major Adj. Panel					-0.4
39		Add for Edging					0.5
40		Add for Clear Coat					0.1
41		Repl LT Fender	68213061AC	1	300.00	1.6	2.0

Preliminary Estimate

Customer: City of Porterville

2019 DODG Charger Police AWD (Fleet) 4D SED 8-5.7L Gasoline Sequential MPI BLK

42		Overlap Major Adj. Panel					-0.4
43		Add for Edging					0.5
44		Add for Clear Coat					0.1
45	R&I	RT Insulator				Incl.	
46	R&I	LT Insulator				Incl.	
47	R&I	RT Seal				Incl.	
48	R&I	LT Seal				Incl.	
49	R&I	RT Fender liner 3.6L, 5.7L				Incl.	
50	Repl	LT Fender liner 3.6L, 5.7L	68205937AG	1	117.00	Incl.	
51	WHEELS						
52	Repl	LT/Front Wheel, steel w/police 18", AWD	68206561AA	1	195.00 m	0.3 M	
53	*	Repl	LT/Front Hub cap	4895432AA	1	85.75	<u>Incl.</u>
54	#	Subl	MOUNT & BALANCE	1	20.00 X		
55	STEERING COLUMN						
56		O/H strg column			m	3.4 M	
57	Repl	Steering column w/o power adjust w/AWD	68140568AH	1	m	Incl. M	
58	Repl	Lower coupling w/o AWD w/o 6.2L or 6.4L	55057340AA	1	197.00		
59	STEERING WHEEL						
60	Repl	Steering wheel w/leather, w/o shifter controls w/o heated	6AD821X9AA	1	357.00 m	Incl. M	
61	WINDSHIELD						
62	Repl	Windshield NAGS w/o rain sensor, w/o humidity sensor	DW02175GTY	1	486.95	3.5	
63	#	Repl	Urethane Kit	1	20.00	<u>Incl.</u>	
64	R&I	Mirror inside w/auto dim w/o UConnect				Incl.	
65	INSTRUMENT PANEL						
66	Repl	Instrument panel w/o column shift	6DE36DX9AC	1	2,170.00	6.8	
67	Repl	Knee bolster w/police	1SW62DX9AF	1	135.00	Incl.	
68	CONSOLE						
69	R&I	R&I console assy				1.0	
70	RESTRAINT SYSTEMS						
71	Repl	Psngr air bag	68335088AA	1	667.00 m	0.5 M	
72		Air bag system diagnosis			m	0.5 M	
73	Repl	Driver air bag w/o SRT logo	1ZZ44DX9AH	1	917.00 m	Incl. M	
74	Repl	Knee air bag	5057792AH	1	334.00 m	0.6 M	
75	Repl	LT Head air bag	68222743AF	1	277.00 m	0.8 M	
76	Repl	RT Ft impact sensor	56054085AA	1	130.00 m	0.3 M	
77	Repl	LT Ft impact sensor	56054085AA	1	130.00 m	0.3 M	
78	Repl	Clockspring	SEE FOOTNOTE	1			
79	Repl	LT Retractor assy black	1HZ05DX9AI	1	252.00	0.7	
80	Repl	LT Buckle end black	6MS011X9AA	1	170.00	0.2	
81	ROOF						

Preliminary Estimate

Customer: City of Porterville

2019 DODG Charger Police AWD (Fleet) 4D SED 8-5.7L Gasoline Sequential MPI BLK

82		Repl	Headliner w/o sunroof w/o options	6RG17DX9AC	1	1,135.00	3.9	
83	*	Blnd	LT Roof Rail				s	0.8
84	PILLARS, ROCKER & FLOOR							
85		R&I	RT Rocker molding				Incl.	
86		Repl	LT Rocker molding w/o SRT8	1LP87TZZAG	1	365.00	Incl.	1.7
87			Overlap Major Non-Adj. Panel					-0.2
88	FRONT DOOR							
89		R&I	LT R&I door assy				Incl.	
90		Repl	LT Outer panel (HSS)	68210671AA	1	375.00	7.0	2.1
91			Overlap Major Adj. Panel					-0.4
92			Add for Edging					0.5
93			Add for Clear Coat					0.1
94		R&I	LT Belt w'strip				Incl.	
95		R&I	LT Door w'strip				Incl.	
96		R&I	LT Lower w'strip				Incl.	
97		R&I	LT Front w'strip				Incl.	
98		R&I	LT Applique				Incl.	
99		R&I	LT Frame molding				0.3	
100		R&I	LT Power mirror w/o heat, w/o memory, w/o blind spot blue				Incl.	
101		R&I	LT Door glass Dodge				0.6	
102	*	R&I	LT Run channel				0.3	
103		R&I	LT Handle, outside black				Incl.	
104		R&I	LT Handle, outside bracket				Incl.	
105	*	R&I	LT Latch				Incl.	
106		R&I	LT Mount plate				0.6	
107		R&I	LT Frame trim standard audio				0.3	
108		R&I	LT R&I trim panel				Incl.	
109	REAR DOOR							
110		Repl	LT Door shell (HSS)	68089373AE	1	1,040.00	5.7	3.0
111			Overlap Major Adj. Panel					-0.4
112		R&I	LT Belt w'strip				Incl.	
113		R&I	LT Door w'strip				Incl.	
114		R&I	LT Lower w'strip				Incl.	
115		R&I	LT Rear w'strip				Incl.	
116		R&I	LT Applique				Incl.	
117		R&I	LT Frame molding				Incl.	
118		R&I	LT Moveable glass Dodge				Incl.	
119	*	R&I	LT Fixed glass Dodge				Incl.	
120		R&I	LT Run channel				Incl.	
121	*	R&I	LT Window regulator				Incl.	
122		R&I	LT Handle, outside black				Incl.	
123	*	R&I	LT Latch				Incl.	
124		R&I	LT Mount plate				0.6	
125		R&I	LT Frame trim				0.3	

Preliminary Estimate

Customer: City of Porterville

2019 DODG Charger Police AWD (Fleet) 4D SED 8-5.7L Gasoline Sequential MPI BLK

126		R&I	LT R&I trim panel				Incl.	
127	BACK GLASS							
128		R&I	Back glass Dodge				Incl.	
129	#	Repl	Urethane Kit		1	20.00	Incl.	
130	QUARTER PANEL							
131		Repl	LT Quarter panel	68265443AF	1	875.00	18.0	3.4
132			Overlap Major Adj. Panel					-0.4
133			Clear Coat					2.5
134		R&I	LT Wheelhouse liner w/o vented bumper				Incl.	
135		R&I	Fuel door				0.3	
136		Blnd	Fuel door					0.2
137		R&I	LT Pressure vent				0.2	
138	*	R&I	Fuel pocket				0.3	
139		Blnd	LT Inner wheelhouse			s		0.4
140		Blnd	LT Inner panel (HSS)			s		0.8
141		Blnd	LT Trough					0.3
142		R&I	LT Qtr pillar trim black				Incl.	
143		R&I	LT Lwr pillar trim black				Incl.	
144		R&I	LT Upper qtr trim black				Incl.	
145	REAR BODY & FLOOR							
146		Blnd	Rear body panel					0.8
147		Blnd	LT Tail lamp pocket					0.3
148	TRUNK LID							
149		R&I	R&I trunk lid				0.8	
150	REAR LAMPS							
151		Repl	LT Tail lamp assy	68213145AD	1	429.00	Incl.	
152		R&I	RT Side marker lamp				0.2	
153		R&I	LT Side marker lamp				0.2	
154	REAR BUMPER							
155		R&I	R&I bumper cover				Incl.	
156	VEHICLE DIAGNOSTICS							
157	*	Repl	Post-repair scan		1	m	0.5	M
158	MISCELLANEOUS OPERATIONS							
159	#	Subl	4 WHEEL ALIGN		1	89.95	X	
160	#	Repl	Flex additive		1	7.00	T	
161	#	Repl	CORROSION PROTECTION		1	10.00	T	
162	#	Repl	SPRAY TEST PANEL / TINT COLOR		1	7.50	T	0.5
163		Repl	Cover car/bag		1			0.2
164	#	Rpr	DENIB/TEXTURE SAND & POLISH					2.0
165	#	Subl	HAZARDOUS WASTE REMOVAL		1	5.00	X	
SUBTOTALS						15,332.80	75.1	29.2

Preliminary Estimate

Customer: City of Porterville

2019 DODG Charger Police AWD (Fleet) 4D SED 8-5.7L Gasoline Sequential MPI BLK

ESTIMATE TOTALS

Category	Basis		Rate	Cost \$
Parts				15,193.35
Body Labor	67.9 hrs	@	\$ 68.00 /hr	4,617.20
Paint Labor	29.2 hrs	@	\$ 68.00 /hr	1,985.60
Mechanical Labor	7.2 hrs	@	\$ 80.00 /hr	576.00
Paint	30.2 hrs	@	\$ 35.00 /hr	1,057.00
Miscellaneous				139.45
Subtotal				23,568.60
Sales Tax	\$ 16,274.85	@	9.2500 %	1,505.42
Grand Total				25,074.02
Deductible				0.00
CUSTOMER PAY				0.00
INSURANCE PAY				25,074.02

THIS ESTIMATE IS BASED ON OUR INSPECTION AND DOES NOT COVER ADDITIONAL PARTS OR LABOR WHICH MAY BE REQUIRED AFTER THE WORK HAS BEEN STARTED. AFTER THE WORK HAS BEEN STARTED, WORN OR DAMAGED PARTS WHICH WERE NOT EVIDENT ON FIRST INSPECTION MAY BE DISCOVERED. NATURALLY, THIS ESTIMATE CANNOT COVER SUCH CONTINGENCIES. ALL PARTS WILL BE REPLACED WITH NEW PARTS UNLESS STATED OTHERWISE.

If, on further inspection, additional parts or repairs are needed, you will be contacted for authorization. We are not responsible for personal property left in your vehicle during repairs. All tests will be made by our employees at your risk. All repairs must be paid for in full, including the deductible, before vehicle can be released, unless prior arrangements are made.

Preliminary Estimate

Customer: City of Porterville

2019 DODG Charger Police AWD (Fleet) 4D SED 8-5.7L Gasoline Sequential MPI BLK

FOR YOUR PROTECTION CALIFORNIA LAW REQUIRES THE FOLLOWING TO APPEAR ON THIS FORM: ANY PERSON WHO KNOWINGLY PRESENTS FALSE OR FRAUDULENT CLAIM FOR THE PAYMENT OF A LOSS IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN STATE PRISON.

THE FOLLOWING IS A LIST OF ABBREVIATIONS OR SYMBOLS THAT MAY BE USED TO DESCRIBE WORK TO BE DONE OR PARTS TO BE REPAIRED OR REPLACED:

MOTOR ABBREVIATIONS/SYMBOLS: D=DISCONTINUED PART, A=APPROXIMATE PRICE. LABOR TYPES: B=BODY LABOR, D=DIAGNOSTIC, E=ELECTRICAL, F=FRAME, G=GLASS, M=MECHANICAL, P=PAINT LABOR, S=STRUCTURAL, T=TAXED MISCELLANEOUS, X=NON TAXED MISCELLANEOUS. CCC ONE: ADJ=ADJACENT, ALGN=ALIGN, A/M=AFTERMARKET, BLND=BLEND, CAPA=CERTIFIED AUTOMOTIVE PARTS ASSOCIATION, D&R=DISCONNECT AND RECONNECT, EST=ESTIMATE, EXT. PRICE=UNIT PRICE MULTIPLIED BY THE QUANTITY, INCL=INCLUDED, MISC=MISCELLANEOUS, NAGS=NATIONAL AUTO GLASS SPECIFICATIONS, NON-ADJ=NON ADJACENT, O/H=OVERHAUL, OP=OPERATION, NO=LINE NUMBER, QTY=QUANTITY, RECOND=RECONDITION, REFN=REFINISH, REPL=REPLACE, R&I=REMOVE AND INSTALL, R&R=REMOVE AND REPLACE, RPR=REPAIR, RT=RIGHT, SECT=SECTION, SUBL=SUBLET, LT=LEFT, W/O=WITHOUT, W/_=WITH/_ SYMBOLS: #=MANUAL LINE ENTRY, *=OTHER [IE..MOTORS DATABASE INFORMATION WAS CHANGED], **=DATABASE LINE WITH AFTERMARKET, N=NOTES ATTACHED TO LINE. OPT OEM=ORIGINAL EQUIPMENT MANUFACTURER PARTS EITHER OPTIONALLY SOURCED OR OTHERWISE PROVIDED WITH SOME UNIQUE PRICING OR DISCOUNT.

"CURE TIME" MEANS THE LENGTH OF TIME THAT, PER THE ADHESIVE MANUFACTURER, THE WINDSHIELD ADHESIVE NEEDS TO CURE UNTIL THE WINDSHIELD CAN PROPERLY FUNCTION AS A SAFETY DEVICE PURSUANT TO THE FEDERAL MOTOR VEHICLE SAFETY STANDARDS AND THE VEHICLE MANUFACTURER'S SPECIFICATIONS.

Preliminary Estimate

Customer: City of Porterville

2019 DODG Charger Police AWD (Fleet) 4D SED 8-5.7L Gasoline Sequential MPI BLK

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR3PB11, CCC Data Date 04/16/2020, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2020 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

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m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Information Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

Preliminary Estimate

Customer: City of Porterville

2019 DODG Charger Police AWD (Fleet) 4D SED 8-5.7L Gasoline Sequential MPI BLK

PARTS SUPPLIER LIST

Line	Supplier	Description	Price
3	Keystone-Insurance-B-Fresno 3131S NORTH POINT DRIVE STE103 FRESNO CA 93725 (800) 339-5033 (559) 271-6750	#CH1000A23R RECOND Bumper cover	\$ 596.00

MILINICH BODY WORKS
631 N SUNNYSIDE ST, milinich@sbcglobal.net,
PORTERVILLE, CA 93257
Phone: (559) 784-8827
FAX: (559) 784-2972

Workfile ID: e3901d3f
PartsShare: 5Phfqk
Federal ID: 90-0787680
State EPA: S412
BAR: ARD00279737

Preliminary Estimate

Customer: PORTERVILLE, CITY OF

Job Number:

Insured: PORTERVILLE, CITY OF

Policy #:

Claim #:

Type of Loss:

Date of Loss:

Days to Repair: 0

Point of Impact: 01 Right Front

Owner:

PORTERVILLE, CITY OF

Inspection Location:

MILINICH BODY WORKS
631 N SUNNYSIDE ST
milinich@sbcglobal.net
PORTERVILLE, CA 93257
Repair Facility
(559) 784-8827 Business

Insurance Company:

VEHICLE

2014 DODG Charger Police RWD (Fleet) 4D SED 8-5.7L Gasoline BLACK AND WHITE

VIN: 2C3CDXAT1EH191048

Interior Color:

Mileage In:

Vehicle Out:

License:

Exterior Color: BLACK AND WHITE

Mileage Out:

State: CA

Production Date:

Condition:

Job #:

TRANSMISSION

Automatic Transmission

POWER

Power Steering

Power Brakes

Power Windows

Power Locks

Power Mirrors

Power Driver Seat

DECOR

Dual Mirrors

Tinted Glass

Overhead Console

CONVENIENCE

Air Conditioning

Intermittent Wipers

Tilt Wheel

Cruise Control

Rear Defogger

Keyless Entry

Message Center

Steering Wheel Touch Controls

Climate Control

RADIO

AM Radio

FM Radio

Stereo

Search/Seek

CD Player

Auxiliary Audio Connection

SAFETY

Drivers Side Air Bag

Passenger Air Bag

Anti-Lock Brakes (4)

4 Wheel Disc Brakes

Front Side Impact Air Bags

Head/Curtain Air Bags

Hands Free Device

SEATS

Cloth Seats

Bucket Seats

Reclining/Lounge Seats

WHEELS

Styled Steel Wheels

PAINT

Clear Coat Paint

OTHER

Traction Control

Stability Control

Power Trunk/Gate Release

Preliminary Estimate

Customer: PORTERVILLE, CITY OF

Job Number:

2014 DODG Charger Police RWD (Fleet) 4D SED 8-5.7L Gasoline BLACK AND WHITE

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		FENDER					
2	**	Repl A/M RT Fender	55113584AB	1	141.00	1.6	2.0
3		Add for Clear Coat		0	0.00	0.0	0.8
4		Add for Edging		0	0.00	0.0	0.5
5		Add for Clear Coat		0	0.00	0.0	0.1
6	**	Repl A/M RT Fender liner	68083028AH	1	63.00	Incl.	0.0
7		FRONT BUMPER					
8		O/H front bumper		0	0.00	2.7	0.0
9	**	Repl A/M KEYSIQ Bumper cover w/adaptive cruise	68092597AA	1	217.00	Incl.	3.2
10		Add for Clear Coat		0	0.00	0.0	1.3
11		Repl RT Bumper cover retainer	4878883AA	1	3.35	0.0	0.0
12		FRONT LAMPS					
13	*	Repl USED RT Headlamp assy w/o HID +25%	57010410AF	1	203.75	<u>0.4</u>	0.0
14		HOOD					
15	*	Rpr Hood (ALU)		0	0.00	<u>0.5</u>	<u>0.0</u>
16		FRONT DOOR					
17	*	Repl USED RT door assy +25%	68089370AD	1	593.75	2.1	3.1
18		Overlap Major Adj. Panel		0	0.00	0.0	-0.4
19		Add for Clear Coat		0	0.00	0.0	0.5
20		Repl RT Door w'strip	68040044AJ	1	120.00	0.4	0.0
21		R&I RT Power mirror w/o heat, w/o memory, w/o blind spot blue		0	0.00	0.5	0.0
22		R&I RT Handle, outside black		0	0.00	0.4	0.0
23		R&I RT R&I trim panel		0	0.00	0.5	0.0
24		REAR DOOR					
25	*	Rpr RT Door shell (HSS)		0	0.00	<u>3.5</u>	2.0
26		Overlap Major Adj. Panel		0	0.00	0.0	-0.4
27		Add for Clear Coat		0	0.00	0.0	0.3
28		R&I RT Belt w'strip		0	0.00	0.3	0.0
29		R&I RT Handle, outside black		0	0.00	0.4	0.0
30		R&I RT R&I trim panel		0	0.00	0.5	0.0
31		QUARTER PANEL					
32	*	Repl USED RT quarter panel	68096292AD	1	400.00	16.0	3.4
33		Overlap Major Adj. Panel		0	0.00	0.0	-0.4
34		Add for Clear Coat		0	0.00	0.0	0.6
35	#	Repl TRIM USED QTR. PANEL TO FIT		1	0.00	2.0	0.0
36		REAR LAMPS					
37	*	Repl USED RT Tail lamp assy +25%	57010414AF	1	118.75	<u>0.4</u>	0.0
38		FRONT SUSPENSION					
39		Repl RT Cap	4782982AB	1	12.60	0.0	0.0
40		Repl RT Strut mount	5181575AA	1	65.35	0.0	0.0

Preliminary Estimate

Customer: PORTERVILLE, CITY OF

Job Number:

2014 DODG Charger Police RWD (Fleet) 4D SED 8-5.7L Gasoline BLACK AND WHITE

41	Repl	RT Splash shield	4779794AB	1	12.10 m	Incl. M	0.0
42	Repl	RT Lower cntrl arm w/o touring susp.	5168389AB	1	192.00 m	1.4 M	0.0
43	Repl	RT Knuckle w/o Brembo brakes	5168420AF	1	794.00 m	2.0 M	0.0
44		Deduct for Overlap		0	0.00	-0.6 M	0.0
45	REAR BUMPER						
46	R&I	R&I bumper cover		0	0.00	1.2	0.0
47	Repl	RT Side support	57010288AD	1	17.85	0.1	0.0
48	*	Rpr Bumper cover w/o rev sensor		0	0.00	1.5	3.2
49		Add for Clear Coat		0	0.00	0.0	1.3
50	#	DEDUCT FOR SPOT PAINT		1	0.00	0.0	-0.5
51	#	FRONT WHEEL ALIGNMENT		1	65.00 X	0.0	0.0
52	#	CORROSION PROTECTION		1	6.00	0.2	0.0
53	#	COVER CAR		1	10.00	0.2	0.0
54	#	HAZARDOUS WASTE REMOVAL		1	3.00 X	0.0	0.0
55	WHEELS						
56	**	Repl RECOND RT/Front Wheel, steel w/police 18", RWD	4895425AE	1	148.00 m	0.3 M	0.0
57		Repl RT/Front Hub cap	4895432AA	1	85.75	0.0	0.0
58	#	Repl RT/Front Shock Absorber prt# 68072066ac		1	179.00	1.4	0.0
59	#	Repl RT/Front Ball Joint Kit prt# 68159271aa		1	184.00	0.0	0.0
60	#	Repl RT Strut tension prt# 5168652AC		1	138.00	1.4 M	0.0
SUBTOTALS					3,773.25	41.3	20.6

ESTIMATE TOTALS

Category	Basis		Rate	Cost \$
Parts				3,705.25
Body Labor	36.8 hrs	@	\$ 60.00 /hr	2,208.00
Paint Labor	20.6 hrs	@	\$ 60.00 /hr	1,236.00
Mechanical Labor	4.5 hrs	@	\$ 80.00 /hr	360.00
Paint Supplies	20.6 hrs	@	\$ 33.00 /hr	679.80
Miscellaneous				68.00
Subtotal				8,257.05
Sales Tax	\$ 4,385.05	@	9.2500 %	405.62
Grand Total				8,662.67
Deductible				0.00
CUSTOMER PAY				0.00
INSURANCE PAY				8,662.67

THIS DAMAGE IS BASED ON OUR INSPECTION AND DOES NOT COVER ANY ADDITIONAL PARTS OR LABOR WHICH MAY BE REQUIRED AFTER THE WORK IS OPENED UP. OCCASIONALLY AFTER THE WORK HAS STARTED, WORN OR DAMAGED PARTS ARE DISCOVERED WHICH ARE NOT EVIDENT ON FIRST INSPECTION.

Preliminary Estimate

Customer: PORTERVILLE, CITY OF

Job Number:

2014 DODG Charger Police RWD (Fleet) 4D SED 8-5.7L Gasoline BLACK AND WHITE

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Preliminary Estimate

Customer: PORTERVILLE, CITY OF

Job Number:

2014 DODG Charger Police RWD (Fleet) 4D SED 8-5.7L Gasoline BLACK AND WHITE

PARTS SUPPLIER LIST

Line	Supplier	Description	Price
2	Keystone 3131 SOUTH NORTH POINT DRIVE, #103 FRESNO CA 93725 (559) 268-8146	#CH1241275V A/M RT Fender Quote: 553146727 Expires: 05/28/20	\$ 141.00
6	Keystone 3131 SOUTH NORTH POINT DRIVE, #103 FRESNO CA 93725 (559) 268-8146	#CH1249154 A/M RT Fender liner Quote: 553147351 Expires: 05/28/20	\$ 63.00
9	Keystone-Insurance-B-Fresno 3131S NORTH POINT DRIVE STE103 FRESNO CA 93725 (800) 339-5033 (559) 271-6750	#CH1000993 A/M KEYSIQ Bumper cover w/adaptive cruise	\$ 217.00
13	LKQ Corp 4646 S. Chestnut #105 Fresno CA 93725 (559) 268-5500	#~242095173 USED RT Headlamp assy w/o HID +25% Headlamp Assembly R, SE, (HALOGEN), R.,S#\$TL495 Quote: 553150478 Expires: 05/28/20	\$ 163.00
17	LKQ Corp 4646 S. Chestnut #105 Fresno CA 93725 (559) 268-5500	#~249676989 USED RT door assy +25% Door Assembly, Front R.,S#\$Y0557 Quote: 553153817 Expires: 05/28/20	\$ 475.00
32	LKQ Corp 4646 S. Chestnut #105 Fresno CA 93725 (559) 268-5500	#~242507166 USED RT quarter panel Quarter Panel Assembly CHARGER,4DR,W/SUN R, R.,S#\$YC1441 Quote: 553160942 Expires: 05/28/20	\$ 305.00
37	LKQ Corp 4646 S. Chestnut #105 Fresno CA 93725 (559) 268-5500	#~242507165 USED RT Tail lamp assy +25% Tail Lamp CHARGER,4DR R, QUARTER PANEL MOUNTED, R.,S#\$YC1441 Quote: 553165130 Expires: 05/28/20	\$ 95.00
56	Blackburn's Hubcap & Wheel 1001 Paster Court Macedonia OH 44056	#556837 RECOND RT/Front Wheel, steel w/police 18", RWD Quote: 624124313	\$ 148.00

Preliminary Estimate

Customer: PORTERVILLE, CITY OF

Job Number:

2014 DODG Charger Police RWD (Fleet) 4D SED 8-5.7L Gasoline BLACK AND WHITE

(800) 981-8321

Expires: 04/20/20



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PORTERVILLE COLLISION CENTER

portervillecollision@ocsnet.net
721 N Sunnyside St, Porterville, CA 93257
Phone: (559) 782-5181
FAX: (559) 784-0488

Workfile ID: cdf1f350
PartsShare: 5PhvsC
State EPA: CAL00035406
BAR: ARD00262887

Preliminary Estimate**Customer: CITY OF PORTERVILLE**

Written By: Juan Luis Caballero

Insured: CITY OF PORTERVILLE
Type of Loss:
Point of Impact:

Policy #:
Date of Loss:

Claim #:
Days to Repair: 0

Owner:
CITY OF PORTERVILLE
291 N MAIN ST
PORTERVILLE, CA 93257
(559) 782-7597 Business

Inspection Location:
PORTERVILLE COLLISION CENTER
721 N Sunnyside St
Porterville, CA 93257
Repair Facility
(559) 782-5181 Business

Insurance Company:**VEHICLE**

2014 DODG Charger Police RWD (Fleet) 4D SED 8-5.7L Gasoline

VIN: 2C3CDXAT1EH191048
License: 1427678
State: CA

Interior Color:
Exterior Color:
Production Date:

Mileage In: 53,225
Mileage Out:
Condition:

Vehicle Out:
Job #:

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Power Driver Seat

DECOR

Dual Mirrors
Tinted Glass
Overhead Console

CONVENIENCE**Air Conditioning**

Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
Message Center
Steering Wheel Touch Controls
Climate Control

RADIO

AM Radio
FM Radio

Stereo

Search/Seek
CD Player
Auxiliary Audio Connection

SAFETY

Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Front Side Impact Air Bags
Head/Curtain Air Bags
Hands Free Device

SEATS

Cloth Seats
Bucket Seats
Reclining/Lounge Seats

WHEELS

Styled Steel Wheels

PAINT

Clear Coat Paint

OTHER

Traction Control
Stability Control
Power Trunk/Gate Release

Preliminary Estimate

Customer: CITY OF PORTERVILLE

2014 DODG Charger Police RWD (Fleet) 4D SED 8-5.7L Gasoline

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		FRONT BUMPER					
2		O/H front bumper				2.7	
3	**	Repl Non OEM Bumper cover w/o adaptive cruise	68092596AA	1	230.00	Incl.	3.2
4		Add for Clear Coat					1.3
5		Repl RT Cover support	57010286AC	1	14.10	Incl.	
6		RADIATOR SUPPORT					
7	**	Repl Non OEM Radiator support	68142202AA	1	344.00	1.0	1.0
8		Evacuate & recharge			m	1.4	
9	*	Refrigerant recovery			m	0.0	
10		Aim headlamps				0.5	
11		FENDER					
12	*	Repl USED RT fender assy +25%	55113584AB	1	183.75	1.5	2.0
13		Add for Clear Coat					0.8
14		Refn edges					0.5
15	**	Repl Non OEM RT Fender liner	68083028AH	1	63.00	0.3	
16		WHEELS					
17	*	Repl USED RT/Front Wheel, steel w/police 18", RWD +25%	4895425AE	1	91.25	m	0.3
18		Repl RT/Front Hub cap	4895432AA	1	85.75		
19		FRONT SUSPENSION					
20		Repl RT Strut touring susp.	68072062AF	1	227.00	m	1.4
21		PILLARS, ROCKER & FLOOR					
22		Repl RT Rocker molding w/o SRT8	1LP86TZZAG	1	312.00	0.7	1.7
23		Overlap Major Non-Adj. Panel					-0.2
24		Add for Clear Coat					0.3
25		FRONT DOOR					
26	*	Repl USED RT door assy +25%	68089370AD	1	581.25	2.1	3.1
27		Overlap Major Adj. Panel					-0.4
28		Add for Clear Coat					0.5
29		RT Clean, lube & adjust window & latch				0.2	
30		Refn exterior surface					2.1
31		Refn handle					0.4
32		Repl RT Applique	57010426AE	1	93.10	0.2	
33		R&I RT Power mirror w/o heat, w/o memory, w/o blind spot blue				0.5	
34		R&I RT Handle, outside black				0.4	
35		R&I RT R&I trim panel				0.5	
36		R&I RT Frame trim standard audio				0.3	
37	*	R&I RT Window regulator				0.5	
38		R&I RT Door glass Dodge				0.6	
39		Repl RT Lower hinge	55113664AI	1	65.60	0.3	0.5

Preliminary Estimate

Customer: CITY OF PORTERVILLE

2014 DODG Charger Police RWD (Fleet) 4D SED 8-5.7L Gasoline

40			Overlap Minor Panel					-0.2
41			REAR DOOR					
42	*	Rpr	RT Outer panel (HSS)			5.0		2.0
43			Overlap Major Adj. Panel					-0.4
44			Add for Clear Coat					0.3
45		R&I	RT Handle, outside black			0.4		
46		R&I	RT R&I trim panel			0.5		
47		R&I	RT Belt w'strip			0.3		
48			QUARTER PANEL					
49	*	Repl	USED RT qtr & lwr rear +25%	68096292AD	1	331.25	21.0	4.6
50			Overlap Major Adj. Panel					-0.4
51	*		Add for Clear Coat					0.8
52			Deduct for Rear Bumper R&I				-1.2	
53			Refn inner pnl & edge					2.0
54			REAR BODY & FLOOR					
55		R&I	Floor cover				0.1	
56		R&I	RT Side trim				0.2	
57			REAR LAMPS					
58	*	Repl	USED RT Tail lamp assy +25%	57010414AF	1	118.75	0.4	
59			O/H rear bumper				2.0	
60		Repl	RT Side marker lamp	68039504AA	1	31.70	Incl.	
61			REAR BUMPER					
62	**	Repl	Non OEM Bumper cover w/o rev sensor	68092608AB	1	283.00	Incl.	3.2
63			Add for Clear Coat					1.3
64		Repl	RT Side support	57010288AD	1	17.85	Incl.	
65	#	Rpr	cut and trim used quarter				4.0	
66	#	R&I	R rear door decal				0.5	
67	#	Rpr	R front hinge pillar				2.0	
68	#	Rpr	pull right front hinge pillar				0.5	
69	#	Rpr	Floor setup				1.0	
70	#	Subl	Hazardous waste removal		1	6.00		
71	#	Repl	Cover Car		1	18.00 T		
72	#		Color tint / color match		1	10.00 T	0.5	
73	#	Repl	Flex additive		1	10.00 T		
74	#	Subl	Four wheel alignment		1	99.94		
75	#	Repl	Seam Sealer 1/2 tube		1	31.61 T	0.5	
76	#	Rpr	Pre scan				0.5 M	
77	#	Rpr	Post scan				0.5 M	
78	#		Subsequent Masking labor for priming		1			0.2
79	#	Repl	firestone tire		1	226.95		
			Note: firestone firehawk gtz 225/60/18					
80	#	R&I	Front bumper brush guard				1.0	
SUBTOTALS						3,475.85	55.1	30.2

Preliminary Estimate

Customer: CITY OF PORTERVILLE

2014 DODG Charger Police RWD (Fleet) 4D SED 8-5.7L Gasoline

ESTIMATE TOTALS

Category	Basis		Rate	Cost \$
Parts				3,406.24
Body Labor	54.1 hrs	@	\$ 69.00 /hr	3,732.90
Paint Labor	30.2 hrs	@	\$ 69.00 /hr	2,083.80
Mechanical Labor	1.0 hrs	@	\$ 85.00 /hr	85.00
Paint Supplies	30.2 hrs	@	\$ 39.50 /hr	1,192.90
Miscellaneous				69.61
Subtotal				10,570.45
Sales Tax	\$ 4,668.75	@	9.2500 %	431.86
Grand Total				11,002.31
Deductible				0.00
CUSTOMER PAY				0.00
INSURANCE PAY				11,002.31

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Preliminary Estimate

Customer: CITY OF PORTERVILLE

2014 DODG Charger Police RWD (Fleet) 4D SED 8-5.7L Gasoline

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR3PB11, CCC Data Date 04/16/2020, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinsh operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS Information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2020 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category.

X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category.

M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel.

CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel.

HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non

Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace.

R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel.

Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Information Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway

Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

Preliminary Estimate

Customer: CITY OF PORTERVILLE

2014 DODG Charger Police RWD (Fleet) 4D SED 8-5.7L Gasoline

PARTS SUPPLIER LIST

Line	Supplier	Description	Price
3	Keystone 3131 SOUTH NORTH POINT DRIVE, #103 FRESNO CA 93725 (559) 268-8146	#CH1000992 Non OEM Bumper cover w/o adaptive cruise Quote: 553372885 Expires: 05/28/20	\$ 230.00
7	Keystone 3131 SOUTH NORTH POINT DRIVE, #103 FRESNO CA 93725 (559) 268-8146	#CH1225235V Non OEM Radiator support Quote: 553371212 Expires: 05/28/20	\$ 344.00
12	LKQ Corp 4646 S. Chestnut #105 Fresno CA 93725 (559) 268-5500	#~241094657 USED RT fender assy +25% Fender R.,S#\$C2126 Quote: 553370330 Expires: 05/28/20	\$ 147.00
15	Keystone 3131 SOUTH NORTH POINT DRIVE, #103 FRESNO CA 93725 (559) 268-8146	#CH1249154 Non OEM RT Fender liner Quote: 553370723 Expires: 05/28/20	\$ 63.00
17	LKQ Corp 4646 S. Chestnut #105 Fresno CA 93725 (559) 268-5500	#~243055482 USED RT/Front Wheel, steel w/police 18", RWD +25% Wheel POLICE,4DR 18X7-1/2, STEEL, 5 SPOKE,S#\$K0368 Quote: 553374550 Expires: 05/28/20	\$ 73.00
26	LKQ Corp 4646 S. Chestnut #105 Fresno CA 93725 (559) 268-5500	#~233547052 USED RT door assy +25% Door Assembly, Front R.,S#\$TK980 Quote: 553364227 Expires: 05/28/20	\$ 465.00
49	LKQ Corp 4646 S. Chestnut #105 Fresno CA 93725 (559) 268-5500	#~212400987 USED RT qtr & lwr rear +25% Quarter Panel Assembly WHT,4DR,W/OSUN,SXT R, R.,S#\$YX551 Quote: 553357527 Expires: 05/28/20	\$ 265.00
58	LKQ Corp 4646 S. Chestnut #105 Fresno CA 93725 (559) 268-5500	#~236221643 USED RT Tail lamp assy +25% Tail Lamp QUARTER PANEL MOUNTED, R.,S#\$K0326 Quote: 553356766 Expires: 05/28/20	\$ 95.00

Preliminary Estimate

Customer: CITY OF PORTERVILLE

2014 DODG Charger Police RWD (Fleet) 4D SED 8-5.7L Gasoline .

62	Keystone-Complete-B-Fresno	#CH1100962	\$ 283.00
	3131S NORTH POINT DRIVE STE103	Non OEM Bumper cover w/o rev sensor	
	FRESNO CA 93725		
	(800) 339-5033		
	(559) 271-6750		



PAINT & BODY

Golden State Paint and Body

Always Quality First
1915 W. Olive Avenue, Porterville, CA 93257
Phone: (559) 781-3604
FAX: (559) 781-5802

Workfile ID: d5a9a1b3
PartsShare: 5PHbSp
Federal ID: 77-057-5597
State EPA: CAL000205607
BAR: AH141571

Preliminary Estimate

Customer: City of Porterville

Written By: Hugo Sanchez

Insured: City of Porterville

Policy #:

Claim #:

Type of Loss:

Date of Loss:

Days to Repair: 0

Point of Impact: 01 Right Front

Owner:

City of Porterville
555 N Prospect
Porterville, CA 93257
(559) 782-7597 Cell

Inspection Location:

Golden State Paint and Body
1915 W. Olive Avenue
Porterville, CA 93257
Repair Facility
(559) 781-3604 Business

Insurance Company:

VEHICLE

2014 DODG Charger Police RWD (Fleet) 4D SED 8-5.7L Gasoline BLK/ White

VIN: 2C3CDXAT1EH191048

Interior Color:

Mileage In: 53,225

Vehicle Out:

License: 1427678

Exterior Color: BLK/ White

Mileage Out:

State: CA

Production Date: 11/2013

Condition:

Job #:

TRANSMISSION

Automatic Transmission

POWER

Power Steering

Power Brakes

Power Windows

Power Locks

Power Mirrors

Power Driver Seat

DECOR

Dual Mirrors

Tinted Glass

Overhead Console

CONVENIENCE

Air Conditioning

Intermittent Wipers

Tilt Wheel

Cruise Control

Rear Defogger

Keyless Entry

Message Center

Steering Wheel Touch Controls

Climate Control

RADIO

AM Radio

FM Radio

Stereo

Search/Seek

CD Player

Auxiliary Audio Connection

SAFETY

Drivers Side Air Bag

Passenger Air Bag

Anti-Lock Brakes (4)

4 Wheel Disc Brakes

Front Side Impact Air Bags

Head/Curtain Air Bags

Hands Free Device

SEATS

Cloth Seats

Bucket Seats

Reclining/Lounge Seats

WHEELS

Styled Steel Wheels

PAINT

Clear Coat Paint

OTHER

Traction Control

Stability Control

Power Trunk/Gate Release

Preliminary Estimate

Customer: City of Porterville

2014 DODG Charger Police RWD (Fleet) 4D SED 8-5.7L Gasoline BLK/ White

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		FRONT BUMPER					
2		O/H bumper assy				2.7	
3	**	Repl RECOND Bumper cover w/o adaptive cruise	68092596AA	1	334.00	Incl.	3.2
4		Add for Clear Coat					1.3
5	#	R&I Push bar & lights				1.0	
6		R&I Lower grille w/o adaptive cruise				Incl.	
7		R&I License bracket				0.2	
8		Repl RT Cover support	57010286AC	1	14.10	Incl.	
9		GRILLE					
10		R&I Upper grille				Incl.	
11		FRONT LAMPS					
12		R&I RT R&I headlamp assy				0.3	
13		R&I RT Fog lamp bezel w/o SRT8				Incl.	
14		R&I LT Fog lamp bezel w/o SRT8				Incl.	
15		FENDER					
16	*	Repl LKQ RT fender assy +25%	55113584AB	1	181.25	1.5	2.0
17		Refn edges					0.5
18		Repl RT Fender liner	68083028AH	1	96.45	0.3	
19		R&I RT Insulator				0.1	
20		R&I RT Seal				0.1	
21		ELECTRICAL					
22		R&I TPMS sensor w/o display			m	0.2	M
23		WHEELS					
24	*	Repl LKQ RT/Front Wheel, steel w/police 18", RWD +25%	4895425AE	1	85.00	m	0.3 M
25		Repl RT/Front Hub cap	4895432AA	1	85.75		
26	#	Repl RT FT Tire Firehawk GTZ P225 60R18		1	125.00	Incl.	
27	#	Subl MOUNT & BALANCE		1	20.00	X	
28		WINDSHIELD					
29	**	Repl A/M Specialty tape W'shield molding	SEE FOOTNOTE	1	3.00	0.3	
30		ROOF					
31	*	Blnd RT Roof Rail			s		0.8
32		PILLARS, ROCKER & FLOOR					
33		Repl RT Rocker molding w/o SRT8	1LP86TZZAG	1	312.00	0.7	1.7
34		Overlap Major Non-Adj. Panel					-0.2
35		R&I LT Rocker molding w/o SRT8				0.7	
36		R&I RT Sill plate				0.1	
37		R&I RT Center plr trim				0.4	
38	*	Rpr Pull back Rear carpet				0.5	
39		FRONT DOOR					

Preliminary Estimate

Customer: City of Porterville

2014 DODG Charger Police RWD (Fleet) 4D SED 8-5.7L Gasoline BLK/ White

40	*	Repl	LKQ RT door assy +25%	68089370AD	1	593.75	2.1	3.1
41			Overlap Major Adj. Panel					-0.4
42			RT Clean, lube & adjust window & latch				0.2	
43			Refn handle					0.4
44	*	R&I	RT Window regulator				0.4	
45		R&I	RT Belt w'strip				0.3	
46		R&I	RT Door w'strip				0.4	
47		R&I	RT Lower w'strip				0.2	
48		R&I	RT Front w'strip				0.2	
49		R&I	RT Surround w'strip				0.5	
50		R&I	RT Applique				0.2	
51		R&I	RT Frame molding				0.3	
52		R&I	RT Power mirror w/o heat, w/o memory, w/o blind spot blue				0.5	
53		R&I	RT Door glass Dodge				0.6	
54	*	R&I	RT Run channel				0.3	
55		R&I	RT Handle, outside black				0.4	
56		R&I	RT Mount plate				0.6	
57	*	R&I	RT Latch				0.1	
58		R&I	RT Frame trim standard audio				0.3	
59		R&I	RT R&I trim panel				0.5	
60	REAR DOOR							
61	*	Rpr	RT Door shell (HSS)				1.0	Incl.
62	*	Rpr	RT Outer panel (HSS)				8.0	2.0
63			Overlap Major Adj. Panel					-0.4
64			Add for Edging					0.5
65			Add for Clear Coat					0.1
66		R&I	RT Belt w'strip				0.3	
67		R&I	RT Handle, outside black				0.4	
68		R&I	RT Frame trim				0.3	
69		R&I	RT R&I trim panel				0.5	
70	BACK GLASS							
71		R&I	Back glass Dodge				2.8	
72	#		Urethane kit		1	20.00	Incl.	
73	QUARTER PANEL							
74	*	Sect	LKQ RT quarter panel +25%	68096292AD	1	356.25	16.0	3.4
75			Overlap Major Adj. Panel					-0.4
76			Refn inner pnl & edge					1.2
77			Clear Coat					2.5
78		R&I	RT Wheelhouse liner w/o SRT				0.4	
79		R&I	RT Qtr pillar trim black				0.3	
80		R&I	RT Lwr pillar trim black				0.3	
81		R&I	RT Upper qtr trim black				0.3	
82	REAR BODY & FLOOR							
83		Blnd	Rear body panel					0.8

Preliminary Estimate

Customer: City of Porterville

2014 DODG Charger Police RWD (Fleet) 4D SED 8-5.7L Gasoline BLK/ White

84	R&I	Rear panel trim				0.2	
85	R&I	RT Side trim				0.2	
86	TRUNK LID						
87	R&I	R&I trunk lid				0.8	
88	REAR LAMPS						
89	*	Repl LKQ RT Tail lamp assy +25%	57010414AF	1	118.75	0.4	
90		O/H rear bumper				2.0	
91	Repl	RT Side marker lamp	68039504AA	1	31.70	Incl.	
92	R&I	LT Side marker lamp				Incl.	
93	R&I	License lamp				Incl.	
94	REAR BUMPER						
95	**	Repl RECOND Bumper cover w/o rev sensor	68092608AB	1	330.00	Incl.	3.2
96		Add for Clear Coat					1.3
97		Deduct for Rear Bumper R&I				-1.2	
98	Repl	RT Side support	57010288AD	1	17.85	Incl.	
99	#	R&I License plate				0.2	
100	VEHICLE DIAGNOSTICS						
101	*	Repl Post-repair scan		1	m	0.5	M
102	MISCELLANEOUS OPERATIONS						
103	#	Subl 4 WHEEL ALIGN		1	89.95 X		
104	#	Rpr FRAME SET UP & MEASURE				2.0	F
105	#	Rpr PULL & SQUARE FT AND REAR STRUCTURE				4.0	F
106	#	Rpr PRE- PULL RT FT door and RT QRTR				2.0	F
107	#	Repl CORROSION PROTECTION		1	10.00 T		
108	#	Repl Flex additive		1	7.00 T		
109	#	Repl SPRAY TEST PANEL / TINT COLOR		1	7.50 T	0.5	
110	#	Repl SPRAY TEST PANEL / TINT 2nd COLOR		1	7.50 T	0.5	
111		Repl Cover car/bag		1		0.2	
112	#	Rpr DENIB/TEXTURE SAND & POLISH				2.0	
113	#	Subl HAZARDOUS WASTE REMOVAL		1	5.00 X		
SUBTOTALS					2,851.80	62.4	26.6

Preliminary Estimate

Customer: City of Porterville

2014 DODG Charger Police RWD (Fleet) 4D SED 8-5.7L Gasoline BLK/ White

ESTIMATE TOTALS

Category	Basis			Rate	Cost \$
Parts					2,704.85
Body Labor	53.4 hrs	@		\$ 68.00 /hr	3,631.20
Paint Labor	26.6 hrs	@		\$ 68.00 /hr	1,808.80
Mechanical Labor	1.0 hrs	@		\$ 80.00 /hr	80.00
Frame Labor	8.0 hrs	@		\$ 75.00 /hr	600.00
Paint	26.6 hrs	@		\$ 35.00 /hr	931.00
Miscellaneous					146.95
Subtotal					9,902.80
Sales Tax	\$ 3,667.85	@		9.2500 %	339.28
Grand Total					10,242.08
Deductible					0.00
CUSTOMER PAY					0.00
INSURANCE PAY					10,242.08

THIS ESTIMATE IS BASED ON OUR INSPECTION AND DOES NOT COVER ADDITIONAL PARTS OR LABOR WHICH MAY BE REQUIRED AFTER THE WORK HAS BEEN STARTED. AFTER THE WORK HAS BEEN STARTED, WORN OR DAMAGED PARTS WHICH WERE NOT EVIDENT ON FIRST INSPECTION MAY BE DISCOVERED. NATURALLY, THIS ESTIMATE CANNOT COVER SUCH CONTINGENCIES. ALL PARTS WILL BE REPLACED WITH NEW PARTS UNLESS STATED OTHERWISE.

If, on further inspection, additional parts or repairs are needed, you will be contacted for authorization. We are not responsible for personal property left in your vehicle during repairs. All tests will be made by our employees at your risk. All repairs must be paid for in full, including the deductible, before vehicle can be released, unless prior arrangements are made.

Preliminary Estimate

Customer: City of Porterville

2014 DODG Charger Police RWD (Fleet) 4D SED 8-5.7L Gasoline BLK/ White

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Preliminary Estimate

Customer: City of Porterville

2014 DODG Charger Police RWD (Fleet) 4D SED 8-5.7L Gasoline BLK/ White

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR3PB11, CCC Data Date 04/16/2020, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2020 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category.
X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category.
M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel.
CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel.
HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non
Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace.
R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel.
Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Information Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway
Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

Preliminary Estimate

Customer: City of Porterville

2014 DODG Charger Police RWD (Fleet) 4D SED 8-5.7L Gasoline BLK/ White

PARTS SUPPLIER LIST

Line	Supplier	Description	Price
3	Keystone-Insurance-B-Fresno 3131S NORTH POINT DRIVE STE103 FRESNO CA 93725 (800) 339-5033 (559) 271-6750	#CH1000992R RECOND Bumper cover w/o adaptive cruise	\$ 334.00
16	LKQ Corp 4646 S. Chestnut #105 Fresno CA 93725 (559) 268-5500	#~242095172 LKQ RT fender assy +25% Fender R.,S#\$TL495 Quote: 558992262 Expires: 06/07/20	\$ 145.00
24	LKQ Corp 4646 S. Chestnut #105 Fresno CA 93725 (559) 268-5500	#~243055482 LKQ RT/Front Wheel, steel w/police 18", RWD +25% Wheel POLICE,4DR 18X7-1/2, STEEL, 5 SPOKE,S#\$K0368 Quote: 558994177 Expires: 06/07/20	\$ 68.00
40	LKQ Corp 4646 S. Chestnut #105 Fresno CA 93725 (559) 268-5500	#~249676989 LKQ RT door assy +25% Door Assembly, Front R.,S#\$Y0557 Quote: 558998776 Expires: 06/07/20	\$ 475.00
74	LKQ Corp 4646 S. Chestnut #105 Fresno CA 93725 (559) 268-5500	#~219315940 LKQ RT quarter panel +25% Quarter Panel Assembly BLK,4DR,W/SUN,CHARGER R, R.,S#YC1374 Quote: 559007477 Expires: 06/07/20	\$ 285.00
89	LKQ Corp 4646 S. Chestnut #105 Fresno CA 93725 (559) 268-5500	#~242507165 LKQ RT Tail lamp assy +25% Tail Lamp CHARGER,4DR R, QUARTER PANEL MOUNTED, R.,S#YC1441 Quote: 559019792 Expires: 06/07/20	\$ 95.00
95	Keystone-Insurance-B-Fresno 3131S NORTH POINT DRIVE STE103 FRESNO CA 93725 (800) 339-5033 (559) 271-6750	#CH1100962R RECOND Bumper cover w/o rev sensor	\$ 330.00



CITY COUNCIL AGENDA – JULY 7, 2020

SUBJECT: Acceptance of a Donation of 38 Tempur-Pedic beds from Tempur-Pedic North America, LLC

SOURCE: Fire

COMMENT: Tempur-Pedic North America, LLC manages a program through which mattresses are donated to fire departments throughout the nation. This generous program was brought to the attention of the Porterville Fire Department by Fire Captain Aguilar, whose previous employer had been a recipient of Tempur-Pedic mattresses. In early 2020, Fire Captain Aguilar reached out to the program to request consideration of a donation to the Porterville Fire Department.

The City's three fire stations include 38 beds for the use of shift personnel. This program has generously provided replacement mattresses for all 38 extra-long twin sized beds, which staff understands the manufacturer suggested retail price to be \$1000 per bed, for a total donation of \$38,000. Coordination efforts had resulted in an expectation that the mattresses would be delivered in late July, but Tempur-Pedic's logistical team delivered them earlier than expected. On June 22, all 38 mattresses were delivered to Station 71.

Due to the extreme wear and use of the old mattresses, they will be disposed of through a mattress recycling program operated through the Tulare County Solid Waste Division.

RECOMMENDATION: That the City Council authorize the Fire Chief to accept the delivery of 38 Tempur-Pedic mattresses for use at the City's fire stations, at an estimated value of \$38,000.

ATTACHMENTS: 1. Donation Letter

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

Bill To
Porterville Fire Department
40 W Cleveland Avenue
Porterville, CA 93257
USA

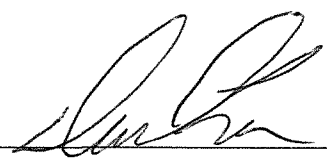


Packing slip

Ship To
Porterville Fire Department
40 W Cleveland Avenue
Porterville, CA 93257
USA

Page 1 of 1
Pack Slip 00077801.1
Date 6/20/2020
Req. DONATION
Cust ref DONATION
Our ref. Vicky Day
Carr.
Del. Terms FOB Destin
Cust # 01-1334
Stop
SO SO610_014124

Item #	Description	Ordered Unit	Delivered	Weight	Volume	B/O Qty
10737120	TEMPUR-ProAdapt Medium - Twin Long Configuration : DON Quantity : 24.00 Site : 610 Warehouse : VAFG	24.00 x1	24.00	0	0	
10738120	TEMPUR-ProAdapt Soft - Twin Long Configuration : DON Quantity : 14.00 Site : 610 Warehouse : VAFG	14.00 x1	14.00	0	0	
Total		38.00	38.00	0.00	0.00	

Receipt :  Date : _____



CITY COUNCIL AGENDA – JULY 7, 2020

SUBJECT: Authorization to Renew Subscriptions for Learning Express and Overdrive

SOURCE: Parks and Leisure Services

COMMENT: The Learning Express subscription is offered through the Califa group, which is a non-profit library membership consortium of more than 230 libraries, and is the largest library network in California. Califa brokers and facilitates the procurement of library products, and works closely with the California State Library in administering a number of statewide projects supported by federal Library Services and Technology Act funds. Califa offers to the City the best discounted pricing for Learning Express. Learning Express offers library patrons remote access 24/7. The subscription offers an Express Library, Writing Improvement Program, and Computer Skills Center.

The Learning Express Library is an innovative, web-based learning module for elementary students and adult learners. The module provides a comprehensive collection of test preparation tools, skill building materials, and career resources. There are also over 1,000 online practice test and interactive skill-building tutorials including: civil service/government, firefighting, EMS, real estate, and health care, as well as higher education tutorials. The subscription renewal cost for Learning Express is \$7,625.52. Funds to cover the renewal are programmed in the California State Library Literacy Grant in the amount of \$5,592 and through Measure H in the amount of \$2,033.52.

The Library has obtained a subscription to Overdrive since 2016. The platform is made available to us by a larger pool of resources which is comprised of 26 public libraries that commit to the establishment of the Southern California Digital Library. This platform allows for access to 13,384 e-book titles and 22,247 e-book copies; 4,932 audio titles and 9,315 audio copies; 262 video titles and 268 video copies. Since 2016, the standard pricing has been \$4,000 for content purchase and \$2,000 for the maintenance fee. Funds to cover the renewal of Overdrive are programmed out of Measure H in the amount of \$6,000.

RECOMMENDATION: That the City Council authorize the annual renewal of the subscription for Learning Express and the Overdrive subscription for the next five years with the condition that the annual renewal costs do not exceed a 10% increase.

ATTACHMENTS: 1. Califa Invoice

2. OverDrive Invoice (1)

Appropriated/Funded:

Review By:

Department Director:

Donnie Moore, Parks and Leisure Services Director

Final Approver: Patrice Hildreth, Deputy City Manager

Califa Group
330 Townsend St., Suite 133
San Francisco, CA 94107
(415) 655-3781
billing@califa.org
http://califa.org



BILL TO
Vikki Cervantes
PORTERVILLE PUBLIC
LIBRARY
41 W. THURMAN AVE.
PORTERVILLE, CA 93257

INVOICE # 3484
DATE 06/08/2020
DUE DATE 07/08/2020
TERMS Net 30

DATE	DESCRIPTION	AMOUNT
	EBS CO -- LEARNINGEXPRESS LIBRARY RENEWAL -- PORTERVILLE PUBLIC LIBRARY -- 07/01/20-06/30/21	7,625.52

BALANCE DUE **\$7,625.52**

We accept payments by check, ACH, wire transfer, and credit card. There will be a 3.5% charge for all credit card payments.

Customer ID	Invoice number	Date
1148-0027	H-0063519	January 01, 2020



One OverDrive Way
Cleveland, OH 44125
USA
Phone: 216.573.6886 Fax: 216.573.6888
Email: invoicing@overdrive.com

Bill to:
Porterville Public Library
41 West Thurman Avenue
Porterville, CA 93257

Sold to:
Porterville Public Library

Payment terms:
Within 30 days

You must either include a list of invoice numbers and amounts due with your payment, or email the information separately to invoicing@overdrive.com. Follow the steps below to pay your invoices.

Pay by check

Please make checks payable to OverDrive, Inc.

Remittance address:

PO Box 72117
Cleveland, OH 44192-0002
USA

Pay by credit card

Use one of the options below to pay by credit card.

1. Vendor login. Email invoicing@overdrive.com with URL, credentials, and instructions.
2. Per-charge manual authorization. Complete and return the [credit card authorization form](#) and, once on file, email invoicing@overdrive.com with the details of each requested charge.

Pay by ACH or wire

[OverDrive banking instructions](#)

#	Description	Cost
1	Library Participation-Future Content Purchases Participation in Southern California Digital Library (CA) For the Twelve Month Period January - December 2020	\$4,000.00 USD
2	Library Participation-Maintenance Fee For the Twelve Month Period January - December 2020	\$2,000.00 USD

Subtotal: \$6,000.00 USD

Tax amount: \$0.00 USD

Total: **\$6,000.00 USD**

Amount due: **\$6,000.00 USD**



CITY COUNCIL AGENDA – JULY 7, 2020

SUBJECT: Authorization to Participate in Cooperative Purchasing Programs on Existing Asphalt Contracts

SOURCE: Public Works

COMMENT: After soliciting bids, the County of Tulare has awarded their FY 2020/2021 3/8" Cold Mix Asphalt contract, as well as their 1/2" Hot Asphalt Concrete contract, to Jaxon Enterprises. These types of asphalt mixes are used for the City's Asphalt Overlay Program, and staff is requesting authorization to "piggyback" onto the new contracts for the purchase of asphalt mixes for the FY 2020/2021 Program. Resolution No. 35-93 adopted by City Council on April 20, 1993, gives authorization to participate in cooperative purchasing programs with other agencies for the procurement of materials, equipment, and services.

Funds for asphalt purchase are available in the 2020/2021 Asphalt Overlay Program budget.

RECOMMENDATION: That the City Council authorize the purchase of asphalt mix utilizing the contracts between the County of Tulare and Jaxon Enterprises.

ATTACHMENTS:

1. Material Contract No. 1663 Renewal No. 01, 3/8" Cold Mix
2. Material Contract No. 1666 Renewal No. 01, 1/2" Cold Mix
3. Material Contract No. 1669 Renewal No. 01, 1/2" Hot Asphalt

Appropriated/Funded:

Review By:

Department Director:

Michael Knight, Public Works Director

Final Approver: Patrice Hildreth, Deputy City Manager



County of Tulare

PURCHASING DEPARTMENT

2637 W. Burrell Ave Suite 200., Visalia CA 93291-4593
Telephone 559-636205-1100 Fax 559-687-6939

April 6, 2020

Jaxon Enterprises
DBA Deer Creek Asphalt
Attn: Don Thomason
1643 Tahoe Court
Redding, CA 96003

Email: dthomason@jaxonaggregates.com

SUBJECT: MATERIAL CONTRACT NO. 1663 - RENEWAL NO. 01, 3/8" COLD MIX – NORTH/SOUTH COUNTY

Our current contract Number 1663 for 3/8" COLD MIX – NORTH/SOUTH COUNTY expires on JUNE 30, 2020. The contract clause "RENEWAL" states that the "Contract may be renewed for an additional year by mutual written consent provided prices, terms and conditions remain the same."

If you consent to renewing this Contract at the same prices, terms and conditions for an additional year, please print and sign one (1) copies of this Renewal Form and **return via email** to gpeck@co.tulare.ca.us by **June 1, 2020** Upon the return of this signed form, Contract No. 1663 will be renewed through **June 30, 2021**.

Sincerely,

Cher Castellini,
Purchasing Manager

CONTRACT RENEWAL

I consent to providing 3/8" Cold Mix – North/South County to the County of Tulare per Contract No. 1663 for an additional year through June 30, 2021 under the same prices, terms and conditions.

Date: 4/8/2020 Signature: _____

Title: PRESIDENT

Date: 4/14/2020 Signature: _____

Title: SECRETARY

Corporations Code section 313 requires that contracts with a corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president, and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer, unless the contract is accompanied by a certified copy of the corporation's Board of Directors' resolution authorizing the execution of the contract.

RENEWAL 01**CONTRACT NO.: 1663**

VENDOR NO.: 1241600
VENDOR NAME: JAXON ENTERPRISES
DBA DEER CREEK ASPHALT
STREET ADDRESS: 1643 TAHOE COURT
CITY STATE ZIP CODE: REDDING, CA 96003

BID/PROPOSAL NO.: 20-003**PHONE:** (530) 241-2112**FAX:** (530) 243-0787**VENDOR CONTACT NAME:**

DON THOMASON

E-MAIL:

dthomason@jaxonaggregates.com

ORDER FROM: JAXON ENTERPRISES
DBA DEER CREEK ASPHALT
STREET ADDRESS: 1643 TAHOE COURT
CITY STATE ZIP CODE: REDDING, CA 96003

REMIT TO: JAXON ENTERPRISES
STREET ADDRESS: PO BOX 994248
CITY STATE ZIP CODE: REDDING, CA 96099-4248

SUBJECT: 3/8" COLD MIX MATERIAL – NORTH/SOUTH COUNTY

COMMODITY CODE: 74514

CONTRACT PERIOD: JULY 1, 2019 THROUGH JUNE 30, 2021

PAYMENT TERMS: NET 1% 30 DAYS

SALES TAX: IN ADDITION TO PRICES SHOWN WHEN APPLICABLE

DELIVERY: F.O.B. PLANT LOCATION

MINIMUM ORDER: NONE

MERCHANDISE RETURNS: FULL CREDIT TO THE COUNTY FOR ANY MERCHANDISE RETURNED IN UNOPENED CONDITION.

PRICES: SEE EXHIBIT B – COMPENSATION ADJUSTMENTS FOR PRICE INDEX FLUCTIONS APPLY TO THIS CONTRACT. FIRM FOR THE CONTRACT PERIOD

Catalog listing of commodities description and pricing to follow:

SUPPLIER PART NUMBER	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE
001	3/8" COLD MIX – NORTH/SOUTH COUNTY	TON	\$48.00

SPECIFICATIONS

DELIVERIES: Deliveries are to be made at the vendor's plant and/or storage location as required. Approximately two hundred (200) tons to two thousand (2,000) tons per day. County representative will give 48 hours notice of delivery date.

GUARANTEE OF DELIVERY: A continued, uninterrupted and guaranteed availability of Cold Mix Material is important and necessary to the County for the economic completion of its road work projects.

PRICES: Prices shall be F.O.B. Plant Location and shall exclude Federal Excise Taxes, for which the County is exempt. California State Sales Tax will be allowed on the net bid price. The price per ton shall include all fees for the duration of the contract. Example, environmental fees, etc.

NOTE: For the purpose of this Request for Bid, TON is determined to be 2,000 pounds avoirdupois.

3/8" PLANT RUN COLD MIX with OIL: **\$ 48.00 PER TON**

Plant Run Cold Mix – 3/8" mix as per CalTrans Specs. Section #39 or as requested by County representative. SC-800 or SC-3000 grade oil as per CalTrans Spec. #93 in conformance with the latest editions and amendments of the Standard Specifications of the State of California, Department of Transportation, Division of CalTrans for such Plant Run Cold Mix or as requested by County representative.

2,000 Tons total estimated quantity for North County/South County through June 30, 2021.

Applicable sales tax will be added in addition to the price indicated above.

The amount of liquid asphalt added to produce Plant Run Cold Mix shall be determined by the Engineer.

PLANT LOCATION/SHIPPING POINT:
93257

27671 AVENUE 120, PORTERVILLE, CA

SMARA MINE ID 91-54-0021

PARTICIPATING DEPARTMENTS:

RMA Road Yard #1, Porterville
RMA Road Yard #2/3 Visalia
RMA Road Yard #4, Dinuba
RMA Road Yard #5, Terra Bella



County of Tulare

PURCHASING DEPARTMENT

2637 W. Burrel Ave Suite 200., Visalia CA 93291-4593
Telephone 559-636205-1100 Fax 559-687-6939

April 6, 2020

Jaxon Enterprises
Dba Deer Creek Asphalt
Attn: Don Thomason
1643 Tahoe Ct
Redding, Ca. 96003

Email: dthomason@jaxonaggregates.com

SUBJECT: MATERIAL CONTRACT NO. 1666 - RENEWAL NO. 01, 1/2" COLD MIX – NORTH/SOUTH COUNTY

Our current contract Number 1666 for 1/2" COLD MIX – NORTH/SOUTH COUNTY expires on JUNE 30, 2020. The contract clause "RENEWAL" states that the "Contract may be renewed for an additional year by mutual written consent provided prices, terms and conditions remain the same."

If you consent to renewing this Contract at the same prices, terms and conditions for an additional year, please print and sign one (1) copies of this Renewal Form and **return via email to gpeck@co.tulare.ca.us by June 1, 2020** Upon the return of this signed form, Contract No. 1666 will be renewed through **June 30, 2021**.

Sincerely,

Cher Castellini,
Purchasing Manager

CONTRACT RENEWAL

I consent to providing 1/2" Cold Mix – North/South County to the County of Tulare per Contract No. 1666 for an additional year through June 30, 2021 under the same prices, terms and conditions.

Date: 4/8/2020

Signature: _____

Title: PRESIDENT

Date: 4/14/2020

Signature: _____

Title: SECRETARY

Corporations Code section 313 requires that contracts with a corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president, and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer, unless the contract is accompanied by a certified copy of the corporation's Board of Directors' resolution authorizing the execution of the contract.

RENEWAL 01**CONTRACT NO.: 1666**

VENDOR NO.: 1241600
VENDOR NAME: JAXON ENTERPRISES
DBA DEER CREEK ASPHALT

BID/PROPOSAL NO.: 20-003

PHONE: (530) 241-2112

FAX: (530) 243-8787

VENDOR CONTACT NAME:
DON THOMASON

STREET ADDRESS: 1643 TAHOE COURT
CITY STATE ZIP CODE: REDDING, CA. 96003

E-MAIL:

dthomason@jaxonaggregates.com

ORDER FROM: JAXON ENTERPRISES
DBA DEER CREEK ASPHALT

STREET ADDRESS: 1643 TAHOE COURT
CITY STATE ZIP CODE: REDDING, CA. 96003

REMIT TO: JAXON ENTERPRISES
DBA DEER CREEK ASPHALT

STREET ADDRESS: PO BOX 994248
CITY STATE ZIP CODE: REDDING, CA 96099-4248

SUBJECT: 1/2" COLD MIX MATERIAL – NORTH/SOUTH COUNTY

COMMODITY CODE: 74514

CONTRACT PERIOD: JULY 1, 2019 THROUGH **JUNE 30, 2021**

PAYMENT TERMS: NET 1% 30 DAYS

SALES TAX: IN ADDITION TO PRICES SHOWN WHEN APPLICABLE

DELIVERY: F.O.B. PLANT LOCATION

MINIMUM ORDER: NONE

MERCHANDISE RETURNS: FULL CREDIT TO THE COUNTY FOR ANY MERCHANDISE RETURNED IN UNOPENED CONDITION.

PRICES: SEE **EXHIBIT B** – COMPENSATION ADJUSTMENTS FOR PRICE INDEX FLUCTIONS APPLY TO THIS CONTRACT. FIRM FOR THE CONTRACT PERIOD

Catalog listing of commodities description and pricing to follow:

SUPPLIER PART NUMBER	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE
001	1/2" COLD MIX – NORTH/SOUTH COUNTY	TON	\$47.00

SPECIFICATIONS

DELIVERIES: Deliveries are to be made at the vendor's plant and/or storage location as required. Approximately two hundred (200) tons to two thousand (2,000) tons per day. County representative will give 48 hours notice of delivery date.

GUARANTEE OF DELIVERY: A continued, uninterrupted and guaranteed availability of Cold Mix Material is important and necessary to the County for the economic completion of its road work projects.

PRICES: Prices shall be F.O.B. Plant Location and shall exclude Federal Excise Taxes, for which the County is exempt. California State Sales Tax will be allowed on the net bid price. The price per ton shall include all fees for the duration of the contract. Example, environmental fees, etc.

NOTE: For the purpose of this Request for Bid, TON is determined to be 2,000 pounds avoirdupois.

1/2" PLANT RUN COLD MIX with OIL: \$ 47.00 PER TON

Plant Run Cold Mix – 1/2" mix as per CalTrans Specs. Section #39 or as requested by County representative. SC-800 or SC-3000 grade oil as per CalTrans Spec. #93 in conformance with the latest editions and amendments of the Standard Specifications of the State of California, Department of Transportation, Division of CalTrans for such Plant Run Cold Mix or as requested by County representative.

3,000 Tons total estimated quantity for North/South County through June 30, 2021.

Applicable sales tax will be added in addition to the price indicated above.

The amount of liquid asphalt added to produce Plant Run Cold Mix shall be determined by the Engineer.

PLANT LOCATION/SHIPPING POINT:

27671 AVE 120, PORTERVILLE, CA. 93257
SMARA MINE ID# 91-54-0021

PARTICIPATING DEPARTMENTS:

RMA Road Yard #1, Porterville
RMA Road Yard #2/3 Visalia
RMA Road Yard #4, Dinuba
RMA Road Yard #5, Terra Bella



County of Tulare PURCHASING DEPARTMENT

2637 W. Burrel Ave Suite 200., Visalia CA 93291-4593
Telephone 559-636205-1100 Fax 559-687-6939

April 6, 2020

Jaxon Enterprises
DBA Deer Creek Asphalt
Attn: Don Thomason
1643 Tahoe Court
Redding, CA 96003

Email: dthomason@jaxonaggregates.com

SUBJECT: MATERIAL CONTRACT NO. 1669 - RENEWAL NO. 01, 1/2" HOT ASPHALT CONCRETE
– NORTH/SOUTH COUNTY

Our current contract Number 1669 for 1/2" HOT ASPHALT CONCRETE – NORTH/SOUTH COUNTY expires on JUNE 30, 2020. The contract clause "RENEWAL" states that the "Contract may be renewed for an additional year by mutual written consent provided prices, terms and conditions remain the same."

If you consent to renewing this Contract at the same prices, terms and conditions for an additional year, please print and sign one (1) copies of this Renewal Form and return via email to gpeck@co.tulare.ca.us by **June 1, 2020** Upon the return of this signed form, Contract No. 1669 will be renewed through **June 30, 2021**.

Sincerely,

Cher Castellini,
Purchasing Manager

CONTRACT RENEWAL

I consent to providing 1/2" Hot Asphalt Concrete – North/South County to the County of Tulare per Contract No. 1669 for an additional year through June 30, 2021 under the same prices, terms and conditions.

Date: <u>4/8/2020</u>	Signature: _____
	Title: <u>PRESIDENT</u>
Date: <u>4/14/2020</u>	Signature: _____
	Title: <u>SECRETARY</u>

Corporations Code section 313 requires that contracts with a corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president, and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer, unless the contract is accompanied by a certified copy of the corporation's Board of Directors' resolution authorizing the execution of the contract.

RENEWAL 01**CONTRACT NO.: 1669**

VENDOR NO.: 1241600
VENDOR NAME: JAXON ENTERPRISES
DBA DEER CREEK ASPHALT
STREET ADDRESS: 1643 TAHOE COURT
CITY STATE ZIP CODE: REDDING, CA 96003

BID/PROPOSAL NO.: 20-003**PHONE:** (530) 241-2112**FAX:** (530) 243-0787**VENDOR CONTACT NAME:**

DON THOMASON

E-MAIL:

dthomason@jaxonaggregates.com

ORDER FROM: JAXON ENTERPRISES
DBA DEER CREEK ASPHALT
STREET ADDRESS: 1643 TAHOE COURT
CITY STATE ZIP CODE: REDDING, CA 96003

REMIT TO: JAXON ENTERPRISES
STREET ADDRESS: PO BOX 994248
CITY STATE ZIP CODE: REDDING, CA 96099-4248

SUBJECT: 1/2" HOT ASPHALT CONCRETE – NORTH/SOUTH COUNTY

COMMODITY CODE: 74521

CONTRACT PERIOD: JULY 1, 2019 THROUGH **JUNE 30, 2021**

PAYMENT TERMS: NET 30 DAYS

SALES TAX: IN ADDITION TO PRICES SHOWN WHEN APPLICABLE

DELIVERY: F.O.B. PLANT LOCATION

MINIMUM ORDER: NONE

MERCHANDISE RETURNS: FULL CREDIT TO THE COUNTY FOR ANY MERCHANDISE RETURNED IN UNOPENED CONDITION.

PRICES: SEE **EXHIBIT B** – COMPENSATION ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS APPLY TO THIS CONTRACT. FIRM FOR THE CONTRACT PERIOD

Catalog listing of commodities description and pricing to follow:

SUPPLIER PART NUMBER	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE
001	1/2" HOT ASPHALT CONCRETE – NORTH/SOUTH COUNTY	TON	\$49.10

SPECIFICATIONS

DELIVERIES: Deliveries are to be made at the vendor's plant and/or storage location as required. Approximately two hundred (200) tons to two thousand (2,000) tons per day. County representative will give 48 hours notice of delivery date.

GUARANTEE OF DELIVERY: A continued, uninterrupted and guaranteed availability of Hot Asphalt Concrete is important and necessary to the County for the economic completion of its road work projects.

PRICES: Prices shall be F.O.B. Plant Location and shall exclude Federal Excise Taxes, for which the County is exempt. California State Sales Tax will be allowed on the net bid price. The price per ton shall include all fees for the duration of the contract. Example, environmental fees, etc.

NOTE: For the purpose of this Request for Bid, TON is determined to be 2,000 pounds avoirdupois.

1/2" HOT ASPHALT CONCRETE: **\$ 49.10 PER TON**

Asphalt Concrete shall be Type B, 1/2" maximum and shall conform to the provisions in Section 39, "Asphalt Concrete", of the latest editions and amendments of the Standard Specifications of the State of California, Department of Transportation, Division of CalTrans or as requested by County representative. Oil shall be: Asphalt Binder Oil PG 64-10.

2,500 Tons total estimated quantity for North County/South County through June 30, 2021.

Applicable sales tax will be added in addition to the price indicated above.

The amount of asphalt binder to be mixed with the aggregate for Type B asphalt concrete will be determined by the engineer.

PLANT LOCATION/SHIPPING POINT:

27671 Avenue 120, Porterville, CA 93257
SMARA MINE ID 91-54-0021

PARTICIPATING DEPARTMENTS:

RMA Road Yard #1, Porterville
RMA Road Yard #2/3 Visalia
RMA Road Yard #4, Dinuba
RMA Road Yard #5, Terra Bella

EXHIBIT B

5-I. PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS

GENERAL

Summary

This section applies to asphalt contained in materials for pavement structural sections and pavement surface treatments such as hot mix asphalt (HMA), plant run cold mix (PRCM), tack coat, asphaltic emulsions, bituminous seals, asphalt binders, and modified asphalt binders placed in the work.

The Engineer adjusts payment if the California Statewide Crude Oil Price Index for the month the material is placed is more than 5 percent higher or lower than the price index at the time of contract.

The California Statewide Crude Oil Price Index is determined each month on or about the last business day of the month by the Department using the average of the posted prices in effect for the previous month as posted by Chevron, ExxonMobil, and ConocoPhillips for the Buena Vista, Huntington Beach, and Midway Sunset fields.

If a company discontinues posting its prices for a field, Caltrans determines the index from the remaining posted prices. Caltrans may include additional fields to determine the index.

For the California Statewide Crude Oil Price Index, go to:

<http://www.dot.ca.gov/hq/construc/crudeoilindex/>

If the adjustment is a decrease in payment, the County deducts the amount from the monthly progress payment.

ASPHALT QUANTITIES

General

Interpret the term "ton" as "tonne" for projects using metric units.

Hot Mix Asphalt/Plant Run Cold Mix

The Engineer calculates the quantity of asphalt in HMA or PRCM using the following formula:

$$Q_h = HMATT \times [X_a / (100 + X_a)]$$

where:

Q_h = quantity in tons of asphalt used in HMA or PRCM
 $HMATT$ = HMA or PRCM total tons placed
 X_a = theoretical asphalt content from job mix formula expressed as percentage of the weight of dry aggregate

Hot Mix Asphalt Containing Reclaimed Asphalt Pavement (RAP)

The Engineer calculates the quantity of asphalt in HMA containing RAP using the following formulas:

$$Q_{rap} = HMATT \times [X_{aa} / (100 + X_{aa})]$$

where:

$$X_{aa} = X_{ta} - [(100 - X_{new}) \times (X_{ra} / 100)]$$

and

Q_{rap} = quantity in tons of asphalt used in HMA containing RAP

$HMATT$ = HMA total tons placed

X_{aa} = asphalt content of HMA adjusted to account for the asphalt content in RAP expressed as percentage of the weight of dry aggregate

X_{ta} = total asphalt content of HMA expressed as percentage of the weight of dry aggregate

X_{new} = theoretical percentage of new aggregate in the HMA containing RAP determined from RAP percentage in the job mix formula

X_{ra} = asphalt content of RAP expressed as percentage

Asphaltic Emulsion

The Engineer calculates the quantity of asphalt in asphaltic emulsions, including fog seals and tack coat, using the following formula:

$$Q_e = AETT \times (X_e / 100)$$

where:

Q_e = quantity in tons of asphalt used in asphaltic emulsions

$AETT$ = undiluted asphaltic emulsions total tons placed

X_e = minimum percent residue specified in Section 94, "Asphaltic Emulsions." of the Standard Specifications based on the type of emulsion used

Other Materials

For other materials containing asphalt not covered above, the Engineer determines the quantity of asphalt (Q_o).

PAYMENT ADJUSTMENTS

The Engineer includes payment adjustments for price index fluctuations in progress pay estimates. If material containing asphalt is placed within 2 months during 1 estimate period, the Engineer calculates 2 separate adjustments. Each adjustment is calculated using the price index for the month in which the quantity of material containing asphalt subject to adjustment is placed in the work. The sum of the 2 adjustments is used for increasing or decreasing payment in the progress pay estimate.

The Engineer calculates each payment adjustment as follows:

$$PA = Q_t \times A$$

where:

PA = Payment adjustment in dollars for asphalt contained in materials placed in the work for a given month.

Q_t = Sum of all quantities of asphalt-contained materials in pavement structural sections and pavement surface treatments placed ($Q_h + Q_{rh} + Q_{mh} + Q_{rap} + Q_{tc} + Q_e + Q_{ss} + Q_{mab} + Q_o$).

A = Adjustment in dollars per ton of asphalt used to produce materials placed in the work rounded to the nearest \$0.01.

For US Customary projects, use:

$A = [(I_u / I_b) - 1.05] \times I_b \times [1 + (T / 100)]$ for an increase in the crude oil price index exceeding 5 percent

$A = [(I_u / I_b) - 0.95] \times I_b \times [1 + (T / 100)]$ for a decrease in the crude oil price index exceeding 5 percent

For metric projects, use:

$A = 1.1023 \times [(I_u / I_b) - 1.05] \times I_b \times [1 + (T / 100)]$ for an increase in the crude oil price index exceeding 5 percent

$A = 1.1023 \times [(I_u / I_b) - 0.95] \times I_b \times [1 + (T / 100)]$ for a decrease in the crude oil price index exceeding 5 percent

I_u = California Statewide Crude Oil Price Index for the month in which the quantity of asphalt subject to adjustment was placed in the work.

I_b = California Statewide Crude Oil Price Index for the month in which the bid opening for the project occurred

T = Sales and use tax rate, expressed as a percent, currently in effect in the tax jurisdiction where the material is placed. If the tax rate information is not submitted timely, the statewide sales and use tax rate is used in the payment adjustment calculations until the tax rate information is submitted.



CITY COUNCIL AGENDA – JULY 7, 2020

SUBJECT: Amendment to Carollo Engineer's Service Agreement for Digester 2 and 3 Repair

SOURCE: Engineering and Project Management

COMMENT: Carollo Engineers is under contract with the City to design and provide plans and specifications for Digesters #2 and #3. Along with the plans and specifications, other various tasks were to be performed as well as on-call inspection services for the remaining Digesters #1 and #4. The City of Porterville WWTF digesters were taken offline one at a time to conduct the assessment. This process was to ensure that the anaerobic bacteria responsible for the stabilization of organic matter have adequate time to acclimate to their environment and ensure compliance with the Code of Federal Regulation 40 Part 503 Regulations. Carollo Engineers has completed the plans and specifications and the project is currently out to bid.

Staff is seeking an amendment to Carollo Engineers' Service Agreement that will allow the firm to assist City Staff during the bidding phase and the construction phase. The requested services will include the review of all technical submittals, respond to Contractor "Request for Information" (RFI) questions during the bid process, respond to questions or concerns during construction and the preparation of supplemental plans as needed to correct or clarify the original plans to achieve the desired product. Cost for the bidding and construction assistance are \$136,192, with Carollo Engineers' fee and schedule attached for City Council reference.

Funding for the assessment services will be the Wastewater Treatment Facility Reserve Fund.

RECOMMENDATION: That the City Council:

1. Authorize the Mayor to execute Addendum No. 3 to Carollo Engineer Service Agreement at an agreed upon fee of \$136,192 for the services described herein;
2. Authorize progress payments up to 100% of the fee amount; and
3. Authorize a 10% contingency to cover unforeseen costs.

ATTACHMENTS: 1. Addendum 3 to Carollo Engineers

Appropriated/Funded:

Review By:

Department Director:

Javier Sanchez, Engineering & Project Management Director

Final Approver: Patrice Hildreth, Deputy City Manager

ADDENDUM NO. 3

**DESIGN SERVICES FOR THE REPAIR AND REHABILITATION OF THE CITY OF
PORTERVILLE WWTF DIGESTERS**

**CITY OF PORTERVILLE
AND
CAROLLO ENGINEERS**

Addendum No. 3 to P.O. No. 17-13629 is issued by the City and accepted by CONSULTANT pursuant to the mutual promises, covenants and conditions contained in the Service Agreement between the above named parties dated June 15, 2018, in connection with the development of plans and specifications for the repair and rehabilitation of Digesters #2 and #3

PURPOSE:

The purpose of this addendum is to amend the contract to provide services to the City to provide bidding and construction assistance per the attached scope of services. The CONSULTANT will provide the CITY with a memorandum of condition assessment findings, to address the additional services described in the scope of services.

PAYMENT:

CITY shall pay CONSULTANT the not-to-exceed amount of \$136,192 for the completion of the specified professional services. Payment will be made monthly on presentation of documented invoices and shall include CONSULTANT'S direct labor costs, indirect labor costs (overhead), direct expenses and CONSULTANT'S fee, not to exceed the sum set forth herein above.

IN WITNESS WHEREOF, duly authorized representatives of the CITY and the CONSULTANT have executed Addendum No. 3 to P.O. No. 17-13629 for the Design Services for the Repair and Rehabilitation of the City of Porterville WWTF Digesters evidencing its issuance by CITY and accepted by CONSULTANT.

CONSULTANT'S NAME

CITY OF PORTERVILLE

By: Carollo Engineers

Martha A. Flores, Mayor

Date

Date

June 11, 2020

**THIRD ADDENDUM TO
AGREEMENT
FOR
ENGINEERING/CONSULTANT SERVICES**

REHABILITATION OF DIGESTERS NO. 2 AND NO. 3

This Third Addendum to the Agreement for Engineering/Consultant Services (Agreement) is made and entered into by and between the City of Porterville (CITY) and Carollo Engineers, Inc. (CONSULTANT), on this ____ day of June, 2020. This Third Addendum amends the Agreement entered into on June 15, 2018, by CITY and CONSULTANT, and amended on December 04, 2018 and April 16, 2019.

CITY and CONSULTANT agree as follows:

1. The Scope of Services in Attachment A of the Agreement is supplemented with Attachment A3, attached hereto and incorporated by reference.
2. Section 2 (PAYMENT) of the Agreement is supplemented with Exhibit B3.
3. Section 4 (COMPLETION DATE) of the Agreement, the completion date shall be revised to December 31, 2021.

As so amended, the Agreement remains in full force and effect.

CITY OF PORTERVILLE

By: _____
Officer

CONSULTANT

By: _____
Carollo Engineers, Inc.

By: _____
Carollo Engineers, Inc.

Attachments: Attachment A3, B3

ATTACHMENT A3
ADDENDUM NO. 3 TO
SCOPE OF WORK
ENGINEERING/CONSULTANT SERVICES
REHABILITATION OF DIGESTERS NO. 2 AND NO. 3

PURPOSE

The purpose of this Task Order is to provide engineering services during construction associated with the Project. Engineering services to be provided during construction include engineering support, attendance at meetings, submittal reviews, responses to requests for information, clarification memos, and site visits. These services are to be performed by the same engineers who worked on the design and possess detailed knowledge about the Project. CITY staff will update record drawings based on markups provided by the Contractor and reviewed by the Construction Manager.

CONSULTANT'S SERVICES

Task 01: Submittal Review

There will be the following division of submittal review responsibility between Construction Manager and CONSULTANT.

Administrative Submittals: The Construction Manager will review and provide responses to all administrative submittals required by the Contract Document Specifications. Copies of these submittals to the CONSULTANT are for informational purposes only.

Shop Drawing Submittals: CONSULTANT shall review and provide response to shop drawing submittals as described in the technical specifications of the Contract Documents on an as requested basis.

Quality Control Submittals: The Construction Manager will review and provide response to all quality control submittals as described in the Contract Document Specifications, except CONSULTANT shall review and provide response to mechanical and electrical testing procedures and testing results on an as requested basis. Copies of all other quality control submittals to the CONSULTANT are for information purposes only. Construction Manager will also be responsible for all testing indicated in the Contract Documents to be performed by an entity other than the Contractor.

Temporary Construction Submittals: CONSULTANT shall review and provide response to all temporary construction submittals including temporary piping, supports, electrical, and controls on an as requested basis. CITY will retain a third-party programmer for review of temporary control related submittals.

Submittals: CONSULTANT shall respond to requests for submittal review on an as requested basis. CONSULTANT shall provide written review comments on a review comment sheet and return the review comment sheet to the Construction Manager. CONSULTANT shall complete review of submittal, provide comments, and return review comment sheet within twenty-one (21) calendar days for normal submittals, after CONSULTANT's receipt of submittal. Review comments for critical path or expedited submittals shall be returned within ten (10) calendar days, after CONSULTANT's receipt of submittal. If for any reason the review cannot be

completed within this period, CONSULTANT shall notify Construction Manager and provide reason for delay prior to the end of the specified period.

The Construction Manager will screen all submittals for form, completeness, and general content conforming to that specified in the Contract Documents before transmitting them to CONSULTANT.

CONSULTANT's submittal review is to determine compliance with the Contract Documents. Submittal review is not intended as acceptance of the work. The review is not intended to relieve the Contractor of his or her full responsibility for performance as required by the Contract Documents.

CONSULTANT's budget allowance for the project is based on reviewing seventy-five (75) original submittals and resubmittals at an average review time of four (4) hours per resubmittal. An additional four (4) hours are included for the CONSULTANT's Principle-in-Charge review. Total hours budget is three hundred (300) hours for the CONSULTANT.

Task 02: Request for Information

CONSULTANT shall respond to formal requests for information (RFIs) on an as requested basis. CONSULTANT will provide a written response on a response sheet and return the response sheet to the Construction Manager. CONSULTANT shall complete review of the RFI, provide response, and return response within seven (7) calendar days after CONSULTANT's receipt of RFI. If for any reason the response cannot be completed within this period, CONSULTANT shall notify Construction Manager and provide reason for delay prior to the end of the specified period.

The Construction Manager will screen all RFIs for form, completeness, and general content conforming to that specified in the Contract Documents before transmitting them to the CONSULTANT.

CONSULTANT's budget allowance for the Project is based on reviewing twenty-two (22) RFIs at an average of four (4) hours review per RFI. Total hours budget is eighty-eight (88) hours for the CONSULTANT.

Task 03: Clarification Memoranda

CONSULTANT shall issue Clarification Memoranda where deemed necessary by the CONSULTANT and on an as requested basis. CONSULTANT shall provide a written clarification on a Clarification Memorandum (including specifications, sketches, or other information as necessary) and issue the Clarification Memorandum to the Construction Manager.

Clarification Memoranda will be issued to 1) clarify Contract Documents when necessary, 2) in the event that modifications to the Contract Documents are desired by the CITY, or 3) to assist the Construction Manager with the preparation of contract change order requests.

CONSULTANT's budget allowance for the project is based on preparing two (2) Clarification Memoranda at an average of twenty-five (25) hours per Clarification Memorandum and two (2) additional hours for the CONSULTANT's Principle-in-Charge review. Total hours budget is fifty-two (52) hours for the CONSULTANT.

Task 04: Informal Requests for Information

CONSULTANT shall respond to Construction Manager's informal requests for information, including verbal, email, and telephone correspondence with Construction Manager.

CONSULTANT's project budget allowance is based on a project duration of thirteen (13) months at a rate of four (4) hours per month of informal correspondence. Total hours budget is fifty-two (52) hours for the CONSULTANT.

Task 05: Meetings

CONSULTANT shall have personnel attend two (2) regular construction meetings during the Project. The Construction Manager will facilitate all meetings and provide meeting minutes.

Budget allowance is based on CONSULTANT's Project Engineer attending two (2) construction meetings. Meetings are budgeted at nine (9) hours per person per meeting, which includes travel time. An additional eight (8) hours of meeting time has been budgeted for the Principal-in-Charge, Project Manager, and Project Engineer to attend meetings if required or for phone meeting attendance as necessary. Total hours budget is twenty-six (26) hours for the CONSULTANT.

Task 06: Periodic Site Visits

CONSULTANT shall periodically visit the Project site to monitor the progress and quality of the Contractor's work effort, including specialty site visits (civil, structural, mechanical, electrical, and instrumentation) and for preparation of a final punch list. CONSULTANT shall not, during such site visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work. CONSULTANT shall not have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, or safety precautions and programs incident to the Work. Furthermore, CONSULTANT shall not be held responsible for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes, or orders applicable to Contractor furnishing and performing work. CONSULTANT shall provide opinions and observations to the Construction Manager and/or City regarding general compliance with the Contract Documents for improvements that are observed by the CONSULTANT at the time of CONSULTANT's site visits.

CONSULTANT's budget allowance is based on three (3) site visits by the CONSULTANT. Site visits are budgeted at nine (9) hours each, which includes travel time. Total hours budget is thirty-three (33) hours for the CONSULTANT.

Task 07: Project Management

CONSULTANT shall manage the efforts of the project team members, coordinate with representatives of the CITY and Construction Manager, delegate responsibilities, and review work progress. CONSULTANT shall prepare and submit monthly invoices and progress summary reports.

Monthly invoices will be broken down by major tasks only. Monthly progress summary reports will be made as part of the report submitted for all on-going projects with CITY.

CONSULTANT's budget allowance for the project is thirteen (13) hours based on a 13-month Project duration.

Deliverables:

All deliverables shall be provided electronically in Word document or PDF format.

Deliverables shall include:

- Responses to submittals
- Responses to RFIs
- Clarification Memoranda

TIME OF PERFORMANCE

All work defined in this Task Order shall be complete by December 31, 2021 and subject to the conditions of Article 3 of this Agreement. A summary of the anticipated construction schedule is as follows:

- Notice of Award (NOA) issued to Contractor: July 2020
- Notice to Proceed (NTP) issued to Contractor: August 2020
- Substantial Completion: September 2021
- Final Completion: October 2021

PAYMENT

The budget for Addendum No. 3 is one hundred and thirty-six thousand one hundred and ninety-two dollars (\$136,192). The detailed labor and fee table is provided in Exhibit B3. The overall total budget under this Agreement has been increased to \$484,063 as shown in the table below.

Project Component	Budget
Agreement	\$300,000
Addendum No. 1	\$16,342
Addendum No. 2	\$31,529
Addendum No. 3	\$136,192
New Project Total	\$484,063

EFFECTIVE DATE

This Addendum No. 3 is effective as of the _____ day of June, 2020.

IN WITNESS WHEREOF, duly authorized representatives of the CITY and of the CONSULTANT have executed this Addendum No. 3 evidencing its issuance by CITY and acceptance by CONSULTANT.

CAROLLO ENGINEERS, INC.

CITY OF PORTERVILLE

Accepted this _____ day of June, 2020

By: _____
Senior Vice President

By: _____
Officer

Vice President

Exhibit B3															
		PIC	PM	P	AP	CAD	Support	Total Hours	Labor Cost	PECE	Mileage		ODC Cost	Total Cost	
Task No.	Task Description	\$293	\$273	\$230	\$188	\$198	\$125			\$13.00	Trips	Amount			
1.0	Submittal Review	4	30	180	80	0	6	300	\$66,552	\$3,900	0	\$0	\$3,900	\$70,452	
	Task 1.0 Subtotal =	4	30	180	80	0	6	300	\$66,552	\$3,900	0	\$0	\$3,900	\$70,452	
2.0	Request For Information	0	16	48	20	0	4	88	\$19,668	\$1,144	0	\$0	\$1,144	\$20,812	
	Task 2.0 Subtotal =	0	16	48	20	0	4	88	\$19,668	\$1,144	0	\$0	\$1,144	\$20,812	
3.0	Clarification Memorandums	2	8	16	10	16	0	52	\$11,498	\$676	0	\$0	\$676	\$12,174	
	Task 3.0 Subtotal =	2	8	16	10	16	0	52	\$11,498	\$676	0	\$0	\$676	\$12,174	
4.0	Informal Requests for Information	2	10	40	0	0	0	52	\$12,516	\$676	0	\$0	\$676	\$13,192	
	Task 4.0 Subtotal =	2	10	40	0	0	0	52	\$12,516	\$676	0	\$0	\$676	\$13,192	
5.0	Meetings	4	4	18	0	0	0	26	\$6,404	\$338	2	\$417	\$755	\$7,159	
	Task 5.0 Subtotal =	4	4	18	0	0	0	26	\$6,404	\$338	2	\$417	\$755	\$7,159	
6.0	Periodic Site Visits	0	6	27	0	0	0	33	\$7,848	\$429	3	\$626	\$1,055	\$8,903	
	Task 6.0 Subtotal =	0	6	27	0	0	0	33	\$7,848	\$429	3	\$626	\$1,055	\$8,903	
7.0	Project Management	2	5	6	0	0	0	13	\$3,331	\$169	0	\$0	\$169	\$3,500	
	Task 9.0 Subtotal =	2	5	6	0	0	0	13	\$3,331	\$169	0	\$0	\$169	\$3,500	
Totals		14	79	335	110	16	10	564	\$ 127,817	\$ 7,332	5	\$1,043	\$8,375	\$136,192	
Legend:															
PIC	Principle In Charge - Casares														
PM	Project Professional - Dadik														
PE	Professional - Chaggar														
AP	Assistant Professional														
CAD	CAD Technician														
Support	Support Staff														
PECE:	Project Equipment and Communication Expense														
Notes:															
1. Mileage based on 360 miles per trip @ \$0.58/mile															



CITY COUNCIL AGENDA – JULY 7, 2020

SUBJECT: Annual Hauling Services for Asphalt Maintenance Program

SOURCE: Public Works

COMMENT The Streets Maintenance Division is asking approval for the expenditure of funds for Annual Asphalt Hauling Services. Secured pricing and services for asphalt hauling will simplify efforts for the 2020/2021 Overlay season. Historically, staff has had to secure transport of asphalt on a project by project bases, presenting challenges for project scheduling. As the city continues to develop a robust asphalt maintenance program, Staff is continuing to look for opportunities to increase efficiency. These efforts enable the department to maintain staffing levels, reduced equipment operations cost, and complete a higher volume of Overlays throughout the City, improving the quality of transportation. With the volume of asphalt material that needs to be delivered during the overlay session and overlay preparations, staff sought three quotes for service from local trucking companies for hauling services during Fiscal Year 2020/2021.

<u>Hauling Services Contractor</u>	<u>Quoted Cost of Service</u>
Mike Clark Trucking	@ \$115.00 /hr.
Terry Johnson	@ \$120.00 /hr.
W.T.B., Inc	@ \$120.00 /hr.

After reviewing the quotes received, staff recommends awarding Mike Clark Trucking as the lowest bidder for the proposed scope of services. In the event of operational challenges, staff seeks authority from the Council to authorize the ability to use all three Haulers should staff encounter scheduling conflicts. Staff proposes to prioritize awarding the services in the quoted amount and in the order identified above. Funding for services will be made available from the Capital Improvement Projects Overlay Program.

RECOMMENDATION: That the City Council:

1. Authorize staff to utilize an annual hauling services contractor Mike Clark Trucking for fiscal year 2020/2021; and
2. Allow staff to substitute annual hauling contractor pending schedule conflicts as ranked by the quote for services; and
3. Allow for fund expenditures as defined by the operation for services from the Capital Improvement Projects Overlay Program; and

4. Authorize payment of services upon satisfactory completion.

ATTACHMENTS:

1. Mike Clark Trucking
2. Terry Johnson
3. WTB Trucking

Appropriated/Funded:

Review By:

Department Director:

Michael Knight, Public Works Director

Final Approver: Patrice Hildreth, Deputy City Manager

Mike Clark Trucking
19385 Ave. 144, Porterville Ca.
Fax (559)784-8832 Office (559)784-5486 Cell (559)359-9918
C. S. B. #1770985 ca. #304331

Date: June 30, 2020

To : Joe Baeza (jbaeza@ci.porterville.ca.us)

PROJECT : Trucking Quote For The Fiscal Year 2020 Thru 2021

Cold mix out of Jaxon Baker Deer Creek in double bottoms to Porterville City yard & distubution to various other sites within the city @ \$115.00 per hr.
Six hour minimum

Standby on hauling is at \$1.92 per min. after 10 min. loading and unloading, 10 & 30 min. in transfers added to tonnage price terms. All other trucking in transfers or demo dumps at \$120.00 per hour, double bottoms or super at \$115.00 per hour. 4 hour minimum. Billing will be every two weeks, pay at net thirty days. B & P Code Section 7108.6 , penalty by the Debtor to the Carrier of two percent of the amount due per month for every month payment is outstanding.

QUOTE GOOD FOR (6) SIX MONTHS FROM THIS DATE



Terry Johnson Trucking, Inc.
 31186 West Gale Avenue
 Coalinga, CA 93210

Ph: 559-935-0371
 Fax: 559-935-5803

8270 E. Lacey Blvd.; Hanford, CA (559) 584-2622 * 5942 Old Stage Rd.; Fountain Springs, CA (559) 534-2491
 1860 W. Betteravia Road, Santa Maria CA (805) 928-2202

QUOTATION

July 1, 2020

City of Porterville
 555 N. Prospect
 Porterville, CA 93257
 Ph: (559) 782-7514
 e-mail: jbaeza@ci.porterville.ca.us
 Attn: Joe Baeza

Re: Annual Hauling Contract 2020-2021
Porterville, CA

Joe:

For your consideration, the following are Terry Johnson Trucking, Inc.'s haul rates for materials delivered to the City of Porterville Corporate yard and Various Locations.

Bottom Dumps..... \$120.00/hour

Above mentioned rates are for trucking service only and do not include material cost. Also, stockpiling is the only type of service included in the above-mentioned rates; other types of service will be subject to rate adjustment including, but not limited to, stand by charges. 48-hour notice is needed for all schedule request. There will be a 6-hour minimum for all trucking under 6 hours and an 8-hour minimum for all work over 6.1 hours Thank you for the opportunity to quote this project. Please call if you have any questions or comments.

Sincerely,

Brian Jones

Brian Jones
 Superintendent
Terry Johnson Trucking, Inc.

Accepted by: _____
 Signature Date

 Printed Name & Title

*This quote is limited to acceptance within 20 days of the bid opening after which time quotation is subject to review/revision.
 * Due to the strict California emissions laws, we cannot be held responsible for shortage of trucks on any project.
 *Rates quoted are DAY rates unless specified otherwise.
 *Night rates are quoted as an 8 hour minimum.
 * Material and trucking subject to availability.
 * Haul rates do not include tarping.
 * The terms of this quote shall become an integral part of the Purchase Agreement and shall govern over any conflicting language.
 *All taxes applicable to the sale or delivery of materials will be invoiced and paid by the customer.
 *Terms are Net 30.

Fax Cover Sheet

W.T.B., INC.
7093 W. BELMONT
FRESNO, CALIFORNIA 93722
(559) 275-1998
(559) 275-1995

Send to:	From: Nick Young
Attention:	Date: June 30, 2020
Office Location:	Office Location: FRESNO, CA.
Fax Number:	Phone Number: (559) 275-1998

☐ Please Sign and Return

_____ Agent or Representative

_____ Date

Total pages, including cover: 2

General Conditions: Unless otherwise specified a 6-hour day, 8-hour night/weekend minimum will be incurred on any trucking day, as well as an 8% increase on all rates for nights and weekends. On all night work there will be a 24-hour cancellation policy or an 8-hour minimum will be applied. There will also be a 10% increase for all rubberized asphalt in transfers. **All tonnage quotes are per U.S. ton, based on full loads and direct routes to and from the jobsite and never will any averaging of standby be allowed. Standby will be assessed at the first point of arrival or delay due to the construction site (i.e., traffic control, detours, etc.) and will end when the truck is free and clear to return to the plant or point of origin without delay. If for any reason there is a dispute over standby all tonnage prices will be reversed to hourly rates. If two or more trucks are sent back on standby and don't receive a load there will be a return charge applied for each truck that does not receive a load.** A fuel increase will be applied to all rates at 2% for every \$0.20 increase of current fuel rate at bid time. For a current rate on fuel please refer to www.eia.gov on-highway retail diesel prices. All quotes including material subject to change without notice depending on material availability. Also, please note that material prices do not include material environmental fees. All individual quotes will be void if this quote is not used in its entirety. It will be customer's responsibility for any citations written for load showing or over loads from job site off hauls. **Also, it is customer's responsibility to make WTB aware of any prevailing wage costs associated with project. All trucking rates shown are "non-prevailing" unless specified. WTB will pass on the extra costs associated with prevailing wage to the customer.** To ensure truck availability WTB requires a weekly estimate of trucks needed, with a minimum of 24-hour notice of confirmation for the scheduling of trucks. With the major shortage of trucks due to the new EPA state mandates, WTB will not be held liable for any shortages of trucks on any project. Please be advised WTB Inc. is a Vendor not a Sub Contractor.

Life of Quote: Unless otherwise specified herein this quote will be VOID 30 days after the noted bid date of WTB Inc. Due to material availability and price fluctuations all material prices will be VOID after 30 days.

Payment: All invoices shall be paid by the 20th of the following month. WTB Inc. is a Vendor-Supplier not a Sub Contractor, late payments will be assessed carrying charges at 1.5% compounded monthly on the outstanding balance. If a dispute arises between the parties, the prevailing party shall be entitled to recover attorney fees in addition to any other relief to which the party may be entitled.

Acceptance: Buyer shall SIGN and RETURN this quote sheet confirming "Special Conditions", price and estimated delivery date, via fax or return mail. **Failure to return a signed copy within 5 days after the start of quoted project constitutes complete and full acceptance.**

**City of Porterville, Cold Mix to Porterville Yard & Delivery to
Various Locations Fiscal Year 2020-2021**

Trucking Prices Only:

Day Hourly Rates:

Double Bottoms \$120.00

Transfers \$120.00

End dumps \$125.00

Demo 10's: \$125.00

10 Wheelers \$115.00

Please Note:

~ Please let WTB know within 24-hours of bid time if you will be using our quote.



CITY COUNCIL AGENDA – JULY 7, 2020

SUBJECT: Third Amendment to the Transit Service and Administration Agreements

SOURCE: Public Works

COMMENT: On July 18, 2012, the City Council approved a five-year contract with Sierra Management (Transit Contractor) to provide daily transit operation and administration services until June 30, 2017, which was later extended until June 30, 2022.

Since 2012, the Transit Contractor has been operating under a firm fixed price for the initial five-year term. With the option to extend the agreement for an additional five-year term, the City and Transit Contractor did not negotiate any new terms. The Transit Contractor has continued to bill the City at the 2017 service rates.

On April 4, 2016, the Governor of California signed legislation passed by the California Legislature, raising the minimum wage for all industries. From January 1, 2017, to January 1, 2022, the minimum wage will increase for employers employing 26 or more employees as follows:

California Minimum Wage 2017-2022

<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
\$10.50	\$11.00	\$12.00	\$13.00	\$14.00	\$15.00

On March 4, 2020, the Governor of California declared a State of Emergency in response to the global COVID-19 outbreak. Due to the COVID-19 pandemic public transportation ridership has severely declined and, in response to the declining ridership, transit service hours have been reduced to a Sunday service hour schedule seven days a week while increasing fleet and facility cleaning. In response to COVID-19, staff also introduced new microtransit service.

TransPort, the City's microtransit service, provides another mobility option to the public transportation system and has been performing very well. The City and Transit Contractor agreed to utilize the current fixed route cost per hour and implemented the new service in an expedited manner.

In response to the California Minimum Wage Rate Order, increased health care expenses, and a competitive transit employee wage, the Transit Contractor has requested an amendment to the Agreement to increase the hourly service rate as well as the addition of Hazard Condition Rate pay for its front line employees. The current fixed costs, which include management, supervisor, dispatcher, and

utility worker wages, uniforms, training, insurance, utilities, etc., will remain the same for the remaining two years of the Agreement.

The current transit service rates are as follows:

	<u>FY 2017-2018</u>
ADA Paratransit Service	\$16.95/hour
Micro Transit Service	\$18.80/hour
Fixed Route Service	\$18.80/hour
ADA Paratransit Fixed Costs	\$18,774.32/month
Fixed Route Fixes Costs	\$85,592.76/month
Transit Administration	\$114,723.84/year

The proposed transit service rates for the remaining two years of the Agreement are as follows:

	<u>FY 2020-2021</u>	<u>FY 2021-2022</u>
ADA Paratransit Service	\$28.30/hour	\$29.72/hour
Micro Transit Service	\$28.30/hour	\$29.72/hour
Fixed Route Service	\$28.30/hour	\$29.72/hour
Transit Administration	\$137,668.56/year	\$144,552/year

The Transit Contractor has requested Hazard Conditions Rate pay, which was not included as an option in the original Agreement, for its front line employees who are at high risk operating the City's public transportation system. Similarly to other agencies, Hazard Conditions differential has been paid to employees at a 50% rate of their regular base wage. The Federal Transit Administration has determined that all expenses incurred in response to COVID-19 on or after January 20, 2020, are eligible. The Transit Contractor is requesting \$268,833 in Hazard Conditions Rate pay for employee hours worked during the period of March 1, 2020 through June 30, 2020.

In order to determine a fare and reasonable price, staff performed a survey from the two largest transit providers in Tulare County. The following table represents what the other agencies are paying for transit service per hour:

	<u>FY 2020-21</u>	<u>FY 2021-2022</u>
City of Visalia	\$35.517/hour	\$37.651/hour
County of Tulare	\$36.14/hour	\$38.27/hour

RECOMMENDATION: That the City Council:

1. Approve and authorize the Mayor to execute the Third Amendment to Agreement for Transit Service with Sierra Management to increase the fixed hourly rate for fiscal year 2020-2021 to \$28.30; fiscal year 2021-2022 to \$29.72; Hazard Conditions Rate expenses for the period of March 1, 2020 through June 30, 2020 of \$268,833 and

2. Approve and authorize the Mayor to execute the Third Amendment to Agreement for Transit Administration Service with Sierra Management to increase the fixed annual rate for fiscal year 2020-2021 to \$137,668.56 and fiscal year 2021-2022 to \$144,552.

ATTACHMENTS:

1. Amendment No 3 - Transit Service
2. Amendment No 3 - Transit Administration

Appropriated/Funded:

Review By:

Department Director:

Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager

**THIRD AMENDMENT TO AGREEMENT FOR
TRANSIT SERVICE
RFP NO. 11/12-AC1764**

The City of Porterville Agreement with Tree's Sierra Management, Inc. to provide transit services, entered into on July 18, 2012, is amended on July 7, 2020, between the City of Porterville, hereinafter referred to as "CITY" and Tree's Sierra Management, Inc, hereinafter referred to as "SIERRA MANAGEMENT" with reference to the following:

WHEREAS, CITY and SIERRA MANAGEMENT entered into an agreement for transit administration services from July 18, 2012 to June 30, 2017; and

WHEREAS, the term of the Agreement is extended through June 30, 2022; and

WHEREAS, CITY and SIERRA MANAGEMENT desire to increase the compensation for the continuation of services.

ACCORDINGLY, IT IS AGREED:

- I. Section 3.1A, **Fixed Hourly Rate** is hereby amended to read as follows:

	FY 2020-2021	FY 2021-2022
Fixed Route	\$28.30	\$29.72
ADA Paratransit	\$28.30	\$29.72
Micro Transit	\$28.30	\$29.72

- II. Section 3.1C, **Hazard Conditions Rate** is hereby amended to read as follows:

"Hazard condition differential of 50% of the employee's base wage who are requested to work in certain conditions. Applies to hours when the employee is actually performing in such hazardous conditions. Authorization of such pay and duration is within the discretion of the CITY. Hazard Conditions Rate expenses that occur on or after January 20, 2020 are eligible."

- III. Except as provided above, all other terms and conditions of Agreement shall remain in full force and effect.

- IV. This amendment shall become effective on July 1, 2020.

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

CONTRACTOR:

Tree's Sierra Management, Inc.

By: _____
Steven E. Tree, President

CITY OF PORTERVILLE:

By: _____
Martha Flores, Mayor

By: _____
John D. Lollis, City Manager

APPROVED AS TO FORM:

By _____
Julia M. Lew, City Attorney

**THIRD AMENDMENT TO AGREEMENT FOR
TRANSIT ADMINISTRATION
RFP NO. 11/12-AC1765**

The City of Porterville Agreement with Tree's Sierra Management, Inc. to provide transit administration services, entered into on July 18, 2012, is amended on July 7, 2020, between the City of Porterville, hereinafter referred to as "CITY" and Tree's Sierra Management, Inc, hereinafter referred to as "SIERRA MANAGEMENT" with reference to the following:

WHEREAS, CITY and SIERRA MANAGEMENT entered into an agreement for transit administration services from July 18, 2012 to June 30, 2017; and

WHEREAS, the term of the Agreement is extended through June 30, 2022; and

WHEREAS, CITY and SIERRA MANAGEMENT desire to increase the monthly compensation for the continuation of services.

ACCORDINGLY, IT IS AGREED:

- I. Section 3.1A, **Fixed Annual Rate** is hereby amended to read as follows:

	FY 2020-2021	FY 2021-2022
Annual Rate	\$137,668.56	\$144,552

- II. Except as provided above, all other terms and conditions of Agreement shall remain in full force and effect.

- III. This amendment shall become effective on July 1, 2020.

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

CONTRACTOR:

CITY OF PORTERVILLE:

Tree's Sierra Management, Inc.

By: _____
Martha Flores, Mayor

By: _____
Steven E. Tree, President

By: _____
John D. Lollis, City Manager

APPROVED AS TO FORM:

By _____
Julia M. Lew, City Attorney



CITY COUNCIL AGENDA – JULY 7, 2020

SUBJECT: Authorization to Execute Consultant Agreement - Consulting Services and Comprehensive Solid Waste Rate Study

SOURCE: Public Works

COMMENT: At its December 17, 2019, meeting, Council authorized staff to issue a Request for Proposal for Consulting Services to conduct a comprehensive solid waste rate study and related tasks intended to satisfy the requirements of Proposition 218 rate setting as applied to municipal solid waste service rates.

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

The sole proposal received is from R3 Consulting Group, Inc., partnering with Sloan Vasquez McAfee, in the amount of \$169,320. R3 is a solid waste management consulting firm that works exclusively for municipal agencies. They have recently completed similar projects for the Cities of Tulare, Visalia, Fresno and Merced, and at the time of the proposal were conducting a study for the City of Dinuba.

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

RECOMMENDATION: That City Council:

1. Authorize the Mayor to execute the Consultant Service Agreement, upon approval by the City Attorney, with R3 Consulting, Inc. in the amount not to exceed \$186,252 (inclusive of a 10% contingency); and
2. Authorize progress payments up to 100% of the agreed upon fee amounts.

ATTACHMENTS:

1. Service Agreement - R3
2. Scope of Services

Appropriated/Funded:

Review By:

Department Director:

Michael Knight, Public Works Director

Final Approver: Patrice Hildreth, Deputy City Manager

SERVICE AGREEMENT

DATE: July 7, 2020

PARTIES: City of Porterville, a California municipal corporation, hereinafter referred to as "CITY"; and R3 Consulting Group, Inc. (R3), hereinafter referred to as "CONSULTANT".

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

Project Name: Solid Waste Rate Study

Description of Project: In general, the consultant will be responsible for conducting a comprehensive solid waste rate study and related tasks intended to satisfy the requirements of Proposition 218 rate setting. Details are summarized in the Scope of Services as Attachment "A".

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

SECTION 1. CONTRACT SERVICES:

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

SECTION 2. PAYMENT:

In consideration for said services and materials, CITY shall pay CONSULTANT on a time and materials basis not to exceed **One Hundred Sixty-Nine Thousand Three Hundred and Twenty Dollars, (\$169,320)**.

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

SECTION 3. COMPLETION DATE:

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

SECTION 4. FAMILIARITY WITH PROJECT:

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

SECTION 5. INDEPENDENT CONTRACTOR:

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

(i) **Professional Liability Insurance**

Consultant shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of two million dollars (\$2,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and Consultant agrees to

maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

(ii) **General Liability**

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

(iii) **Auto Liability**

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

(iv) **Worker's Compensation**

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

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

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

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

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

SECTION 6. WORKMANSHIP AND MATERIALS:

Every part of the work herein described shall be executed in a professional manner with competent, experienced personnel. Finished or unfinished material prepared under the agreement, prepared by

CONSULTANT, shall become property of CITY. CONSULTANT hereby warrants that any materials prepared under this agreement shall be fit for the intended use contemplated by the parties.

SECTION 7. ASSIGNMENT OF CONTRACT:

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

SECTION 8. AFFIRMATIVE ACTION.

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

SECTION 9. CONFLICT OF INTEREST CODE:

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

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

SECTION 10. TERMINATION:

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

SECTION 11. ENTIRE CONTRACT:

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

SECTION 12. DISPUTES; VENUE:

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

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

CITY OF PORTERVILLE

CONSULTANT

By_____

By_____

Date_____

Date_____

Northern California Office

1512 Eureka Road, Suite 220, Roseville, CA 95661
Tel: 916-782-7821 | Fax: 916-782-7824

San Francisco Bay Area Office

2600 Tenth Street, Suite 424, Berkeley, CA 94710
Tel: 510-647-9674

Southern California Office

Tel: 323-491-8868

March 17, 2020

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

Subject: Section A | Letter of Transmittal – Proposal for 19/20-SR1896 Solid Waste Rate Study

Dear Ms. Bemis:

R3 Consulting Group, Inc. (R3), along with Sloan Vazquez McAfee (SVM), are pleased to submit the attached proposal to conduct a solid waste rate study for the City of Porterville (City), which includes evaluations of the City's collection system, operations, and management, a solid waste vehicle impact fee study, rate survey and development of a rate model. Our project team for this engagement has significant relevant experience providing these exact services, and we are committed to providing the City with a high-quality work product. Many of the services the City is requesting are very similar to the services that R3 and/or SVM (R3 Project Team / Team) recently provided to the cities of **Visalia, Tulare, Merced, Los Banos, Turlock, Fresno, Folsom, Redlands, Roseville, and Flagstaff (AZ)**, the **County of Siskiyou**, and the **Kings Waste Regional Authority**. We are currently conducting rate studies for the cities of **Dinuba, Pomona, Riverside, San Jose and Santa Monica**. Past rate study clients include the cities of **Berkeley, Davis, Long Beach, Sacramento**, counties of **Plumas and San Joaquin**, and the **California Valley Community Services District (CSD), Tamalpais CSD**.

R3 is a solid waste management consulting firm established in 2002 that *works exclusively for municipal agencies* – we do not work for private solid waste management service providers. Our two partners have decades of combined solid waste operational and consulting experience, and during the past 30 years, have conducted hundreds of solid waste management consulting projects for clients throughout California. One of R3's core services is assisting public agencies that operate municipal solid waste collection systems like the City with a review and an assessment of their finances, operations, routes, administrative and management processes, and organizational structure in support of identifying real and meaningful opportunities for improvement, and establishing a system that supports *continuous improvement*. More information on our scope, qualifications, and cost are provided in the following pages.

We appreciate the opportunity to submit our proposal to the City. Should you have any questions regarding our proposal or need any additional information, please contact Project Manager William Schoen by phone at (916) 947-4880 or by email at wschoen@r3cgi.com. My contact information is:

Name & Title: Garth Schultz, Principal
Address: 2600 Tenth Street, Suite 424, Berkeley, CA 94710
Email & Telephone: gschultz@r3cgi.com | (510) 292-0853

As Principal, I am authorized to contractually obligate R3 and negotiate contracts on behalf of the Team.

Sincerely,

R3 CONSULTING GROUP



Garth Schultz | Principal



William Schoen | Project Manager

SECTION B | Table of Contents

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Appendices

- 1 Resumes
- 2 Evidence of Authorization

SECTION C | Work Plan and Approach

Project Approach / Understanding

R3 understands that the City is seeking a qualified consultant to review current operations and associated costs of service in order to provide recommendation(s) for improvement on identified areas of opportunity. The findings will be incorporated into a rate study with the desired outcome being a five-year rate plan and ten-year rate model to assist the City in projecting future expenses and revenues need to cover operational costs. Additional service costs, such as the impact from commercial vehicles on City streets and funding for legislative requirements will be included in these projections. Upon conclusion of the analysis, R3 will work collaboratively with City staff determine the amount by which potential rate increases will be implemented to cover the cost(s) of providing services.

With recent and very relevant projects in nearby jurisdictions **Tulare** and **Visalia**, and current projects in **Corcoran**, **Dinuba**, **Los Banos**, and **Merced**, R3 is very familiar with regional operations, facilities, landfills, haulers and community concerns. This knowledge, combined with our deep operational expertise and direct project experience will serve as an essential foundation to successfully provide the City with a Rate Study that addresses all of its needs in an efficient and timely manner. Additionally, with current projects less than an hour away from the City, R3 staff can and will be readily available for any in-person meetings / on-site events. We also have the technology and flexibility to conduct teleconference / video meetings, which may be necessary with recent COVID-19 developments.

In response to the City's RFP, we have provided our proposed Scope of Services, which includes the specific tasks that we envision will achieve the City's goals. We have abbreviated our Scope of Services for each of our proposed project tasks to comply with the City's 15-page proposal limit. We would be happy to provide additional detail for any or all of our proposed tasks at the City's request.

Note: *Given the broad nature of the work the City is requesting, we would be happy to discuss changes to our proposed Scope of Services, and individual project tasks, and the associated budget to best meet the funding the City has for this engagement. Our objective is to work with the City to clearly focus R3's efforts and resulting work products (deliverables) so that the City realizes the greatest associated benefit to its operations.*

Scope of Services

Task 1 Information Request, Kick-Off Meeting

Within two weeks of authorization to proceed from the City, R3 will schedule a Kick-Off Meeting with City staff. The objective of this meeting is to review project goals and objectives, work scope, and staff interview schedule. The Kick-Off Meeting is also intended to provide R3 with an initial understanding of how the City currently routes its collection vehicles, and the existing workload standards used to design collection routes.

In support of our review, we request that the City provide the information listed in Appendix A (Information Request), to the extent it is currently available. We also request that City management staff consider the questions listed in Appendix A for discussion at the Kick-Off Meeting. This Task 1 Kick-Off Meeting will serve as the Kick-Off Meeting for all project tasks, and as such, will cover information related to each of the project tasks listed below.

As specified in the City's Request for Proposal it is expected that the City will have the following responsibilities.

- a. Furnish all reasonably available records and information, including financial reports, budgets, and tonnage data. Provide staff support and assistance as required and agreed to in advance of study.
- b. Provide the cash needs estimates for operating and capital requirements that cover the entire five- and ten-year planning horizons.
- c. Advise R3 of any and all circumstances involving the Utilities known to the City that would reasonably impact R3's work in preparing the rate structures and maximum rates that result from use of that rate structure.
- d. Provide all other information in the City's possession reasonably necessary for R3 to complete the objectives of this Scope of Work.

Task 2 Solid Waste Route Study

Task 2.1 Staff Interviews & Supervisor Ride-Alongs

Immediately following the Kick-Off Meeting, R3 will begin interviewing various City solid waste staff. This may include City management, GIS staff, data analysts, route supervisors, and drivers. Our project budget assumes that the City will efficiently schedule interviews with requested staff. R3 will also spend time in the field with City management and route supervisors to observe operations, operating conditions, and the location and flow of vehicles through the various facilities.

Task 2.2 Recommendations for Continuous Improvement

Tracking and evaluating data (e.g., safety, operational, maintenance, financial, regulatory), and making changes/improvements to operations based on that data, is the foundation for an effective collection system. That is what Waste Management and Republic Services, the two largest solid waste operators in the Country do and is what any operation that wants to improve needs to do to support *continuous improvement*. The objective of this task is to provide the City with recommendations to support its continuous improvement. As appropriate, we will develop recommendations for data that the City should be tracking, and how it can use that data to improve its operations. These recommendations will go hand-in-hand with the Operations and Management Review (Task 4).

Task 2.3 Evaluate Efficiency of City's Collection System

As part of this task, R3 will project the capacity and productivity of the City's residential solid waste collection operations. This analysis will be based on the Daily Time Assignments developed by R3, in consultation with City staff, and time-and-motion data for residential solid waste routes from R3's time-and-motion data base.

As a result of this review, R3 will provide the City with answers to the following questions:

- How productive are the City's residential solid waste routes?
- How many routes are required to handle the current daily workload?
- What is the capacity of the existing collection system (i.e., what is its ability to handle more accounts without adding additional routes)?

For purposes of managing the budget for this engagement, we propose to focus on the City's residential collection system. We will also provide recommendations for system improvements, an additional review that the City should undertake in support of *continuous improvement*.

We have noted the potential reopening of the Woodville landfill and the closure of Teapot Dome landfill may occur within the five-year rate window. With these potential changes in operations, we will review the effect on routing and efficiency and provide recommendations for improvement.

Task 3 Solid Waste Vehicle Impact Fee

Using available data, R3 will quantify the portion of the City's annual street maintenance costs attributed to the City's Refuse Vehicles (solid waste, recycling and yard waste vehicles) and Street Sweeping Vehicles. Our approach to evaluating and quantifying the impact of Refuse Vehicles on the City's street maintenance costs is based on the premise that all vehicles, including solid waste collection vehicles, impose a quantifiable impact on streets. That impact or "loading" can be expressed as an Equivalent Single Axle Load (ESAL), which is a function of the vehicle's weight and the distribution of that weight over the vehicle's axles. By projecting the total number and type of vehicles (e.g., refuse vehicles, other trucks, automobiles) that will travel on a street over its useful life, and the average ESAL associated with each vehicle type, the total ESALs that street will experience can be calculated.

Our approach to projecting refuse vehicle street maintenance costs is further summarized in the following tasks (this example is specific to residential street impacts for illustrative purposes):

- Calculate the weekly Refuse Vehicle Single Axle Equivalents (SAE) experienced by a typical residential street both in total and as a percentage of the total SAE experienced by a typical residential street (i.e., the Refuse Vehicle Loading);
- Determine the City's total annual residential street maintenance cost attributed to pavement and non-pavement related activities;
- Determine the average total annual pavement related residential street maintenance cost funded with discretionary funds (i.e., the non-discretionary funding shortfall); and
- Determine the portion of that annual discretionary funding requirement attributed to Refuse Vehicles based on the proportion of the residential street impacts attributed to refuse vehicles (i.e., the Refuse Vehicle Loadings determined above).

Task 4 Operations and Management

The R3 Project Team will evaluate the following technologies:

- Radio-frequency identification (RFID) tag identification system;
- On-board interior/exterior camera monitoring system;
- On-board truck scales;
- Upgraded field communications system;
- GIS mapping system; and
- We will also review and provide recommendations for modifying the City's solid waste ordinance, as needed.

Task 4.1 RFID Tag Identification System

Objectives: (1) To determine the technical feasibility of installing RFID tags on City containers for improving inventory management and tracking; and (2) To evaluate the costs and benefits of acquiring and implementing an RFID tag identification system.

The RFID technology must be usable with GPS to facilitate real-time notification of information such as container location, when the container is emptied, and when the container is relocated to a different address. The system must be able to provide complete tracking and inventory of the City's carts and bins. To accomplish these objectives, we will complete the following sub-tasks:

- Identify available RFID technology and evaluate their functionality and application requirements.
- Review the City's current container inventory practices and requirements.

- Evaluate integration potential and the ability to function efficiently and seamlessly with existing operating practices, or with other proposed technologies such as on-board computer systems and integrated with existing customer service/billing system.
- Identify changes needed to accommodate new technology.
- Evaluate the condition of existing containers and determine if and how the new technology will work with the existing containers, or if procuring new containers will be necessary or desirable.
- Evaluate initial capital costs, ongoing operational costs, the efficiency and effectiveness of available RFID products.
- Provide recommendation as to whether or not its application would be cost-effective and beneficial to the City.
- If recommended, provide a list of system providers and develop implementation logistics and timeline.

Task 4.2 On-Board Interior/Exterior Camera Monitoring System

Objective: *To evaluate the benefits and costs of installing an on-board camera monitoring system and to provide a recommendation for or against implementation.*

This technology consists of an on-board interior/exterior camera system for taking video/pictures, either manually or automatically, of the interior of the cab or the exterior depending on circumstances. Features should include the automatic recording of activity in or around the vehicle when the system senses a hard brake or turn, and the ability for the vehicle operator to position the camera for picture taking of overfilled containers and transmission to the office. To accomplish the above objective, the following sub-tasks will be completed:

- Identify the available on-board camera systems capable of taking video/pictures either manually or automatically of the interior and exterior of the cab. Examples of application are
 - Automatic camera activation during a “hard brake” or “hard turn”; and
 - Manually positioning camera for photographing overfilled containers prior to service and transmission of picture to the office for presentation to the customer.
- Evaluate how the product would integrate with existing systems and practices or other proposed technology.
- Evaluate initial capital costs, ongoing operational costs, the efficiency and effectiveness of available on-board camera monitoring systems.
- Provide recommendations as to whether or not its application would be cost effective and beneficial to the operation.

Task 4.3 On-Board Truck Scales

Objective: *To evaluate the benefits and costs of installing on-board scales to monitor and prevent overweight vehicles and to provide a recommendation for or against implementation.*

This technology consists of truck mounted weigh scales that displays the loaded truck weight on a monitor mounted inside the cab to allow the vehicle operator to load truck to its full legal capacity and avoid taking partial loads to dump sites. To accomplish the above objective, the following sub-tasks will be completed;

- Identify the available on-board scale systems capable of transmitting output to a monitor mounted inside the vehicle cab.
- Evaluate how the product would integrate with existing systems and practices or other proposed technology.

- Evaluate initial capital costs, ongoing operational costs, the efficiency and effectiveness of available on-board camera monitoring systems.
- Provide recommendations as to whether or not its application would be cost-effective and beneficial to the operation.

Task 4.4 Upgraded Field Communications System

Objective: *To determine if there is a communication system available for field communication that is more effective both operationally and economically.*

We will evaluate the feasibility and potential benefits to upgrading the current narrow band, two-way radio system with new technology. The following sub-tasks will be completed to accomplish this objective:

1. Identify available field communication alternatives and evaluate their functionality and application requirements.
2. Review the City's current communication practices and requirements.
3. Evaluate how the alternatives would work in the context of the current operating practices and with other proposed technologies such as on-board computer systems and integrated customer service / account / billing system, if adopted.
4. Identify changes needed to accommodate a new communication system.
5. Recommend whether or not the alternative would be cost-effective and beneficial to the operation.
6. Provide logistics and cost to implement and maintain.

Task 4.5 GIS Mapping System

Objective: *To provide options for routing software with GIS mapping capabilities.*

We will identify routing software options with GIS mapping capabilities to allow for the creation of route maps, including residential, commercial and sweeping routes for publishing on the City website. The following sub-tasks will be completed to accomplish this objective:

1. Identify available routing software systems and evaluate their functionality and application requirements.
2. Evaluate initial capital costs, ongoing operational costs, and the efficiency and effectiveness of the proposed system.
3. Provide recommendations as to whether or not its application would be cost-effective and beneficial to the operation.

Task 4.6 Solid Waste Ordinance Review

Objective: *To review and provide recommendations for modifying the City's solid waste ordinance, as warranted.*

If the City requests, we will review the City ordinance and provide recommendation(s) for modification.

Task 5 Financial Plan and Rate Study

Task 5.1 Develop Rate Model

Using line item budget information, operating reserve balances and other information provided by the City, R3 will construct an Excel-based Rate Model that will project revenues and expenses over a 10-year planning period, and provide for the evaluation of rate adjustments, including cost of service rate adjustments for various City operations and services, including Street Sweeping.

Task 5.1.1 Document Current Financial Baselines

This task involves documenting current financial baselines, which includes all applicable revenue and expense line items, fund reserves, capital cost estimates and any other relevant data.

It is anticipated that this information will, with any appropriate adjustments, form the “Basis for Projections” over the planning period.

Task 5.1.2 Prepare Revenue Projections

Revenue projections will be prepared for the planning period. These projections will account for rate-related revenue and non-rate related revenue (interest income, bond proceeds, grants, sale of assets, development fees, recycling revenues etc.), and the impact of growth and any other relevant factors. Rate revenue projections will be based on current rates, which will then be adjusted as part of the rate modeling and analysis performed.

Task 5.1.3 Prepare Expense Projections

A. Expense Projections

The purpose of this task will be to prepare projections of the City’s expenditures over the planning period. This task will build on the “Basis for Projections” that is established as part of Task 5.1.1. In developing these projections, R3 will coordinate with appropriate City staff, as necessary, to review the historical expenditures and discuss the assumptions, conditions and trends affecting the projections. The format for these projections will correspond with the City’s existing accounting records. R3 will assume that a “cash-basis” accounting system is used, whereby expenditures will be included in the fiscal year in which they occur.

B. Cost-of-Service Analysis

The City’s Rate Model will be designed to provide a Cost-of-Service Analysis that will involve the direct assignment and allocation of revenues and expenses to established collection and landfill services, with the intent of balancing revenues and expenses to identify any subsidies that may exist. The Cost-of-Service Analysis will be conducted using the allocation capabilities of the Rate Model. R3 will work with City staff to develop specific allocation factors and structure the Rate Model’s allocation capabilities to calculate separate costs for various individual services and lines of business.

Task 5.1.4 Review Operating Reserve Funds and Uses

R3 will review the City’s reserve accounts to determine if the balance of each reserve is appropriate in regard to the purpose of the reserve. The Rate Model that is developed in Task 5.1.7 will be constructed so that rates are sufficient to generate the necessary reserve funds over the planning period, and account for the utilization of those reserves as necessary to fund the associated expenses as they are expected to incur.

Task 5.1.5 **Rate Impact of Short-Lived Climate Pollutants Act (SB 1383)**

R3 will include in the rate study a review of funding options for SB 1383 implementation through the utilization of the existing AB 939 Fund, or the creation of a separate SB 1383 Fund. As part of this review, we will suggest a reasonable increase to the utilities fee component of the solid waste rates to cover identified costs.

Task 5.1.7 **Prepare Rate Model**

The various revenue and expense projections developed in the prior tasks will be used to construct the Rate Model along with other agreed-upon capabilities and components (e.g., revenue and expense allocations, rates and service levels, vehicle replacement schedules, cost-of-service comparisons, etc.). The Rate Model will be developed using Excel and will provide a means to evaluating various rate adjustment scenarios, including required cost of service rate adjustments. The Rate Model is also intended to serve as a tool for the City as part of its ongoing review and analysis of rates, and to that end, the Rate Model will provide the ability for annual updates of financial projections and other underlying assumptions.

The Rate Model will include a summary of the City's current rate structure, operating expenses, capital costs, revenue streams and reserve funds, and projected financial performance over the 10-year planning period.

Task 5.2 **Analyze Rate Structuring Options**

Using the Rate Model developed in Task 5.1, and in conjunction with City staff, R3 will analyze various rate adjustment scenarios. As directed by the City, those scenarios can account for cost of revenue neutral service adjustments, combined with overall rate adjustments that are sufficient to fund the City's annual operating costs, and capital and landfill operating reserves. Rate adjustment scenarios may include:

- A single rate adjustment that will restructure rates and satisfy the revenue requirement over a set planning period without need for additional adjustment (i.e., no additional annual indexed adjustments);
- A single rate adjustment that will restructure rates and satisfy the revenue requirement over the set planning period, with additional planned annual CPI indexed adjustments;
- Consistent annual rate adjustments over a set amount of time to more gradually introduce the rate structure changes; and/or
- Periodic rate adjustments (e.g., rate adjustments every two or three years).

Task 5.3 **Refuse Rate Survey**

R3 will conduct a rate survey of up to ten (10) municipalities within the greater San Joaquin Valley region to be used as a comparative baseline for existing rates and proposed rates developed from the rate study.

Task 6 **Rate Setting Support Services****Task 6.1** **Prepare and Mail Proposition 218 Public Hearing Notice**

R3 will prepare a Public Hearing Notice in compliance with the requirements of Proposition 218 utilizing City-provided information. Our project budget assumes that the City will be responsible for producing and mailing the Proposition 218 notice.

Task 6.2 Public Hearing Assistance

R3 will attend the Public Hearing, which will include the following tasks:

- Presenting the Rate Analysis Report (Task 7);
- Staffing a sign-in table in the Council Chambers to allow City residents to submit their written protests at the Public Hearing;
- Working with City staff to have either a hard copy or computer available to verify the property address and parcel number of all residents that appear at the Public Hearing in opposition of the rate increase;
- Providing technical support and answer questions; and
- Tabulating protest ballots.

Task 6.3 Protest Ballot Mailings and Forensic Support (Optional)

If needed, R3 will also provide assistance with the required protest ballot mailings, in both English and Spanish to customers who will be affected by the rate change. R3 is also willing and able to provide forensic support to the City in the event of a legal challenge to the rates on a time-and-materials cost basis, as directed by the City.

Task 7 Draft and Final Reports

The results of the above tasks will be presented in an electronic Draft Report. The Draft Report will include an Introduction, Background, Scope and Methodology, and Findings and Recommendations. Based on written comments received from the City, R3 will revise the Draft Report, as necessary, and issue an electronic Final Report.

Task 8 Meetings and Presentations

R3 will be available for regular phone meetings (frequency to be determined in discussion with City staff) with City staff to provide status updates on project progress. R3 staff will also be available to meet with City staff during those days when R3 is onsite conducting other work scope tasks.

R3 project staff will be available to attend up to four (4) meetings with the City Council at working sessions to present the interim status of the study, preliminary and final reports, and obtain their input.

SECTION D | Deliverables

Task 1 Deliverable

- Kick-Off Meeting Agenda, and facilitation of Kick-Off Meeting with City staff.

Task 2 Deliverables

- Task results, including findings and recommendations, to be incorporated into our Task 7 Reports, Meeting and Presentations.

Task 3 Deliverables

- A Nexus Study quantifying the portion of City's annual street maintenance costs attributed to Refuse Vehicles and Street Sweeping Vehicles.

Task 4 Deliverables

- Task results, including findings and recommendations, to be incorporated into our Task 8 Reports, Meeting, and Presentations.

Task 5 Deliverables

- An Excel Rate Model that the City can use to project revenues and expenses, and evaluate current and future rate adjustment options, including cost of service rate options, over an extended period;
- Calculation of the cost of service of various City collection services to allow the City to establish cost of service rates for individual services, should it wish to do so now, or at some point in the future;
- Rate adjustment options (scenarios) over a 10-year planning period, and recommended rate adjustments; and
- Refuse Rate Survey results to be incorporated into our Task 7 Draft and Final Reports and Task 8 Meetings and Presentations.

Task 6 Deliverables

- Draft and Final versions of the Public Hearing Notice in English and Spanish;
- Attendance at Public Hearing to present and/or assist in the presentation of the Rate Analysis Report;
- Technical support during Public Hearing; and
- Tabulation of protest ballots.

Task 7 Deliverables

- Electronic copies of Draft and Final Report(s).

Task 8 Deliverables

- Status updates to City staff through duration of project; and
- Attendance at up to four (4) Meetings with City representatives.

SECTION E | Key Personnel Background

Below is a summary of our team, beginning with our Project Manager, who was selected due to his similar regional work experience. Immediately following are our key team member summaries in Table E-2. For more detail, please see Appendix 1 – Resumes.

Table E-1: Project Manager Qualifications Summary

Name	Project Role	Specialty	Qualifications & Highlighted Related Experience	Education	Assigned Tasks
 William Schoen	Project Manager	Rate Analysis, Financial Planning, Municipal Operations and Performance Reviews, Solid Waste Vehicle Impact Studies, Prop 218 Assistance	▪ Tulare – Operational & Financial Review ▪ Visalia – Operational Review & Vehicle Impact Fee Study ▪ Merced – Amended Solid Waste and Revenue Rate Study and 5-Year Financial Plan ▪ Kings Waste Regional Authority (KWRA) – Cost-of-Service Study and 5-Year Rate Plan ▪ Folsom – Municipal Performance Review & Rate Study ▪ Davis – Solid Waste Cost-of-Service Study and Rate Design Study ▪ Tamalpais Community Services District (TCSO) – 5- to 10-Year Solid Waste Enterprise Financial Plan and 5-Year Rate Study ▪ Plumas County – Cost-of-Service Analysis and 10-Year Rate Adjustment Plan ▪ Siskiyou County – Solid Waste System Evaluation and 10-Year Rate Adjustment Plan ▪ Roseville – Solid Waste, Water and Wastewater Utility Rate Studies ▪ Flagstaff (AZ) – Rate Study ▪ Long Beach – Cost-of-Service Study and Nexus Studies ▪ Redlands – Solid Waste Division Fund Rate Model Review	B.S. in Bioengineering, University of Pennsylvania	Tasks 1, 2, 3, 4, 6, 7, 8

Table E-2: Key Team Qualifications Summary

Staff Name	Project Role	Specialty	Qualifications & Highlighted Related Experience	Education	Assigned Tasks
 Garth Schultz	Principal-In-Charge	Rate Analysis, Financial Planning, Municipal Operations and Performance Reviews	▪ Folsom – Municipal Performance Review & Rate Study ▪ Davis – Solid Waste Cost-of-Service Study and Rate Design Study ▪ Kings Waste Regional Authority (KWRA) – Cost-of-Service Study and 5-Year Rate Plan ▪ Merced – Amended Solid Waste and Revenue Rate Study and 5-Year Financial Plan ▪ Turlock – Rate Study ▪ Santa Clara – Rate Study & Negotiation Assistance ▪ Santa Monica – Operational Analysis & Rate Study ▪ Roseville – Solid Waste, Water and Wastewater Utility Rate Studies ▪ Long Beach – Cost-of-Service Study and Nexus Studies ▪ El Cerrito – Municipal Operations Review, Rate Studies, & Financial Planning	M.P.A. in Public Policy Development & B.S. in Environmental Science and Minor in Public Policy, UC Berkeley	Task 8, and will oversee all Project Tasks and provide support to Project Manager as-needed

Staff Name	Project Role	Specialty	Qualifications & Highlighted Related Experience	Education	Assigned Tasks
 Ryan Calkins	Lead Analyst	Operations and Performance Reviews, Routing Studies	▪ Tulare – <i>Operational & Financial Review</i> ▪ Kings Waste Regional Authority (KWRA) – <i>Cost-of-Service Study and 5-Year Rate Plan</i> ▪ Flagstaff (AZ) – <i>Rate Study</i> ▪ Folsom – <i>Municipal Performance Review & Rate Study</i> ▪ Central Contra Costa Solid Waste Authority (RecycleSmart) – <i>Routing Review</i> ▪ <i>Previous Waste Management Operations Manager and Route Manager</i> ▪ <i>Previous California Waste Solutions Operations and Routing Implementation Manager</i>	B.S. in Business Administration and Management, SF State University	Tasks 1, 2, 3, 7, 8
 Jordan Muratsuchi	Project Support	Financial Analysis, Operations & Performance Reviews	▪ Butte County – <i>Rate Review & Model</i> ▪ Turlock – <i>Rate Survey (Legislative Compliance Assistance)</i> ▪ El Cajon – <i>Rate Survey (Procurement Assistance)</i> ▪ Santa Clara – <i>Rate Study</i> ▪ City of Milpitas – <i>Rate and Contract Survey</i> ▪ South Bayside Waste Management Authority (SBWMA) – <i>Buyback Center Financial and Operational Analysis</i>	M.S. in Natural Resources and Environmental Management, University of Hawai'i, Mānoa & B.S. in Civil Engineering, University of Michigan	Tasks 5, 6
 Enrique Vazquez	Lead Analyst	Municipal Operations & Performance Reviews, Technology Reviews & Routing Technologies	▪ Tulare – <i>Operational & Financial Review</i> ▪ Visalia – <i>Operational Review & Vehicle Impact Fee Study</i> ▪ Kings Waste Regional Authority (KWRA) – <i>Cost-of-Service Study and 5-Year Rate Plan</i> ▪ Santa Monica – <i>Operational Review (including Routing)</i> ▪ Berkeley – <i>Operational Review</i> ▪ Yuba-Sutter Regional Waste Management Authority (RWMA) – <i>Operations Review</i>	B.S. in Business Administration, University of Southern California	Tasks 5, 8

SECTION F | Team Experience

The R3 Project Team regularly assists jurisdictions with solid waste rate and cost-of-service studies, which include the following services:

- Review and analysis of fees, rates, and rate structure options;
- Comparison/survey of rates from neighboring/comparable jurisdictions;
- Projection and analysis of revenues and expenses over an extended planning period;
- Development of rate models, cost-of-service rates and multiple-year rate-adjustment recommendations, and refuse vehicle impact fees;
- Analysis of annual costs, including capital expenditures, operations and maintenance, debt service, depreciation, and reserve requirements;
- Evaluation and analysis of the current cost of services, and rates and rate structures for Prop 218 compliance; and
- Developing Proposition (Prop) 218 notices and supporting Prop 218 public hearings.

We review and verify the accuracy and reasonableness of cost/compensation allocations between lines of business provided by a solid waste company and/or between several agencies served by a single solid waste company. Our cost-of-service analyses have been conducted in support of Prop 218 compliance, and the establishment of fair and equitable rates for both franchised and municipal collection systems. Based on our financial analysis studies, our staff developed Excel-based, cost-of-service rate models and pro formas that provide easy and efficient analysis of rate-adjustment options and their impact on operating revenues and reserve account balance over an extended timeframe. We actively engage client staff during the financial analysis process as a means of training them in the use of the model's various capabilities so it can serve as a tool for our clients' ongoing financial analysis and rate- and fee-setting activities.

Additionally, the R3 Project Team has conducted a wide range of operations and management reviews of municipally operated solid waste management systems, which include evaluating the efficiency of routes and routing structures, conducting time-and-motion analyses, evaluating current collection system productivity and identifying opportunities for improved productivity, assisting with the rerouting of collection systems, and reviewing a range of technology enhancements, including integrated customer service/accounting/billing systems, tablet-based information centers in trucks, RFID tag identification systems, upgraded field communications, and on-board interior/exterior camera monitoring systems. We have also assisted more than two dozen municipalities with solid waste vehicle impact fee studies to quantify the impact of refuse vehicles on street maintenance costs, and establish service fees to recover those costs.

As requested by the City, we have provided in Table F-1 a listing of solid waste rate studies performed within the last 5 years, by order of relevance. **Note:** *R3 has provided forensic support for a number of confidential clients; however, this support has not been specific to a rate challenge case.*

Table F-1: Solid Waste Rate Study Experience

Client Info	Year Completed / Project Description	Key Personnel
City of Tulare <i>Trisha Whitfield</i> <i>Public Works</i> <i>Director</i> 3981 S. K Street Tulare, CA 93274 (559) 684-4320	(Dec. 2016 – Apr. 2018) Together with SVM, R3 conducted a broad operational and financial review of the Solid Waste and Street Sweeping Division's (Division) municipal operations, including: developing a rate model and Financial Plan; establishing cost of service rates that complied with Prop 218 and also supported the City's Prop 218 noticing and hearing requirements; quantifying the solid waste vehicle impact fee that could potentially be charged to the Division for the portion of the City's street maintenance costs associated with repairs caused by the City's solid waste vehicles; and conducting a comprehensive review of the Division's collection operation, including residential, commercial, roll-off and street sweeping services.	William Schoen, Ryan Calkins, Enrique Vazquez

Solid Waste Rate Study

Client Info	Year Completed / Project Description	Key Personnel
City of Visalia <i>Adam Ennis</i> <i>Previous City of Visalia Public Works Director, Current City of Exeter City Administrator</i> 100 North C Street P.O. Box 237 Exeter, CA 93221 (559) 592-4539	(Nov. 2014 – Jan. 2016) The R3 Project Team (R3, SVM, and HDR) conducted a comprehensive operational review of the City of Visalia's Solid Waste Division (Division), as well as a refuse vehicle street maintenance impact fee study to determine the cost impact of the City of Visalia's (City) municipal solid waste collection system on its street maintenance costs. R3 also conducted a rate study to analyze and provide recommendations for changes to the City's current residential and commercial rate structures in support of the Division's goals and objectives. As part of this task, the R3 Project Team developed an Excel-based Rate Model that provides for projecting revenues and expenses over a ten-year period and evaluates rate adjustment scenarios and set rates. The project team also evaluated a range of technologies for the Division including; RFID tags, on-board interior/exterior camera monitoring systems, and upgraded field communications systems.	William Schoen, Enrique Vazquez
City of Merced <i>Ken Elwin</i> <i>Public Works Director</i> 1776 Grogan Ave. Merced, CA 95341 (209) 385-6803	(May 2018 – Present) R3 assisted with the preparation of an amended solid waste and revenue Rate Study and 5-Year Financial Plan to meet the projected future expenses and obligations for the municipally-operated hauling division over the coming five years. This study served as an amendment to the rate model R3 developed for the City in 2014, providing calculated rate adjustments following the City's recently adjusted January 2019 rates and five scenarios with recommended rate adjustments to set forthcoming rates through January 2023. R3 analyzed the expenses and revenues associated with the City's solid waste operations – including past, current, and projected future – to establish the amount of any additional revenues that may be needed in the future to sustainably fund the City's solid waste operations. These expenses included labor and equipment, as well other expenses and reserves necessary and sufficient to address ongoing provision of solid waste services while also accommodating projected growth in the City.	Garth Schultz, William Schoen
Kings Waste Regional Authority (KWRA) <i>Nicole Riley</i> <i>Executive Director</i> 7803 Hanford-Armona Rd. Hanford, CA 93230 (559) 583-8829	(Mar. 2018 – Present) R3 recently conducted a Cost-of-Service Study and develop a 5-Year Rate Plan. KWRA is a Joint Powers Authority (JPA) comprised of the cities of Hanford, Lemoore, Corcoran and the unincorporated portion of Kings County (Member Agencies). The primary goal of the 5-year Rate Plan was to provide the KWRA with various rate adjustment scenarios specific to the KWRA's major lines of business (mainly post-collection), in support of achievement of KWRA's financial objectives for the next 10 years. SVM conducted an assessment of KWRA's recyclable materials processing operations and developed a series of proformas to assist the KWRA with consideration of potential changes to its current operations.	William Schoen, Ryan Calkins, Garth Schultz, Enrique Vazquez
City of Folsom <i>Marie McKeeth</i> <i>Section Manager, Public Works Department</i> 50 Natoma Street Folsom, CA 95630 (916) 351-3353	(June 2017 – Oct. 2019) R3 conducted a Performance Review of the Division's solid waste operations and conducted a Rate Study. R3's goals were to identify opportunities to improve the effectiveness and efficiency of the City's solid waste operation and determine if a rate change was needed to support ongoing services. For the Rate Study, R3 developed an Excel-based Rate Model that provided the following key elements for the City: 1) Projection of the Division's revenues and expenses over a 10-year time period, enabling the City to evaluate its annual revenue requirements to meet current expenses and future additional programs or expenses; 2) Calculation and projection of the rate adjustments needed to meet the City's target revenues; and 3) Incorporation of a Cost-of-Service Module to track City costs for the residential, commercial and roll-off services, which enabled the City to establish cost-of-service rates for each of its major lines of business.	Garth Schultz, William Schoen, Ryan Calkins
City of Davis <i>Richard Tsai</i> <i>Environmental Resources Manager</i> 1717 Fifth Street Davis, CA 95616 (530) 757-5686	(June 2017 – Dec 2018) R3 recently performed a Solid Waste Cost-of-Service and Rate Design Study. R3 worked with City staff and the City's hauler, Davis Waste Removal (DWR), to develop cost-of-service rates and a 5-year rate schedule for the City that could fully recover all applicable costs. R3 developed a 10-year Financial Plan for the City that accounted for operational costs and other costs incurred by the City such as new solid waste programs, planned infrastructure, and projected revenues under various rate increase scenarios. As part of this engagement, R3 assisted the City in considering the rate impacts under various scenarios for organics collection as the City transitions from "loose in the street" collection to containerized collection. R3 analyzed the options available to the City and presented information to policymakers to support decisions about City costs and services. R3 also assisted the City in developing the Proposition 218 notice for three years of rates.	Garth Schultz, William Schoen

Client Info	Year Completed / Project Description	Key Personnel
Tamalpais Community Services District (TCSD) <i>Heather Abrams</i> <i>General Manager</i> 305 Bell Lane Mill Valley, CA 94541 (415) 388-6393	(Nov. 2017 – May 2018) R3 assisted in the development of a 5- to 10-year Solid Waste Enterprise Financial Plan, and conducted a 5-Year Rate Study that included recommended rate adjustments for the planning period of Fiscal Year (FY) 2018-19 through 2022-23. Working directly with TCSD staff, R3 developed a Financial Plan structured as an Excel-based rate model that enabled the TCSD to continue solid waste collection in a financially sustainable manner, with rate adjustment scenarios that accounted for annual operating expenses and projected capital costs, vehicle and equipment replacement needs, corporation yard repairs and improvements, and maintaining a reasonable operating reserve during the planning period. R3 recommended solid waste rates that were cost-based, equitable, and met the legal requirements of Prop 218. The rate schedule considered the costs of collection and processing for each material type, and was formatted for compatibility with the Marin County property tax bill. Following R3's presentation to the TCSD Board and the community, the 5-year rates were adopted and noticed via a Prop 218 process.	Garth Schultz, William Schoen
City of Turlock <i>Danae Lawrence</i> <i>Staff Services Technician</i> 156 S. Broadway Suite 270 Turlock, CA 95380 (209) 668-5590	(February 2020 – Present) R3 is currently conducting a rate study for the City of Turlock and completing the following tasks: 1) Reviewing the current cost projection statement prepared by the City's hauler, Turlock Scavenger, to provide service, and the adequacy of current rates and charges; 2) Projecting the cost of operations for the coming five years, including consideration of future changes in tonnages, agreements, operational and maintenance requirements, staffing changes, inflationary factors, community growth, projected capital expenses; 3) Projecting the cost of implementing State regulations including AB 341, AB 1826, AB 1594, and SB 1383, among others; 4) Providing a survey and analysis of comparable cities' solid waste rate and fee structures with a particular emphasis on the cities in Stanislaus County, as well as other similarly sized cities with effective solid waste disposal and diversion programs; 5) Developing index-based rate structures that allow for conditional, automatic adjustments based on a number of accepted variables (triggers), such as the Consumer Price Index (CPI) or the Refuse Rate Index (RRI), consistent with the provisions of Prop 218; and 6) Providing recommendations for new rates based on the actual (and verified) cost of service provided by Turlock Scavenger, and recommendations for improving service efficiencies.	Garth Schultz
Plumas County <i>Robert Perreault Jr.</i> <i>Director of Public Works</i> 1834 E. Main Street Quincy, CA 95971 (530) 283-6268	(June 2016 – July 2017) R3 has assisted Plumas County (County) with a range of solid waste management services since 2009, including conducting financial analysis and rate reviews for its two franchised haulers: Waste Management - Feather River Disposal (FRD) and Intermountain Disposal (IMD). In 2016, R3 assisted the County with a Cost-of-Service Analysis that involved working with both franchised haulers to project the cost of each of their major lines of business (residential, commercial, and roll-off collection and transfer station operations) for the purpose of establishing rates that complied with Prop 218. For this engagement, R3 also completed a Detailed Rate Review of a rate adjustment request submitted by FRD, and assisted the County with revising its existing rate structure to reflect both the agreed-upon rate adjustment and the line of business cost-of-service rates.	William Schoen
Siskiyou County <i>Scott Waite</i> <i>Director of Public Works</i> 1312 Fairlane Road Yreka, CA 96097 (530) 842-8250	(Sept. 2017 – Mar. 2019) R3 was engaged by Siskiyou County (County) Department of Solid Waste (Department) to assist with an Evaluation of the County's existing solid waste system and the development of a Solid Waste Management Plan (Plan) in support of determining future disposal and recycling contracting methods that increase efficiencies and reduce costs. To support the ongoing management of the Department's finances, R3 also developed a recommended 10-year Rate Adjustment Plan to enable the County to maintain a positive annual net cash flow for the Sanitation Enterprise Fund, retire its current \$6 million debt within a targeted time frame, and fund a new transfer station in Yreka. To do this, R3 created a simple Excel-based Rate Model which can be used to model various gate rate and/or parcel fee adjustments.	William Schoen
City of Roseville <i>Ryley Kelly</i> <i>Environmental Utilities Rate Analyst</i> Corporation Yard 2005 Hilltop Circle Roseville, CA 95747 (916) 746-1781	(Apr. 2018 – Mar. 2019) As a subconsultant to Raftelis, R3 provided the City of Roseville's Department of Environmental Utilities with solid waste, water, and wastewater utility Rate Studies. R3 led the solid waste component of this engagement, performing all tasks related to the Solid Waste Utility Rate Study. Our tasks included conducting a comprehensive, individual rate cost-of-service analysis of solid waste utility rates and recommended rates, and developing a Financial Planning Model of up to 10 years. For this engagement, R3 evaluated the reasonableness of the City's cost-of-service allocations, and developed estimates of future solid waste operational requirements and costs to address future growth and potential expansion of the City's collection programs, such as commercial recycling and organics in response to AB 1826 and SB 1383.	William Schoen, Garth Schultz

Solid Waste Rate Study

Client Info	Year Completed / Project Description	Key Personnel
City of Santa Clara <i>Dave Staub</i> <i>Deputy Director of Public Works</i> 1700 Walsh Ave. Santa Clara, CA 95050 (408) 615-3086	(Nov. 2018 – Present) R3 is assisting in the preparation and negotiation of the City's future exclusive Franchise Agreements (Agreements) with Recology South Bay (Recology) and Mission Trail Waste Systems (MTWS), including a Rate Study to help the City establish customer rates for services to be provided under the new Agreements worked with City staff throughout the negotiation process to ensure that the new Agreements achieve the City's objectives, including compliance with applicable state legislation, and the City's long-term financial and diversion goals. R3 also assisted in procuring a separate contract for waste processing services to meet SB 1383 requirements. Negotiations resulted in three compliance options for Council consideration, at varying levels of rate-payer convenience and expense. City Council selected the most convenient and most expensive option, with projected increases in rates of about 60% over three years. Currently, we are completing the Rate Study to ensure ongoing funding of City's entire solid waste program and new expenses related to SB 1383 compliance.	Garth Schultz
City of Santa Monica <i>Yvonne Yeung</i> <i>Principal Administrative</i> 2500 Michigan Ave. Bldg. 9 Santa Monica, CA 90404 (310) 458-8552	(Dec. 2018 – Present) R3 is currently conducting an Operational Analysis, Rate Study and Zero Waste Plan Update for the Resource Recovery and Recycling Division (RRR Division)'s municipally operated solid waste collection and recycling operations. The primary objective of this project is to determine how to continue achieving the City's long-term sustainability goals and initiatives while preserving the health of the RRR Enterprise Fund. R3 is leading a multi-consultant team (SVM, HDR, and Abbe & Associates) in conducting the following six primary tasks for this engagement: 1) Staffing, Routing and Vehicle Efficiency Analysis; 2) Billing Audit; 3) Technology & Systems Review; 4) Zero Waste Strategic Operations Plan Review & Update; 5) Rate Study & Financial Analysis; and 6) Community Engagement Plan Development. By working closely with the City and engaging its ratepayers through a robust community outreach process, the R3 Team provided recommendations for improving the efficiency and effectiveness of its solid waste operations. Currently, R3 is completing a rate study to ensure ongoing funding of City's entire solid waste program, including Zero Waste programming and State compliance.	Garth Schultz
City of Flagstaff (AZ) <i>(contact no longer with City)</i> 419 N. Mogollon Street, Flagstaff, AZ 8600	(Mar. 2017 – July 2018) R3 performed a Rate Study for the City of Flagstaff's Solid Waste and Recycling Division (Division). R3 developed an Excel-based Rate Model that the Division can use as an ongoing planning tool to project revenues and expenses, and evaluate current and future rate adjustment options, including cost of service rate options. One of the objectives for the Rate Study was to evaluate various rate adjustment options (scenarios) over an extended 10-year planning period, to support the City in determining the cost of service adjustments to be made to its commercial collection and hoist/haul rates. R3 considered and analyzed five rate adjustment scenarios for the City over the 10-year planning period, and provided the Division with specific recommendations going forward. The process was conducted collaboratively with Division staff, providing them with hands-on training for their ongoing use of the Rate Model in the future.	William Schoen, Ryan Calkins
City of Long Beach <i>Diko Melkonian</i> <i>Environmental Services Bureau Manager</i> 2929 E. Willow Street Long Beach, CA 90806 (562) 570-2804	(Oct. 2016 – Mar. 2018) R3 conducted a Cost-of-Service Study to set cost-of-service rates for the City of Long Beach's Environmental Services Bureau's (ESB) residential and commercial collection operations, such that the rates for each line of business would generate sufficient revenue to cover associated expenses in support of the City's compliance with Proposition 218 and maintain an adequate operating reserve. R3 developed an Excel-based rate model to project revenues and expenses for the ESB's Refuse Collection Division's Enterprise Fund over a 10-year planning period. R3 worked with ESB staff to establish the structure and capabilities required of the rate model to best address the needs of the City, and also trained ESB staff on techniques for updating and evaluating future revenue requirements and rate modeling. As part of this engagement, R3 also conducted a Rate Comparison Survey for the purpose of comparing the City's rates to other jurisdictions in Los Angeles County and throughout the state. R3 also conducted a nexus study to quantify the portion of each service (including refuse vehicle maintenance impacts) that support the Solid Waste Enterprise Fund's solid waste management activities, and provide for the transfer of associated revenues from the Solid Waste Enterprise Fund to pay for the portion of those support services.	William Schoen, Garth Schultz
City of Redlands <i>(contact no longer with City)</i> 35 Cajon Street Suite 200 Redlands, CA 92373	(Mar. 2017 – Aug 2017) R3 conducted a critical review of the City of Redland's Solid Waste Division's Fund Rate Model to confirm that calculations were mathematically accurate and consistent throughout the Rate Model, and that the proposed rate adjustments were correctly calculating the associated revenue adjustments. To that end, R3 reviewed all associated revenue and expense projections, and assessed the reasonableness of the Division's proposed increase to its solid waste customer rates for generating additional revenue. R3 determined that the Rate Model and proposed rate adjustment were mathematically accurate, logically consistent, and necessary to avoid experiencing projected annual shortfalls that could impact the Division's ability to continue to provide high quality services to City residents. R3 provided the City with recommendations for operating reserve fund levels and appropriate adjustments to organic collection service rates, and senior and low-income rate discounts. Additionally, R3 provided the City with Prop 218 Assistance, including drafting a notice reflecting the proposed rate adjustments for the City's customers.	William Schoen

SECTION G | References

City of Tulare

R3 & SVM Reference

Trisha Whitfield, Public Works Director
3981 S. K Street, Tulare, CA 93274
(559) 684-4320 | twhitfield@tulare.ca.gov

City of Visalia

R3 & SVM Reference

Adam Ennis, Prev. City of Visalia Public Works Director, Current City of Exeter City Administrator
100 North C Street, P.O. Box 237, Exeter, CA 93221
(559) 592-4539 | adam@exetercityhall.com

Kings Waste Regional Authority

R3 & SVM Reference

Nicole Riley, Executive Director
7803 Hanford-Armona Rd, Hanford, CA 93230
(559) 583-8829 | nriley@kwrarecycles.net

City of Merced

R3 Reference

Ken Elwin, Public Works Director
1776 Grogan Ave., Merced, CA 95341
(209) 385-6803 | elwink@cityofmerced.org

City of Folsom

R3 Reference

Marie McKeeth, Section Manager, Public Works Department
50 Natoma Street, Folsom, CA 95630
(916) 351-3353 | mmckeeth@folsom.ca.us

City of Davis

R3 Reference

Richard Tsai, Environmental Resources Manager
1717 Fifth Street, Davis, CA 95616
(530) 757-5686 | rtsai@cityofdavis.org

SECTION H | Personnel Allocation

Table H-1 below displays our estimate of required personnel hours by task and job title.

Table H-1: Personnel Allocation

Task	R3 Consulting Group				Sloan Vazquez McAfee	Hours
	William Schoen	Garth Schultz	Ryan Calkins	Jordan Muratsuchi	Enrique Vazquez	
	Project Manager (R3 Project Director)	Principal-in-Charge (R3 Principal)	Lead Analyst (R3 Project Manager)	Project Support (R3 Sr. Project Analyst)	Lead Analyst (SVM Partner)	
1 Information Request and Kick-Off Meeting	8	0	8	0	0	16
2 Staff Interviews and Supervisor Ride Alongs	16	0	24	0	0	40
3 Solid Waste Route Study	40	0	160	0	0	176
4 Solid Waste Vehicle Impact Fee	24	0	0	0	0	24
5 Operations and Management Review	0	0	0	16	114	130
6 Rate Study and Financial Plan	50	0	0	192	0	242
7 Rate Setting Support Services	24	0	16	0	0	40
8 Reports and Presentations	54	20	58	0	32	168
Total Hours	216	20	266	208	146	856

Section I: Cost (pgs. 20-21) is provided in a separately sealed envelope

SECTION J | Contractual Requirements

We have attached our evidence of authorization in Appendix 2 as requested. We have no comments or exceptions to the City's standard Agreement.

SECTION I | Cost

Project Budget

We propose to complete the Project Scope of Work on a time-and-materials basis for a not-to-exceed budget by task totaling **\$169,320**. Our project budget includes labor, travel, and project expenses for the work and deliverables as listed in Tasks 1 - 8. We would be happy to discuss changes to our scope or budget as may be needed to align with the City's needs.

**Table I-1
Project Budget**

Task	R3 Consulting Group				Sloan Vazquez McAfee	Cost	Hours
	William Schoen	Garth Schultz	Ryan Calkins	Jordan Muratsuchi	Enrique Vazquez		
	Project Manager (R3 Project Director)	Principal-in-Charge (R3 Principal)	Lead Analyst (R3 Project Manager)	Project Support (R3 Sr. Project Analyst)	Lead Analyst (SVM Partner)		
	\$ 215.00	\$ 225.00	\$ 185.00	\$ 165.00	\$ 225.00		
1 Information Request and Kick-Off Meeting	8	0	8	0	0	\$ 2,680	16
2 Staff Interviews and Supervisor Ride Alongs	16	0	24	0	0	\$ 6,520	40
3 Solid Waste Route Study	40	0	160	0	0	\$ 26,240	176
4 Solid Waste Vehicle Impact Fee	24	0	0	0	0	\$ 4,560	24
5 Operations and Management Review	0	0	0	16	114	\$ 24,150	130
6 Rate Study and Financial Plan	50	0	0	192	0	\$ 32,540	242
7 Rate Setting Support Services	24	0	16	0	0	\$ 6,880	40
8 Reports and Presentations	54	20	58	0	32	\$ 28,480	168
Total Hours	216	20	266	208	146		856
Total Cost	\$ 46,440	\$ 4,500	\$ 49,210	\$ 34,320	\$ 32,850	\$ 167,320	

R3 Expenses	\$ 1,000
R3 & Sloan Vazquez McAfee Expenses	\$ 1,000

Total Project Budget	\$ 169,320
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Billing Rates

In Table I-2 below, we have provided the hourly billing rates for the R3 Project Team.

**Table I-2
Billing Rates**

Classification	Hourly Rate
R3 Consulting Group, Inc.	
Principal	\$225 per hour
Project Director	\$215 per hour
Senior Project Manager	\$190 per hour
Project Manager	\$185 per hour
Senior Project Analyst	\$165 per hour
Senior Administrative Support	\$160 per hour
Project Analyst	\$155 per hour
Associate Analyst	\$145 per hour
Administrative Support	\$125 per hour
Sloan Vazquez McAfee	
Partner	\$225 per hour
Reimbursable Costs (Included in Hourly Rates)	
Consultants/Subcontractors	Cost plus 10%
Lodging and meals	Direct cost
Travel — Private or company car	At Current Federal Rate
Travel — Other	Direct cost
Delivery and other expenses	Direct cost

Payments

Unless otherwise agreed in writing, fees for work completed will be billed monthly at the first of each month for the preceding month and will be payable within 30 days of the invoice date.



CITY COUNCIL AGENDA – JULY 7, 2020

SUBJECT: Acceptance of the Selective Traffic Enforcement Program (STEP) Grant Award

SOURCE: Police

COMMENT: In April of 2020, the Porterville Police Department submitted a grant proposal/application to the California Office of Traffic Safety (OTS) requesting funding for personnel costs (overtime) associated with Selective Traffic Enforcement Program (STEP). The goal of this program is to reduce the persons killed or injured in vehicle crashes involving alcohol, speed, red light violations, and other recurring primary collision factors within the City of Porterville.

On June 10, 2020, the Porterville Police Department received notification from OTS that funding in the amount of \$105,500 had been approved for the City of Porterville's STEP program. The funding will cover personnel costs (overtime) associated with multiple DUI/License check points, special saturation patrols, and targeted enforcement of areas of repeated traffic collisions, and for the purchase of specialized equipment for police units that target individuals speeding in high collision areas.

The purposed grant will fund the STEP program for the period of October 1, 2020, through September 30, 2021.

RECOMMENDATION: That the City Council:

1. Accept the STEP Grant from the California Office of Traffic Safety in the amount of \$105,500; and
2. Authorize a budget adjustment for the Police Department in the Special Safety Grants Fund for FY 2020/2021 in the amount of \$105,500.

ATTACHMENTS: 1. OTS Tentative Grant Approval

Appropriated/Funded:

Review By:

Department Director:

Eric Kroutil, Police Chief

Final Approver: Patrice Hildreth, Deputy City Manager

⏪ Reply all ✓ 🗑 Delete 🚫 Junk Block ...

FW: OTS Tentatively Approved Your Application

MA

Mark Azevedo

Mon 6/29/2020 2:44 PM

To: Jake Castellow

👍 ⏪ ⏩ → ...

----- Original message -----

From: Mark Azevedo <mazevedo@ci.porterville.ca.us>

Date: 6/10/20 2:21 PM (GMT-08:00)

To: Jake Castellow <jcastellow@ci.porterville.ca.us>

Subject: FW: OTS Tentatively Approved Your Application

----- Original message -----

From: OTS Email <contact@ots.ca.gov>

Date: 6/10/20 12:02 PM (GMT-08:00)

To: Mark Azevedo <mazevedo@ci.porterville.ca.us>

Subject: OTS Tentatively Approved Your Application

Congratulations! Through a competitive process, the Office of Traffic Safety (OTS) has tentatively approved your application 21-002269 in the amount of \$105,500 with the proposal titled "Selective Traffic Enforcement Program (STEP)." This tentative award is contingent on approval from the National Highway Traffic Safety Administration.

Your OTS Coordinator will contact you to discuss your proposal and explain the grant agreement process. It is our goal to have all new grants start the first of October. If approval from a City Council or the Board of Supervisors is required, you should begin that process now. Do not incur grant reimbursable costs yet, as this is a tentative award.

The Office of Traffic Safety will initiate a statewide media news release regarding this year's applications selected for funding. Your agency should not publicly announce this tentative award until the grant agreement is fully negotiated and signed by OTS.

Again, congratulations on the success of your application.

Sincerely,
Barbara L. Rooney



CITY COUNCIL AGENDA – JULY 7, 2020

SUBJECT: Tule River Parkway Phase III Restoration Grant

SOURCE: Parks and Leisure Services

COMMENT: The Wildlife Restoration Program sponsored by the U.S. Fish and Wildlife Service (USFWS) provides grant funds to the states and insular areas fish and wildlife agencies for projects to restore, conserve, manage and enhance wild birds and mammals to their habitat. Ms. Cathy Capone, President of the Tule River Parkway Association, proposed to City staff that the City and Tule River Parkway Association (TRPA) collaborate to submit a USFWS restoration grant. The proposed project area is from Main Street to Plano Street which coincides with Phase III of the Tule River Parkway that is scheduled for construction in the next 18 months. The restoration project would enhance native vegetation and habitat conditions in the vicinity of the new trail.

The implementation of this voluntary habitat restoration project on city property would also support the number one priority of the Department of the Interior by nurturing and growing conservation stewardship and use of public lands. The project aims to improve floodplain and riparian habitat conditions within the project area. Other important benefits of the grant include: improving wildlife habitat functions, reducing erosion, and demonstrating habitat restoration practices while providing outdoor opportunities for residents. Phases of this grant, if received and approved, will operate August 2020 - May 2025. Breakdown of the grant which requires matching funds would be as follows: USFWS \$25,000, TRPA \$15,350, City of Porterville \$21,000.

RECOMMENDATION: That the City Council authorize the City to partner with the Tule River Parkway Association on a U.S. Fish and Wildlife Grant and provide matching funds not to exceed \$21,000 out of the City Council Special Purposes Reserve Fund.

ATTACHMENTS: 1. TRP Phase III

Appropriated/Funded:

Review By:

Department Director:

Donnie Moore, Parks and Leisure Services Director

Final Approver: Patrice Hildreth, Deputy City Manager



LEGEND

- PROPOSED TRAIL
- CONNECTING TRAILS
- IMPROVED SIDEWALKS
- TOP OF BANK
- PROPERTY LINES
- FLOOD BOUNDARIES
- RETAINING WALL
- BRIDGE

TULE RIVER PARKWAY PHASE III PROPOSED TRAIL LAYOUT & ALIGNMENT



Figure-2. Tule River Parkway Proposed Trail Alignment.



CITY COUNCIL AGENDA – JULY 7, 2020

SUBJECT: Acceptance of Final Subdivision Map - Royal Oaks, Phase 1

SOURCE: Engineering and Project Management

COMMENT: The subdivider, Green Vine LLC, has submitted the final map of the subject project for Council approval. The subdivider is requesting approval prior to the acceptance of the required improvements.

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

The final map is in conformance with the approved tentative map and City Council Resolutions 99-2006, 100-2006, 57-2008, 70-2009, and 40-2018. The improvement plans, specifications, dedications and the final map have been approved by the Engineering & Project Management Director and City Engineer and all other requirements have been met.

RECOMMENDATION: That City Council:

1. Approve the final subdivision map of Summit Estates Two, Phase 1; and
2. Authorize the City Clerk to file said map with the County Recorder.

ATTACHMENTS: 1. Final Map Royal Oaks Subdivision

Appropriated/Funded:

Review By:

Department Director:

Javier Sanchez, Engineering & Project Management Director

Final Approver: Patrice Hildreth, Deputy City Manager

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT WE ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE BOUNDARIES OF THE SUBDIVISION SHOWN UPON THIS MAP, AND DO HEREBY CONSENT TO THE PREPARATION AND RECORDING OF SAID MAP AND THAT THE CONSENT OF NO OTHER PERSON IS NECESSARY. WE HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE TO PUBLIC USE THE FOLLOWING, AS SHOWN WITHIN THE BOUNDARIES OF THE MAP HEREON, FOR THE SPECIFIED PURPOSES:

- RIGHT OF WAY FOR S. INDIANA STREET, ROYAL OAKS STREET, OHIO PLACE, PIN OAK AVENUE, BROWN AVENUE, WILLOW OAK AVENUE, RED OAK AVENUE, S. CHESS TERRACE PLACE, AND COTTAGE PLACE IN FEE TO THE CITY OF PORTERVILLE.
- 5 FOOT EASEMENT FOR BLOCK WALL AND LANDSCAPING PURPOSES IN FAVOR OF THE CITY OF PORTERVILLE, AS SHOWN ON THIS MAP
- PUBLIC EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF GAS LINES AND CONDUITS FOR ELECTRIC, TELEVISION AND TELEPHONE SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, AS SHOWN HEREON AND DESIGNATED AS "PUE" (PUBLIC UTILITY EASEMENT).
- THREE FOOT (OR AS NEEDED) EASEMENT FOR PEDESTRIAN ACCESS PURPOSES, AS SHOWN HEREON IN FAVOR OF THE CITY OF PORTERVILLE, "PAE" (PEDESTRIAN ACCESS EASEMENT)

FOR: GREEN VINE, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: Michael F. Hair, Jr. Managing Member

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 Kern

ON July 2, 2019, BEFORE ME, Claudia Sandoval, A NOTARY PUBLIC

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

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT. WITNESS MY HAND, AND OFFICIAL SEAL

SIGNATURE: Claudia Sandoval PRINT NAME: Claudia Sandoval
MY COMMISSION EXPIRES: June 22, 2021 COMMISSION NO.: 2202192
PRINCIPAL PLACE OF BUSINESS: Kern County

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

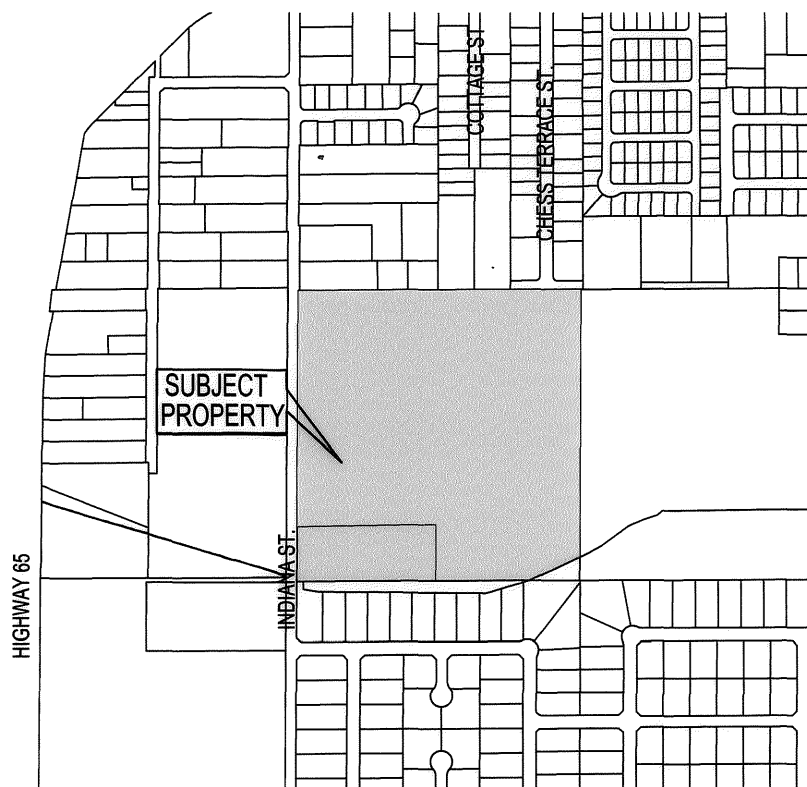
STATE OF CALIFORNIA/COUNTY OF _____

ON _____, BEFORE ME, _____, A NOTARY PUBLIC

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

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT. WITNESS MY HAND, AND OFFICIAL SEAL

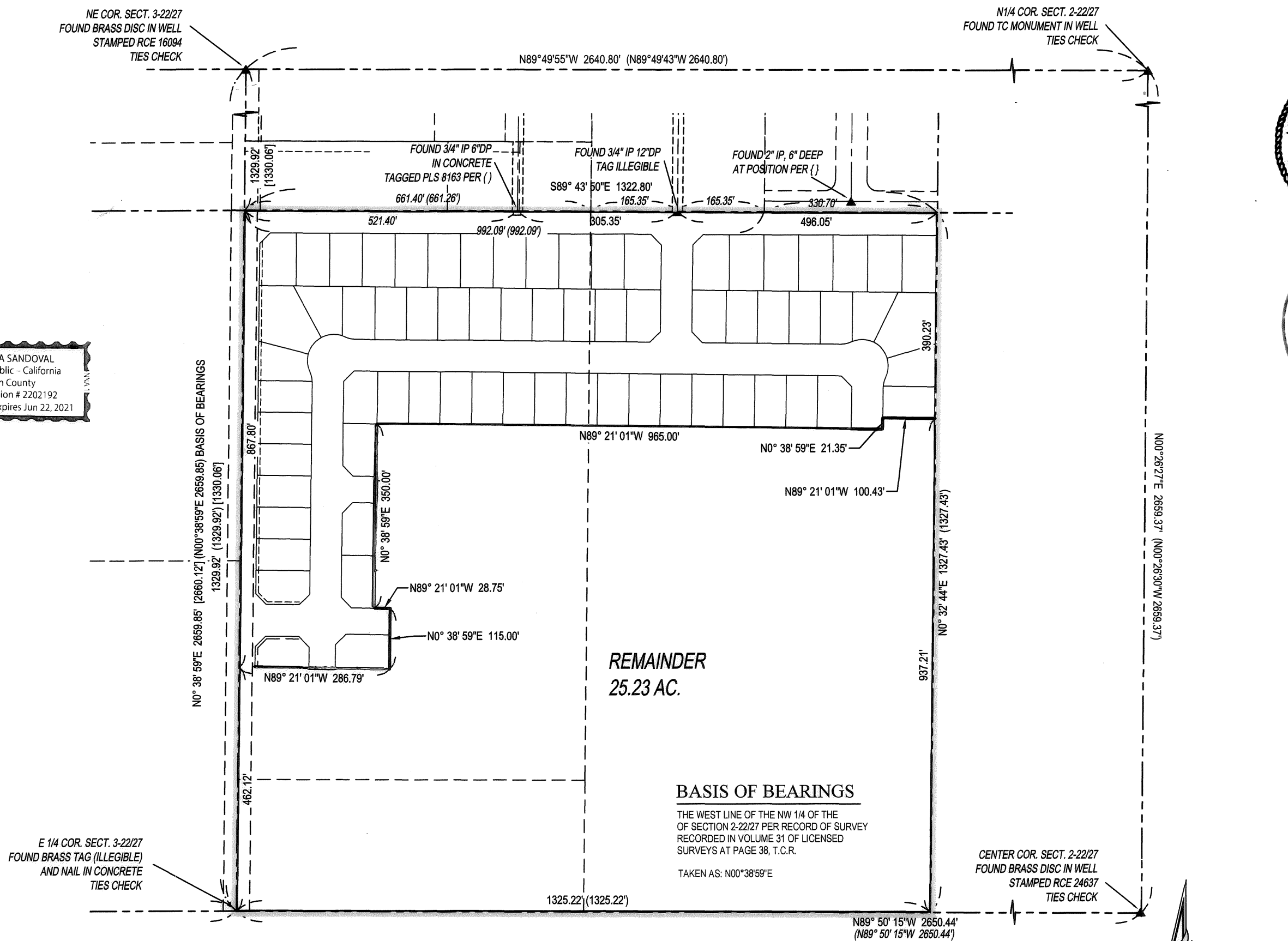
SIGNATURE: _____ PRINT NAME: _____
MY COMMISSION EXPIRES: _____ COMMISSION NO.: _____
PRINCIPAL PLACE OF BUSINESS: _____ COUNTY



VICINITY MAP
NO SCALE

ROYAL OAKS SUBDIVISION 1A

SITUATED IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 22 SOUTH, RANGE 27 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA.



LANDSCAPE & LIGHTING ASSESSMENT DISTRICT

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

NOTICE TO HOMEOWNERS:

THIS SUBDIVISION IS WITHIN A LANDSCAPE MAINTENANCE DISTRICT AND MAINTENANCE FEE FOR LANDSCAPING, SIDEWALK, AND BLOCK WALL MAINTENANCE IS SUBJECT TO AN ANNUAL REVISION BASED ON ACTUAL MAINTENANCE COST

FLOOD NOTE

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

EASEMENTS OF RECORD (NOT PLOTTABLE)

4. AN EASEMENT FOR POLES AND POLE LINES AND INCIDENTAL PURPOSES, AS BOOK 31, PAGE 256 OF OFFICIAL RECORDS.
IN FAVOR OF: MT. WHITNEY POWER AND ELECTRIC COMPANY, A COORPORATION
AFFECTS: THE WEST HALF OF SAID LAND

5. AN EASEMENT FOR POLES AND POLE LINES AND INCIDENTAL PURPOSES, RECORDED JUNE 4, 1952 AS BOOK 1601, PAGE 236 OF OFFICIAL RECORDS.
IN FAVOR OF: SOUTHERN CALIFORNIA EDISON
AFFECTS: THE WEST HALF OF SAID LAND

LEGEND

- ▲ FOUND MONUMENT AS DESCRIBED
- ◆ SET 3/4" IRON PIPE TAGGED PLS 8163 AS 5' WITNESS CORNER (DISTANCE IS TO TRUE CORNER)
- SET 3/4" IRON PIPE TAGGED PLS 8163, IN CONCRETE
- SET 3/4" IRON PIPE TAGGED PLS 8163 AT ALL LOT CORNERS AND AS INDICATED ON THIS MAP
- SET BRASS CAP IN CONC. STAMPED PLS 8163 FLUSH PER CITY STANDARD M-2C
- PUE PUBLIC UTILITY EASEMENT
- PAE PEDESTRIAN ACCESS EASEMENT
- SUBDIVISION BOUNDARY
- () RECORD DATA PER RECORD OF SURVEY, RECORDED IN VOL. 31 OF OF LICENSED SURVEYS AT PAGE 38, T.C.R., OR CALCULATED THEREFROM
- [] RECORD DATA PER TRACT NO. 19, VICTORY GARDEN ACRES, RECORDED IN VOLUME 19 OF MAPS AT PAGE 53, T.C.R., OR CALCULATED THEREFROM
- C CURVE (SEE TABLE SHEET 2 OF 2)
- (R) RADIAL
- ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.

RECORDER'S STATEMENT

DOCUMENT NO. _____ FEE PAID _____
FILED THIS _____ DAY OF _____, 20____, AT _____ M.,
IN VOLUME _____ OF MAPS, AT PAGE _____ TULARE COUNTY RECORDS,
AT THE REQUEST OF 4 CREEKS, INC.
ROLAND P. HILL
TULARE COUNTY ASSESSOR/CLERK-RECORDER
BY: _____ DEPUTY

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF BANK OF SIERRA, ON DECEMBER 18, 2017. AND SAID FIELD SURVEY IS TRUE AND COMPLETE AS SHOWN. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY, OR WILL OCCUPY, THE POSITIONS INDICATED WITHIN ONE YEAR OF THE RECORDING OF THIS MAP AND ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. DATED THIS 26 DAY OF JUNE, 2019.

RANDY D. WASNICK P.L.S. 8163

CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP, THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL OF THE PROVISIONS OF DIVISION 2, TITLE 7 OF THE GOVERNMENT CODE OF STATE OF CALIFORNIA AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH; AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT. DATED THIS 30 DAY OF JULY, 2019.

Michael K. Reed
MICHAEL K. REED, PUBLIC WORKS DIRECTOR P.L.S. 7514

SOIL ENGINEER'S STATEMENT

I HEREBY STATE THAT A PRELIMINARY SOIL REPORT WAS SUBMITTED BY ME IN August, 2017 IN ACCORDANCE WITH THE PROVISIONS OF ORDINANCE 900 OF THE MUNICIPAL CODE OF THE CITY OF PORTERVILLE AND THAT SAID REPORT IS ON FILE IN THE CITY BUILDING INSPECTOR'S OFFICE. DATED THIS 13 DAY OF JULY, 2019.

BY: _____

ZONING ADMINISTRATOR'S STATEMENT

I HEREBY STATE THAT THIS MAP CONFORMS TO THE APPROVED TENTATIVE MAP DATED THIS _____ DAY OF _____, 20____.

BY: _____

CITY COUNCIL'S STATEMENT

THIS IS TO STATE THAT AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE HELD ON THE _____ DAY OF _____, 20____, AN ORDER WAS DULY AND REGULARLY MADE AND ENTERED APPROVING THIS MAP AND SUBDIVISION AND ACCEPTING, SUBJECT TO IMPROVEMENTS, ON BEHALF OF THE PUBLIC THE STREETS, AVENUES, EASEMENTS, AND ACCESS LIMITATION STRIPS, ALL AS SHOWN AND INDICATED WITHIN THE BOUNDARIES OF THE SUBDIVISION SHOWN UPON THIS MAP.

WITNESS MY HAND AND OFFICIAL SEAL OF THE CITY OF PORTERVILLE THIS _____ DAY OF _____, 20____.

BY: _____
CITY CLERK

CITY CLERK'S STATEMENT

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

DATED THIS _____ DAY OF _____, 20____.

BY: _____
CITY CLERK

BOARD OF SUPERVISOR'S STATEMENT

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

DATED THIS _____ DAY OF _____, 20____.

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

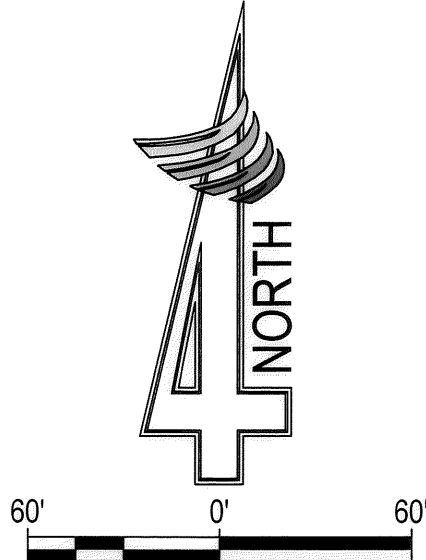
BY: _____
DEPUTY



4CREEKS

324 S. SANTA FE, SUITE A
P.O. BOX 7593
VISALIA, CA 93291
TEL: 559.802.3062
FAX: 559.802.3215

SHEET 1 OF 2



Curve Table				
Curve #	Length	Radius	Delta	Tangent
C1	21.85	50.00	25°01'58"	11.100
C2	5.99	50.00	6°51'37"	2.997
C3	41.15	50.00	47°09'23"	21.822
C4	41.15	50.00	47°09'23"	21.822
C5	33.94	50.00	38°53'33"	17.653
C6	18.92	50.00	21°41'04"	9.576
C7	2.92	50.00	3°20'54"	1.461
C8	21.85	50.00	25°01'58"	11.100
C9	42.77	50.00	49°00'50"	22.794
C10	41.15	50.00	47°09'23"	21.822
C11	36.70	50.00	42°03'26"	19.222
C12	17.57	50.00	20°07'52"	8.875
C13	4.28	50.00	4°54'06"	2.140
C14	1.60	50.00	1°50'17"	0.802

PREPARED BY:



4CREEKS

324 S. SANTA FE ST., STE. A
P.O. BOX 7593
VISALIA, CA 93292
TEL: 559.802.3052
FAX: 559.802.3215

SHEET 2 OF 2



CITY COUNCIL AGENDA – JULY 7, 2020

SUBJECT: Engineer's Reports and Setting of a Public Hearing for Establishing Lighting and Landscape Maintenance Districts and Tax Assessments for Parcels Within: Nader Homes, Ranch Victoria, Riverview Estates, Summit Estates II Phase I, Summit Heritage Villas, Trooper Terrace, and Windsor Court

SOURCE: Parks and Leisure Services

COMMENT: New subdivisions within the City are required to petition for the formation of a Maintenance Assessment District. The districts are formed to secure funding from parcels within the subdivisions for operational and maintenance expenses of public lighting and any public landscape areas. The City utilizes the authority governed by the 1972 Lighting and Landscape Assessment Act to create a district for each subdivision. Thereafter, every year a process must be followed of evaluating maintenance needs and establishing an assessment to be placed upon the tax rolls for every parcel within each district.

The attached Resolutions are necessary to initiate the process of creating new districts for seven subdivisions. The first Resolution is to order the formation of the new Districts, appoint the City Engineer as the Engineer of Work, and order the preparation of Engineer's Reports. The Engineer's Reports accompany this staff report. The second Resolution is provided to give preliminary approval to the Reports as the basis for creation of proposed assessments. The last Resolution declares the intent to form the districts, levy and collect tax assessments, and schedule a Public Hearing for July 21, 2020.

RECOMMENDATION: That the City Council adopt:

1. A Resolution Ordering the Proceedings for Formation of Landscape and Lighting Maintenance District number 48, 49, 50, 51, 52, 53, and 54, and ordering the preparation of the Engineer's Reports; and
2. A Resolution Giving Preliminary Approval to the Engineer's Reports; and
3. A Resolution Declaring Intent to Form Districts, Levy and Collect Assessments, and Setting a Public Hearing for July 21, 2020.

ATTACHMENTS:

1. Draft Resolution Ordering the Proceedings for Formation of New Landscape Maintenance District's
2. Draft Resolution giving Preliminary Approval to the

- Engineer's Reports
3. Draft Resolution Declaring Intent to Form Districts, Levy and Collect Assessments and Setting a Public Hearing
 4. Nader Homes Final Map
 5. Ranch Victoria Final Map
 6. Riverview Estates Final Map
 7. Summit Estates Final Map
 8. Summit Heritage Villas Final Map
 9. Trooper Terrace Final Map
 10. Windsor Court Final Map
 11. Landscape Maintenance District Formation Reports of New Districts

Appropriated/Funded:

Review By:

Department Director:

Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager

RESOLUTION NO. -2020

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE,
COUNTY OF TULARE, STATE OF CALIFORNIA, ORDERING PROCEEDINGS
FOR THE FORMATION OF LANDSCAPE AND LIGHTING MAINTENANCE
DISTRICT NUMBERS 48, 49, 50, 51, 52, 53, AND 54
ORDERING PREPARATION OF A DISTRICT MAP INDICATING
THE PROPOSED DISTRICT BOUNDARY FOR EACH OF THE DISTRICTS,
ASSIGNING AN ENGINEER OF WORK, AND
ORDERING THE PREPARATION OF ENGINEER'S REPORTS**

WHEREAS, it has been determined by the City Council of the City of Porterville that the public interest, convenience and necessity required the installation and planting of landscape materials, the installation and construction of irrigation systems, the installation of lighting and other facilities set forth in Section 22525 of the Streets and Highways Code, State of California; and

WHEREAS, the cost for operation and maintenance of the landscaping and lighting improvements is to be determined and considered for assessment to the benefiting properties; and

WHEREAS, Section 22622 requires that an Engineer's Report be prepared to establish new Landscape and Lighting Maintenance Districts, and outlining the initial assessments to be levied against the properties within each assessment district.

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

1. That the public interest, convenience and necessity required the formation of Landscape and Lighting Maintenance District numbers 48, 49, 50, 51, 52, and 53 and 54 as authorized by Section 22525 of the Streets and Highways Code, State of California.
2. That proceedings are to be conducted for the formation of said Landscape and Lighting Maintenance Districts.
3. That the properties to be specifically charged for maintenance of landscaping and lighting improvements shall be located within the boundary of the proposed districts, and maps to illustrate said boundaries are hereby ordered to be prepared.
4. That Javier Sanchez, Jr. be appointed as "Engineer of Work" with all applicable provisions of Article 4, Division 15 of the Landscape and Lighting Act of 1972 applied to said "Engineer of Work".
5. That the cost of maintaining the landscape and lighting facilities in each of said Landscape and Lighting Maintenance Districts shall be borne by the property owners

within the district, and said cost shall be assessed according to said 1972 Act.

6. That the Engineer of Work is hereby ordered to prepare a report for each District in accordance with Article 4, Division 15 of said 1972 Act.

APPROVED AND ADOPTED THIS 7th day of July, 2020.

Martha A. Flores, Mayor

ATTEST:
John Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk

RESOLUTION NO. -2020

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE,
COUNTY OF TULARE, STATE OF CALIFORNIA, GIVING PRELIMINARY
APPROVAL OF ENGINEER'S REPORTS FOR LANDSCAPE AND
LIGHTING MAINTENANCE DISTRICTS ENCOMPASSING
NADER HOMES, TROOPER TERRACE, WINDSOR COURT, RANCH VICTORIA,
RIVERVIEW ESTATES PHASE FIVE, SUMMIT ESTATES TWO PHASE ONE, AND
SUMMIT HERITAGE VILLAS**

WHEREAS, on the 7th day of July, 2020 said City Council did direct by Resolution that the Engineer of Work was to make and file with the City Clerk of said City a report in writing for each subdivision as required by the Landscaping and Lighting Act of 1972; and

WHEREAS, said Engineer of Work has made and filed with the City Clerk of said City each report in writing as called for in said Resolution and under and pursuant to said Act, which reports have been presented to this Council for consideration; and

WHEREAS, said Council has duly considered said reports and each and every part thereof, and finds that each and every part of said reports is sufficient, and that said reports nor any part thereof, requires or should be modified; and

WHEREAS, reference is hereby made to said Engineer's Reports for further, full and more particular description of proposed Assessment Districts, and the same Engineer's Reports so on file, shall govern for all details as to the extent of said Assessment Districts.

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

1. That the Engineer's Estimate of the itemized costs and expenses of said work and of the incidental expenses in connection therewith, contained in said reports be, and each of them are hereby preliminarily approved and confirmed.
2. That the diagram showing the Assessment District referred to and described in said reports, the boundaries of the subdivision of land within said Assessment District as the same existed at the time of passage of said Resolution, are hereby preliminarily approved and confirmed.
3. That the proposed assessments upon the subdivisions of land in each said Assessment District is in proportion to the estimated benefit to be received by said subdivisions, respectively, from said work and of the incidental expenses thereof, as contained in said report, is hereby preliminarily approved and confirmed.

4. That said reports shall stand as the Engineer's Report for the purposes of all subsequent proceedings pursuant to each of the proposed districts.

APPROVED AND ADOPTED THIS 7th DAY OF JULY, 2020.

Martha A. Flores, Mayor

ATTEST:
John Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk

RESOLUTION NO. -2020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA, DECLARING ITS INTENTION TO FORM ASSESSMENT DISTRICTS AND TO LEVY AND COLLECT ASSESSMENTS IN THE LANDSCAPE AND LIGHTING MAINTENANCE ASSESSMENT DISTRICTS; DECLARING THE WORK TO BE OF MORE LOCAL THAN ORDINARY PUBLIC BENEFIT; SPECIFYING THE EXTERIOR BOUNDARIES OF THE AREAS WITHIN THE LANDSCAPE MAINTENANCE DISTRICTS, THE COST AND EXPENSE THEREOF, AND THE AMOUNT EACH PARCEL THEREIN IS INITIALLY TO BE ASSESSED; DESIGNATING SAID DISTRICTS AS LANDSCAPE AND LIGHTING MAINTENANCE DISTRICTS, DETERMINING THAT THESE PROCEEDINGS SHALL BE TAKEN PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO; WITH SAID PROCEEDINGS PERTAINING TO: NADER HOMES, TROOPER TERRACE, WINDSOR COURT, RANCH VICTORIA, RIVERVIEW ESTATES PHASE FIVE , SUMMIT ESTATES TWO PHASE ONE, AND SUMMIT HERITAGE VILLAS

The City Council of the City of Porterville, pursuant to the provisions of the Landscaping and Lighting Act of 1972, being Division 15 of the Streets and Highways Code of the State of California, does resolve as follows:

SECTION 1. DESCRIPTION OF WORK

That the public interest and convenience requires it is the intention of the City Council of the City of Porterville, California, to order the following work be done, to wit:

1. Maintenance and servicing of facilities and landscaping as authorized by Section 22424 of the Streets and Highways code.
2. Any and all work and materials appurtenant thereto or which are necessary or convenient for the maintenance and servicing thereof.

SECTION 2. LOCATION OF WORK

The foregoing described work is to be located within the following areas:

1. Right-of-way along Cobb Street, Orange Avenue, and Forest Avenue of Nader Homes, more particularly described on maps which are on file in the City Clerk's office entitled "Landscape and Lighting Maintenance District No. 48."
2. Right-of-way along the frontage of Cleveland Avenue, Thurman Avenue, Harrison Avenue, Morton Avenue, and Belmont Street of Ranch Victoria (Phases 2,3 & 4), more particularly described on maps which are on file in the City Clerk's office entitled "Landscape and Lighting Maintenance District No. 49."

3. Right-of-way along the frontages of Parkwest Street, Monte Lane, and Heritage Lane of Riverview Estates Phase 5, more particularly described on maps which are on file in the City Clerk's office entitled "Landscape and Lighting Maintenance District No. 50."
4. Right-of-way along the frontages of River Springs Avenue, Union Avenue, Monte Avenue, Birch Street, Fir Street, Balmoral Street, and Mathew Street of Summit Estates Two, Phase One, more particularly described on maps which are on file in the City Clerk's office entitled "Landscape and Lighting Maintenance District No. 51."
5. Right-of-way frontages along Lombardi Street and Clare Avenue of Summit Heritage Villas, more particularly described on maps which are on file in the City Clerk's office entitled "Landscape and Lighting Maintenance District No. 52."
6. Right-of-way and easement along the Westwood Street frontage of Lots 1 and 17, as well as right-of-way along Bel Aire Court on Trooper Terrace, more particularly described on maps which are on file in the City Clerk's office entitled "Landscape and Lighting Maintenance District No. 53."
7. Right-of-way and easement along the Henderson Avenue frontage ("Lot A"), as well as right-of-way along Creekview Street, Elderwood Street, Redondo Street, and McComb Avenue of Windsor Court, more particularly described on maps which are on file in the City Clerk's office entitled "Landscape and Lighting Maintenance District No. 54."

SECTION 3. DESCRIPTION OF ASSESSMENT DISTRICT

That the contemplated work is of more local than ordinary public benefit, and the expense of said work is chargeable upon districts, which districts are to be assessed to pay the cost and expenses thereof, and said districts are described as follows:

All that certain territory of the City of Porterville, included within the exterior boundary line shown upon respective Maps of Landscape and Lighting Maintenance District numbers 48, 49, 50, 51, 52, 53 and 54, which Maps are on file in the Office of the City Clerk of said City.

SECTION 4. REPORT OF ENGINEER

The City Council of said City by Resolution has approved the reports of the Engineer of Work, which reports indicate the amount of the proposed assessment, the district boundary, detailed

description of improvements, and the method of assessment. The Engineer's Reports for Landscape and Lighting Maintenance District No. 48, Landscape and Lighting Maintenance District No. 49, Landscape and Lighting Maintenance District No. 50, Landscape and Lighting Maintenance District No. 51, Landscape and Lighting Maintenance District No. 52, Landscape and Lighting Maintenance District No. 53 and Landscaping and Lighting Maintenance District No. 54 are on file in the Office of the City Clerk of said City, and were prepared for the 2020-2021 fiscal year in accordance with the Landscaping and Lighting Act of 1972. Reference to said reports is hereby made for all particulars for the amount and extent of the assessments and for the extent of the work.

SECTION 5. COLLECTION OF ASSESSMENTS

The assessment shall be collected at the time and in the same manner as County taxes are collected. The Engineer of Work shall file a report annually with the City Council of said City and said Council will annually conduct a hearing upon said report at a regular meeting held between March and June, at which time assessments for the next fiscal year will be determined

SECTION 6. TIME AND PLACE OF HEARING

Notice is hereby given that on the 7th day of July 2020 at the hour of 6:30 p.m. in the City Council Chambers at 291 North Main Street, in the City of Porterville, any and all persons having any objections to the work or extent of the assessment districts may appear and show cause why said work should not be done or carried out in accordance with Resolution of Intention. The City Council will consider all oral and written protests.

SECTION 7. LANDSCAPING AND LIGHTING ACT OF 1972

All the work herein proposed shall be done and carried through in pursuance of an act of the legislature of the State of California designated the Landscaping and Lighting Act of 1972, being Division 15 of the Streets and Highways Code of the State of California.

SECTION 8. PUBLICATION OF RESOLUTION OF INTENTION

Published notice shall be made pursuant to Section 6061 of the Government Code. The publication of the Notice of Hearing shall be completed at least 10 days prior to the date of hearing.

SECTION 9. CERTIFICATION

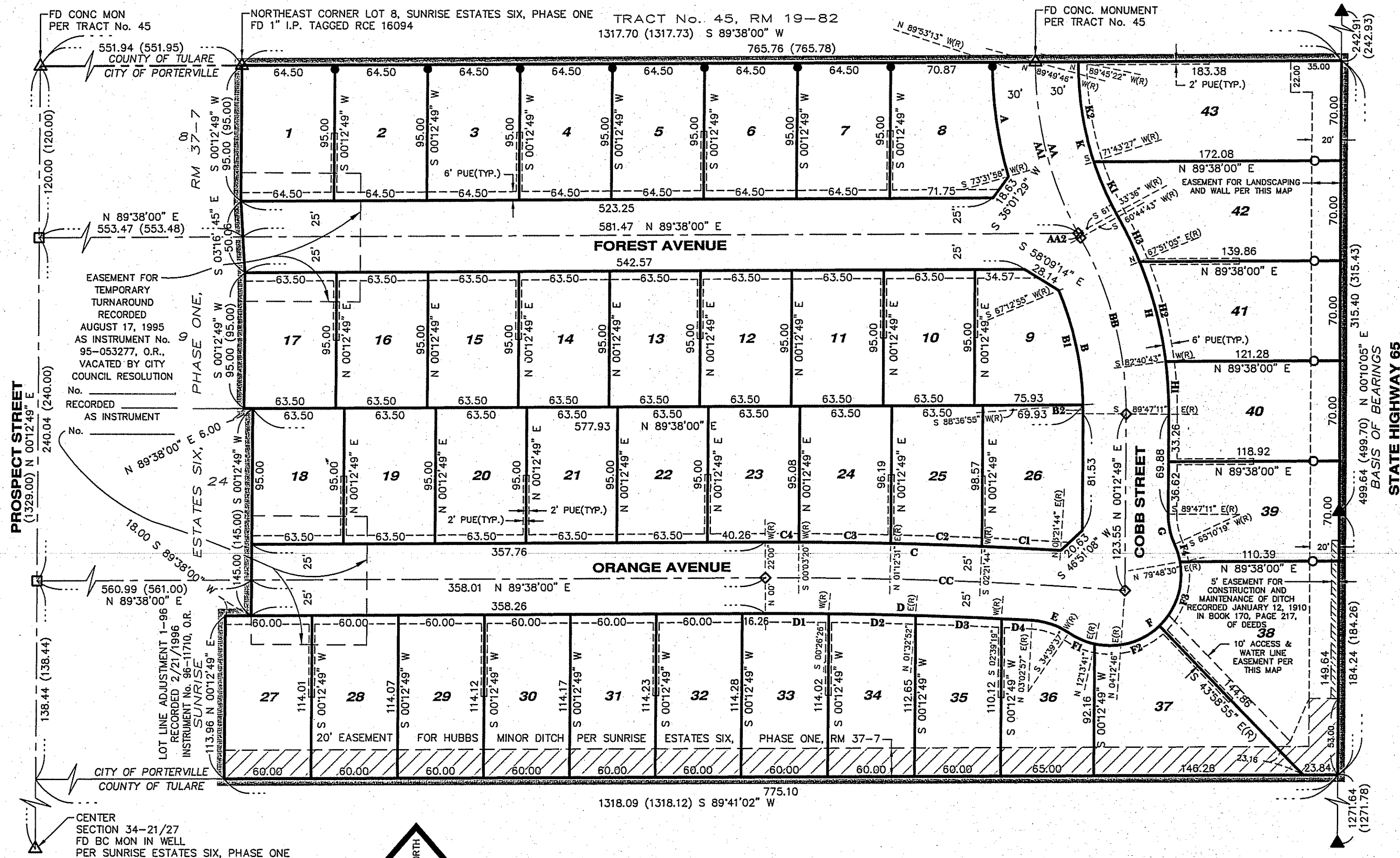
The City Clerk shall certify to the adoption of this Resolution.

APPROVED AND ADOPTED THIS 7th DAY OF JULY, 2020.

Martha A. Flores, Mayor

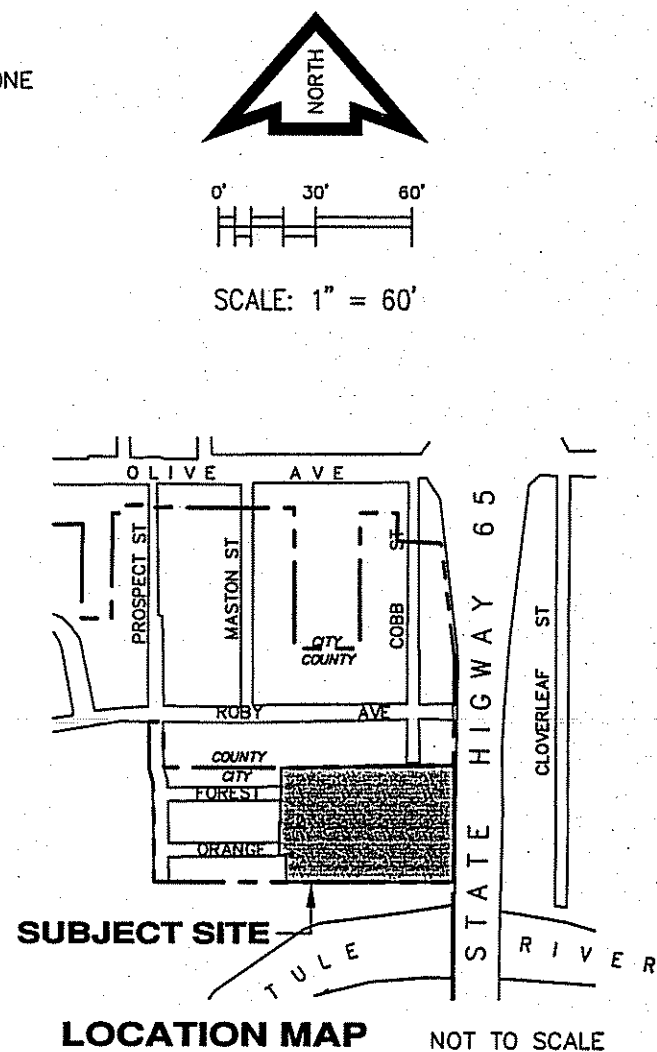
ATTEST:
John Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk



CURVE DATA

R	Δ	L	T
A	280.00	16°34'49"	81.03
B	220.00	22°59'54"	88.31
B1	220.00	21°24'00"	82.17
B2	220.00	01°35'54"	6.14
C	3155.00	03°43'44"	205.33
C1	3155.00	01°00'00"	55.08
C2	3155.00	01°09'13"	63.52
C3	3155.00	01°09'11"	63.49
C4	3155.00	00°25'20"	23.25
D	3105.00	03°24'57"	185.11
D1	3105.00	00°48'26"	43.74
D2	3105.00	01°06'26"	60.00
D3	3105.00	01°06'27"	60.02
D4	3105.00	00°23'38"	21.35
E	50.00	31°38'40"	27.59
F	50.00	149°29'18"	130.45
F1	50.00	22°25'56"	19.58
F2	50.00	56°12'36"	49.05
F3	50.00	56°12'35"	49.05
F4	50.00	14°38'11"	12.77
G	50.00	25°02'30"	21.85
H	280.00	29°28'06"	144.01
H1	280.00	07°32'06"	36.82
H2	280.00	14°49'38"	72.46
H3	280.00	07°06'22"	34.73
K	220.00	29°29'55"	113.27
K1	220.00	10°58'44"	42.16
K2	220.00	18°31'11"	71.11
AA	250.00	29°25'31"	128.39
AA1	250.00	28°36'38"	124.84
AA2	250.00	00°48'53"	3.55
BB	250.00	29°28'06"	128.58
CC	3130.00	04°34'46"	250.17



BASIS OF BEARINGS

THE WEST R/W OF HIGHWAY 65 TAKEN AS: N 00°10'05" E
PER SUNRISE ESTATES SIX, PHASE ONE, RM 37-7

LEGEND

ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS
THEREOF UNLESS OTHERWISE NOTED

- SUBDIVISION BOUNDARY
- - - CITY LIMITS
- ▲ FOUND AND ACCEPTED AS DESCRIBED
- ▲ FOUND CALTRANS R/W MONUMENT
- FOUND BC MONUMENT STAMPED RCE 16094
- ◇ SET BC MONUMENT IN CONCRETE STAMPED RCE 16094 - FLUSH
- WITNESS CORNER - SET 3/4" I.P. TAGGED RCE 16094 ON LOT LINE, 18.00 FEET WEST OF LOT CORNER
- WITNESS CORNER - SET 3/4" I.P. TAGGED RCE 16094 ON LOT LINE, 3.00 FEET SOUTH OF LOT CORNER
- (000) SET 1" I.P. TAGGED RCE 16094 AT ALL LOT CORNERS NOT OTHERWISE SHOWN.
- (R) RECORD DISTANCE PER SUNRISE ESTATES SIX, PHASE ONE
- (R) RADIAL BEARING
- E.P.U. EASEMENT FOR PUBLIC UTILITIES ALONG SIDE LOT LINES ARE 2' WIDE FOR HALF OF THE LOT DEPTH UNLESS OTHERWISE NOTED

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

STATE OF CALIFORNIA
COUNTY OF Tulare
ON 2-10-15 BEFORE ME, Bev Schütz a Notary Public

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

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

WITNESS MY HAND AND OFFICIAL SEAL

Bev Schütz Bev Schütz
SIGNATURE PRINT NAME
COUNTY OF PRINCIPAL PLACE OF BUSINESS: Tulare

MY COMMISSION EXPIRES: 9-16-15

RECORDER'S STATEMENT

DOCUMENT NUMBER: _____ FEE PAID: _____
FILED THIS _____ DAY OF _____ 20____ AT _____ M. IN BOOK _____
OF MAPS, AT PAGE _____ AT THE REQUEST OF _____ STEWART TITLE CO.

ROLAND P. HILL, Tulare County Assessor/Clerk-Recorder

BY: _____
DEPUTY

NADER HOMES

BEING A SUBDIVISION OF A PORTION OF THE REMAINDER OF SUNRISE ESTATES SIX, PHASE ONE, IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA, PER MAP RECORDED IN BOOK 37, PAGE 7 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LOCATED WITHIN THE NORTHEAST 1/4 OF SECTION 34, T.21S., R.27E., M.D.B.&M.

GROSS AREA: 8.76 AC
Subdivider: NADER DEVELOPMENT, Inc.
Surveyor: JAMES WINTON & ASSOCIATES

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY, TRUE AND COMPLETE AS SHOWN, IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF NADER DEVELOPMENT, Inc. ON AUGUST 20, 2014. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. THE MONUMENTS NOT YET SET, WILL BE SET AS INDICATED WITHIN ONE YEAR OF THE RECORDING OF THIS MAP.

DATED THIS 13th DAY OF February, 2015

James S. Winton
JAMES S. WINTON R.C.E. 16094

SOIL ENGINEER'S STATEMENT

I HEREBY STATE THAT A PRELIMINARY SOIL REPORT WAS SUBMITTED BY ME ON DECEMBER 12, 1994, IN ACCORDANCE WITH THE PROVISIONS OF ORDINANCE 900 OF THE MUNICIPAL CODE OF THE CITY OF PORTERVILLE AND THAT SAID REPORT IS ON FILE IN THE CITY BUILDING INSPECTOR'S OFFICE.

DATED THIS 12 DAY OF FEBRUARY, 2015

Wayne F. Harris
WAYNE F. HARRIS, R.C.E. 15342

CITY ENGINEER'S STATEMENT

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

DATED THIS _____ DAY OF _____ 20____

MICHAEL K. REED, CITY ENGINEER, P.L.S. 7514

ZONING ADMINISTRATOR'S STATEMENT

I HEREBY STATE THAT THIS MAP CONFORMS TO THE APPROVED TENTATIVE MAP
DATED THIS _____ DAY OF _____ 20____

JENNIFER M. BYERS, Acting Community Development Director

CITY COUNCIL'S STATEMENT

THIS IS TO STATE THAT AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE HELD ON THE _____ DAY OF _____ 20____, AN ORDER WAS DULY AND REGULARLY MADE AND ENTERED APPROVING THIS MAP AND SUBDIVISION THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND THAT ALL PROVISIONS OF DIVISION 2, TITLE 7 OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA, AND ANY LOCAL ORDINANCE APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, HAVE BEEN COMPLIED WITH.

WITNESS MY HAND AND OFFICIAL SEAL OF THE CITY OF PORTERVILLE THIS _____ DAY OF _____ 20____

BY: _____
CITY CLERK

CITY CLERK'S STATEMENT

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

DATED THIS _____ DAY OF _____ 20____

BY: _____
CITY CLERK

BOARD OF SUPERVISORS' STATEMENT

I, JEAN M. ROUSSEAU, COUNTY ADMINISTRATIVE OFFICER/CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF TULARE, STATE OF CALIFORNIA, HEREBY CERTIFIES TO THE COUNTY RECORDER AND TO WHOMSOEVER IT MAY CONCERN, THAT ALL OF THE PROVISIONS OF CHAPTER 2, DIVISION 2, TITLE 7 OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA AND ANY LOCAL ORDINANCE PERTAINING TO DEPOSITS REQUIRED AT THE TIME OF APPROVAL BY THE BOARD OF SUPERVISORS OF THIS MAP, HAVE BEEN COMPLIED WITH.

DATED THIS _____ DAY OF _____ 20____

JEAN M. ROUSSEAU, County Administrative Officer/Clerk of the Board of Supervisors

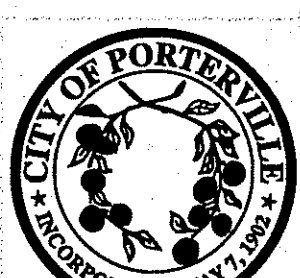
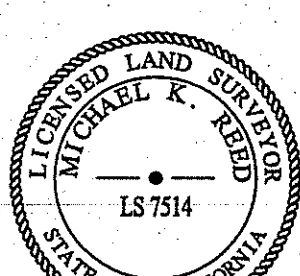
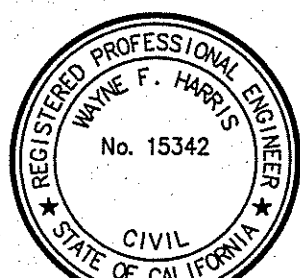
BY: _____
DEPUTY

OWNER'S STATEMENT

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

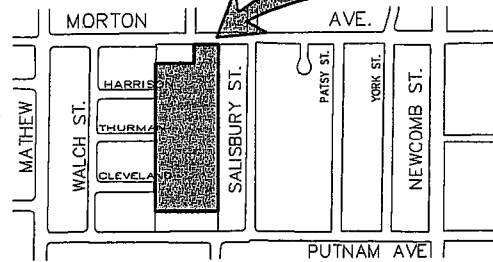
NADER DEVELOPMENT, Inc., a California Corporation

Mohammad Davarif
MOHAMMAD DAVARIFAR, President





VICINITY MAP
NO SCALE



PROJECT SITE

SMEE BUILDERS, INC. OWNER "RANCH VICTORIA" PHASES 2, 3 & 4

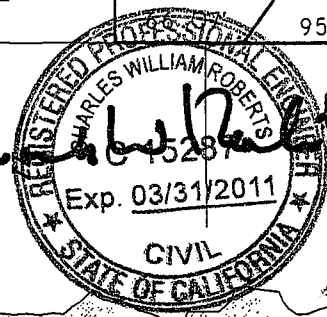
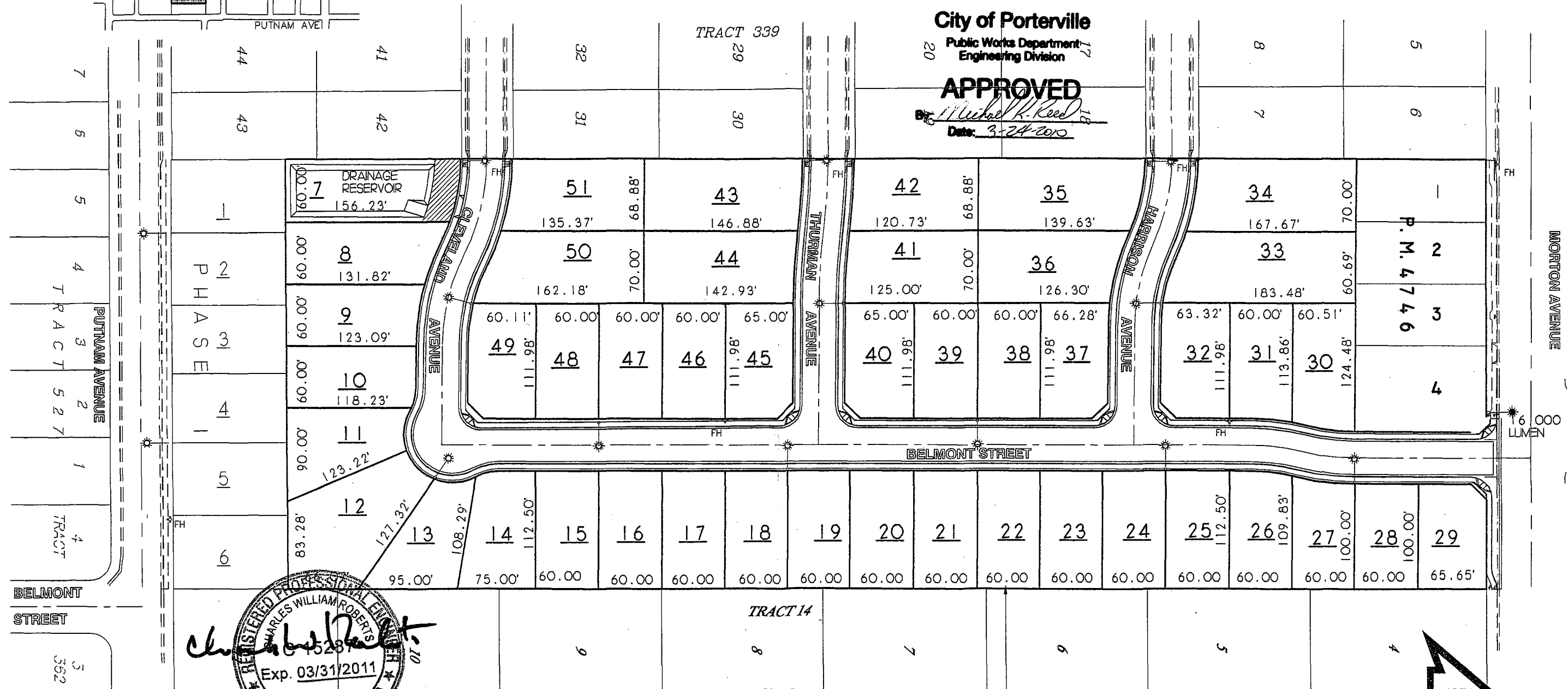
LANDSCAPE AND LIGHTING DISTRICT ANNEXATION MAP

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 21 SOUTH, RANGE 27 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE CALIFORNIA.

City of Porterville
Public Works Department
Engineering Division

APPROVED

By: *Michael K. Reed*
Date: 3-24-2010



Roberts Engineering

P.O. BOX 908, 342-A N. 2nd St.
PORTERVILLE, CALIFORNIA 93257
(559)784-6326 FAX(559)784-6339
www.robertsengineering.com

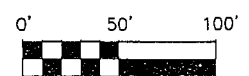
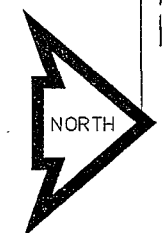
LEGEND

- FH FIRE HYDRANT (5)
- 5800 LUMEN STREETLIGHT (12)
- 1600 LUMEN STREETLIGHT (1)
- LANDSCAPE AND IRRIGATION 1,535 SQ. FT.

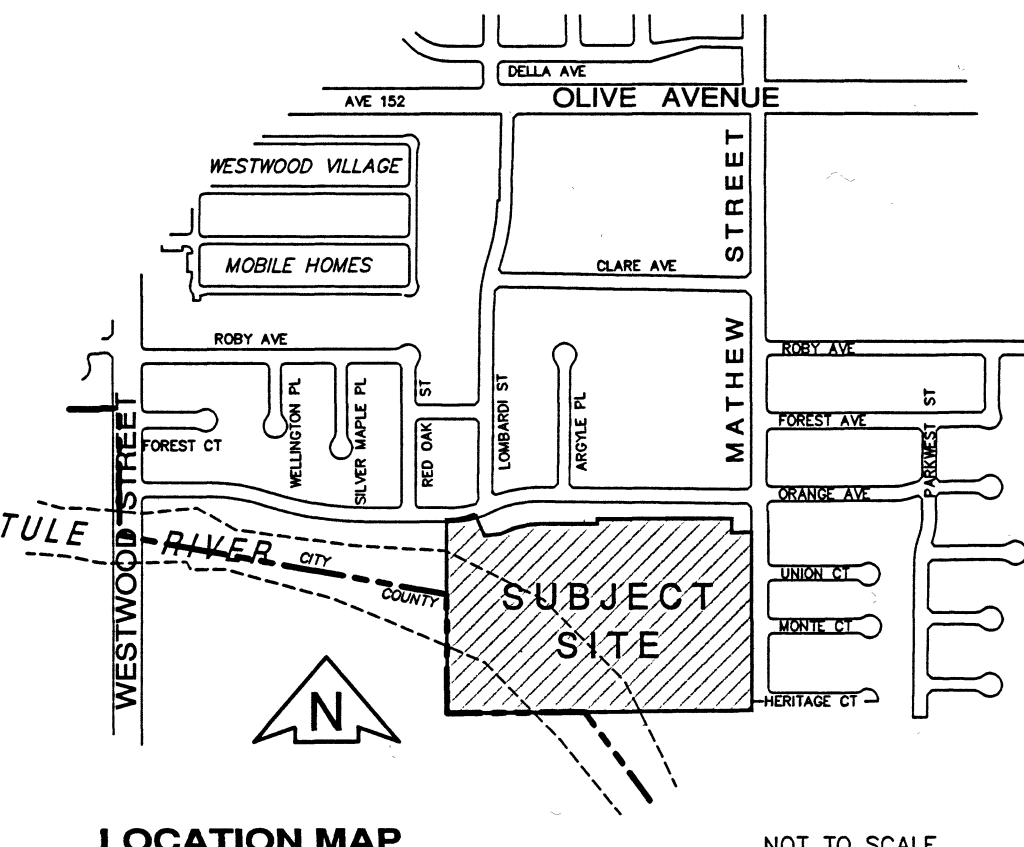
TYPICAL LOT LANDSCAPE NOTES:

IRRIGATION SHALL BE DESIGNED AND INSTALLED BY THE OWNER AT THE TIME OF EACH LOT DEVELOPING

1 - 15 GALLON TREE AND AN ADDITIONAL TREE AT CORNER LOTS SHALL BE PLANTED (FROM CITY OF PORTERVILLE APPROVED TREE LIST) AT THE TIME OF EACH LOT DEVELOPING



SCALE: 1" = 100'



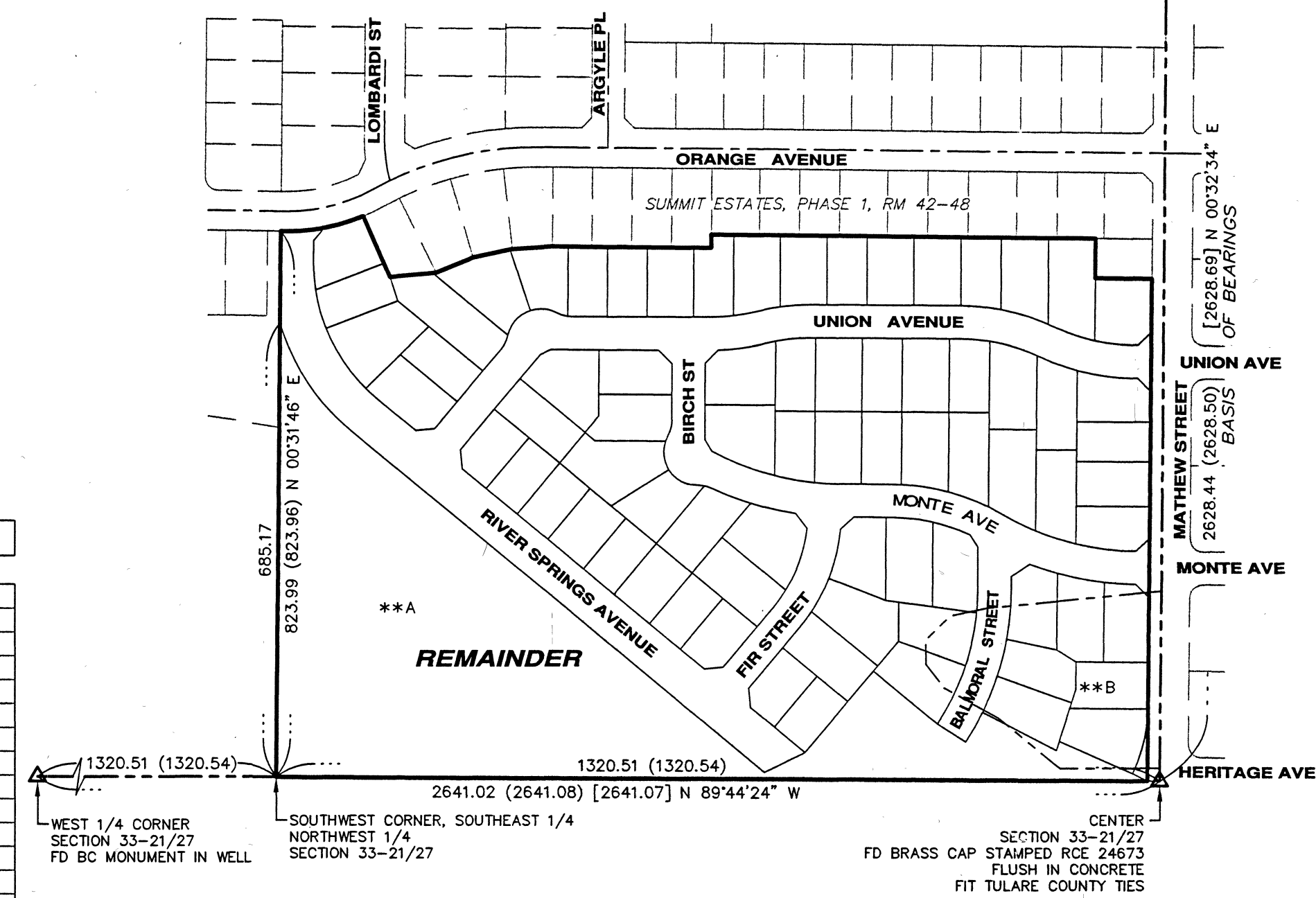
LOCATION MAP NOT TO SCALE

CURVE DATA

	R	Δ	L	T		R	Δ	L	T
A	280.00	23°49'05"	116.40	59.05	R	391.85	30°14'34"	206.83	105.89
A1	280.00	12°20'38"	60.32	30.28	R1	391.85	13°10'54"	90.15	45.28
A2	280.00	11°28'27"	56.07	28.13	R2	391.85	09°13'26"	63.08	31.61
B	266.50	50°44'41"	236.03	126.39	R3	391.85	07°50'14"	53.60	26.84
B1	266.50	09°04'35"	42.22	21.15	S	325.00	30°31'21"	173.13	88.67
B2	266.50	13°00'41"	60.52	30.39	S1	325.00	04°23'42"	24.93	12.47
B3	266.50	23°14'42"	108.12	54.81	S2	325.00	11°17'22"	64.04	32.12
B4	266.50	05°24'43"	25.17	12.60	S3	325.00	12°29'46"	70.88	35.58
C	275.00	34°29'36"	165.56	85.37	S4	325.00	02°20'31"	13.28	6.64
C1	275.00	06°43'48"	32.30	16.17	T	415.00	27°54'11"	202.11	103.10
C2	275.00	11°45'03"	56.40	28.30	T1	415.00	05°31'14"	39.99	20.01
C3	275.00	16°00'45"	76.85	38.68	T2	415.00	08°24'18"	60.88	30.49
D	275.00	24°53'59"	119.51	60.71	T3	415.00	13°58'39"	101.24	50.87
D1	275.00	12°40'45"	60.86	30.55	U	325.00	12°39'43"	71.82	36.06
D2	275.00	12°13'14"	58.65	29.44	V	275.00	14°38'29"	70.27	35.33
E	375.00	32°32'33"	212.99	109.45	V1	275.00	03°21'43"	16.14	8.07
E1	375.00	05°06'01"	33.38	16.70	V2	275.00	11°16'46"	54.14	27.16
E2	375.00	12°32'16"	82.06	41.19	W	275.00	25°28'31"	122.27	62.16
E3	375.00	14°54'16"	97.55	49.05	W1	275.00	09°05'28"	43.63	21.86
F	225.00	33°44'43"	132.52	68.24	W2	275.00	15°15'03"	73.20	36.82
F1	225.00	08°14'06"	32.34	16.20	W3	275.00	01°08'00"	5.44	2.72
F2	225.00	25°30'37"	100.18	50.93	X	325.00	25°11'44"	142.92	72.63
G	465.00	16°19'58"	132.55	66.73	X1	325.00	10°20'40"	58.68	29.42
G1	465.00	08°35'08"	69.68	34.90	X2	325.00	14°51'04"	84.24	42.36
G2	465.00	07°44'50"	62.87	31.49	Y	425.00	32°32'33"	241.39	124.05
H	50.00	25°29'38"	22.25	11.31	Y1	425.00	07°52'52"	58.46	29.28
H1	50.00	12°53'57"	11.26	5.65	Y2	425.00	07°48'30"	57.92	29.00
H2	50.00	12°35'41"	10.99	5.52	Y3	425.00	09°54'32"	73.50	36.84
I	50.00	119°05'07"	103.92	85.03	Y4	425.00	06°56'39"	51.51	25.79
I1	50.00	58°23'35"	50.96	27.94	Z	441.85	20°52'46"	161.02	81.41
I2	50.00	51°20'54"	44.81	24.04	Z1	441.85	05°36'48"	43.29	21.66
I3	50.00	09°20'38"	8.15	4.09	Z2	441.85	09°14'44"	71.30	35.73
J	50.00	28°19'43"	24.72	12.62	Z3	441.85	06°01'14"	46.43	23.24
K	50.00	27°39'55"	24.14	12.31	AA	270.00	23°24'31"	110.31	55.94
L	50.00	105°49'07"	92.34	66.13	AA1	270.00	01°56'00"	9.11	4.56
L1	50.00	59°51'23"	52.23	28.78	AA2	270.00	21°28'31"	101.20	51.20
L2	50.00	45°57'44"	40.11	21.20	BB	328.50	34°23'36"	197.19	101.67
M	50.00	27°39'56"	24.14	12.31	2	250.00	30°04'08"	131.20	67.15
M1	50.00	21°04'27"	18.39	9.30	2A	250.00	28°04'51"	122.53	62.52
M2	50.00	06°35'29"	5.75	2.88	2B	250.00	01°59'17"	8.67	4.34
N	275.00	14°38'29"	70.27	35.33	3	297.50	50°44'41"	263.48	141.09
N1	275.00	07°11'30"	34.52	17.28	4	300.00	14°38'29"	76.66	38.54
N2	275.00	07°26'59"	35.76	17.90	5	300.00	14°38'29"	76.66	38.54
O	325.00	14°38'29"	83.05	41.75	6	300.00	25°28'31"	133.39	67.82
O1	325.00	06°17'04"	35.65	17.84	7	300.00	25°11'44"	131.92	67.05
O2	325.00	08°21'25"	47.40	23.74	8	440.00	31°29'34"	241.85	124.06
P	325.00	25°28'31"	144.50	73.47	8A	440.00	03°03'13"	23.45	11.73
P1	325.00	10°38'19"	60.35	30.26	8B	440.00	28°26'21"	218.40	111.50
P2	325.00	12°56'22"	73.40	36.86	9	300.00	30°31'21"	159.82	81.85
P3	325.00	01°53'50"	10.76	5.38	10	416.85	30°14'34"	220.03	112.64
Q	275.00	25°11'44"	120.93	61.46	11	250.00	36°27'30"	159.08	82.34
Q1	275.00	13°10'54"	63.27	31.77	12	400.00	32°32'33"	227.19	116.75
Q2	275.00	12°00'50"	57.66	28.94	13	288.00	23°24'31"	117.66	59.66

***A BLANKET EASEMENT FOR INGRESS, EGRESS AND EMERGENCY ACCESS RECORDED SEPTEMBER 11, 2008, AS INSTRUMENT No. 2008-0062248, O.R. VACATED BY CITY COUNCIL RESOLUTION No. 67-2017 RECORDED 11/14/2017, AS INSTRUMENT No. 2017-0071218, O.R.

***B EASEMENT FOR DRAINAGE RESERVOIR RECORDED SEPTEMBER 11, 2008 AS INSTRUMENT No. 2008-0062250, O.R. VACATED BY CITY COUNCIL RESOLUTION No. 67-2017 RECORDED 11/14/2017, AS INSTRUMENT No. 2017-0071218, O.R.



LEGEND

ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF UNLESS OTHERWISE NOTED

- SUBDIVISION BOUNDARY
- CITY LIMITS
- ▲ FOUND AS DESCRIBED
- FOUND 3/4" I.P. TAGGED PLS 8006 PER MAP OF SUMMIT ESTATES, PHASE ONE, RM 42-48
- SET 1" I.P. AT ALL LOT CORNERS NOT OTHERWISE SHOWN.
- SET 1" I.P. WITNESS CORNER TAGGED RCE 16094 ON LOT LINE, 1' SOUTH OF LOT CORNER
- SET BRASS CAP MONUMENT STAMPED RCE 16094, FLUSH PER CITY STANDARD M-2C
- () RECORD DATA PER SUMMIT ESTATES, PHASE ONE, RECORDED IN BOOK 42, PAGE 48 OF MAPS, TCR
- [] RECORD DATA PER RECORD OF SURVEY RECORDED IN BOOK 21, PAGE 68 OF LICENSED SURVEYS, TCR. DISTANCES SHOWN ARE CONVERTED TO GROUND.
- (R) RADIAL BEARING
- E.P.U. EASEMENT FOR PUBLIC UTILITIES

FLOOD NOTE

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

BASIS OF BEARINGS

THE EAST LINE OF THE NORTHWEST 1/4 OF SECTION 33-21/27, BEARS N 00°32'34" E PER MAP OF SUMMIT ESTATES, PHASE ONE RECORDED IN BOOK 42, PAGE 48 OF MAPS, TULARE COUNTY RECORDS.

LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT

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

OWNER'S STATEMENT

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

SMEE HOMES, Inc.

Jason Moyes
JASON MOYES, President

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

STATE OF CALIFORNIA
COUNTY OF Tulare
ON 11/14/17 BEFORE ME, Anna M. Ballesteros a Notary Public
PERSONALLY APPEARED Jason Moyes
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/HE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND AND OFFICIAL SEAL

Anna M. Ballesteros
ANNA M. BALLESTEROS, Notary Public
COUNTY OF PRINCIPAL PLACE OF BUSINESS: Tulare
MY COMMISSION EXPIRES: February 28, 2021

RECORDER'S STATEMENT

DOCUMENT NUMBER: 2017-0074141 FEE PAID: \$14.00
FILED THIS 29th DAY OF NOVEMBER 2017 AT 2:02 P.M. IN BOOK 43
OF MAPS, AT PAGE 94 AT THE REQUEST OF CHICAGO TITLE COMPANY

ROLAND P. HILL, Tulare County Assessor/Clerk-Recorder
BY *m Blakely*
DEPUTY

SUMMIT ESTATES TWO, PHASE ONE

BEING A SUBDIVISION OF REMAINDER 2 OF SUMMIT ESTATES, PHASE ONE, RECORDED IN BOOK 42, PAGE 48 OF MAPS, TCR. LOCATED WITHIN THE NORTHWEST 1/4 OF SECTION 33, T.21S., R.27E., M.D.B.&M., IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA.

GROSS AREA: 17.90 ACRES
Subdivider: **SMEE HOMES, Inc.**
Surveyor: **JAMES WINTON & ASSOCIATES**

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY, TRUE AND COMPLETE AS SHOWN, IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF SMEE HOMES IN DECEMBER 2016. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. THE MONUMENTS NOT YET SET, WILL BE SET AS INDICATED WITHIN ONE YEAR OF THE RECORDING OF THIS MAP.

DATED THIS 10 DAY OF November, 2017

James S. Winton
JAMES S. WINTON R.C.E. 16094



SOIL ENGINEER'S STATEMENT

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

DATED THIS 10 DAY OF Nov, 2017

Santiago Espinoza
SANTIAGO ESPINOZA, R.C.E. 83289

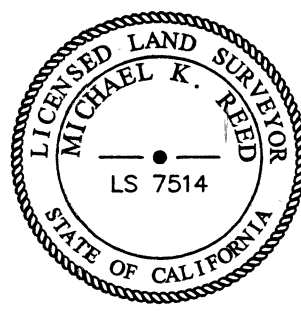


CITY SURVEYOR'S STATEMENT

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

DATED THIS 14th DAY OF November, 2017

Michael K. Reed
MICHAEL K. REED, PUBLIC WORKS DIRECTOR, P.L.S. 7514



ZONING ADMINISTRATOR'S STATEMENT

I HEREBY STATE THAT THIS MAP CONFORMS TO THE APPROVED TENTATIVE MAP DATED THIS 22nd DAY OF November, 2017

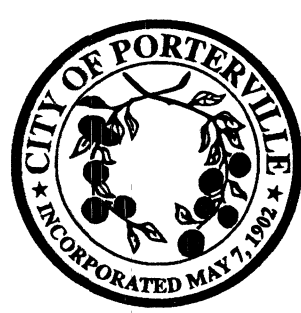
Jennifer M. Byers
JENNIFER M. BYERS, Community Development Director

CITY COUNCIL'S STATEMENT

THIS IS TO STATE THAT AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE HELD ON THE 21st DAY OF November, 2017, AN ORDER WAS DULY AND REGULARLY MADE AND ENTERED APPROVING THIS MAP AND SUBDIVISION AND ACCEPTING, SUBJECT TO IMPROVEMENTS, ON BEHALF OF THE PUBLIC THE STREETS, AVENUES, EASEMENTS, AND ACCESS LIMITATION STRIPS, ALL AS SHOWN AND INDICATED WITHIN THE BOUNDARIES OF THE SUBDIVISION SHOWN UPON THIS MAP.

WITNESS MY HAND AND OFFICIAL SEAL OF THE CITY OF PORTERVILLE THIS 27th DAY OF November, 2017

J. N. Leri
BY: J. N. Leri
CITY CLERK



CITY CLERK'S STATEMENT

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

DATED THIS 27th DAY OF November, 2017

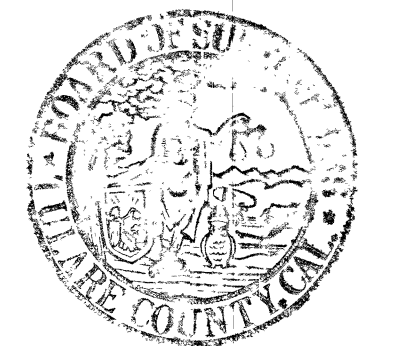
J. N. Leri
BY: J. N. Leri
CITY CLERK

BOARD OF SUPERVISORS' STATEMENT

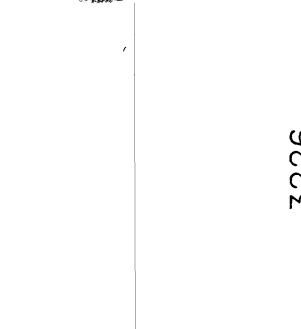
I, MICHAEL C. SPATA, COUNTY ADMINISTRATIVE OFFICER/CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF TULARE, STATE OF CALIFORNIA, HEREBY CERTIFIES TO THE COUNTY RECORDER AND TO WHOMEVER IT MAY CONCERN, THAT ALL OF THE PROVISIONS OF CHAPTER 2, DIVISION 2, TITLE 7 OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA AND ANY LOCAL ORDINANCE PERTAINING TO DEPOSITS REQUIRED AT THE TIME OF APPROVAL BY THE BOARD OF SUPERVISORS OF THIS MAP, HAVE BEEN COMPLIED WITH.

DATED THIS 28th DAY OF November, 2017

Michael C. Spata
MICHAEL C. SPATA, County Administrative Officer/Clerk of the Board of Supervisors

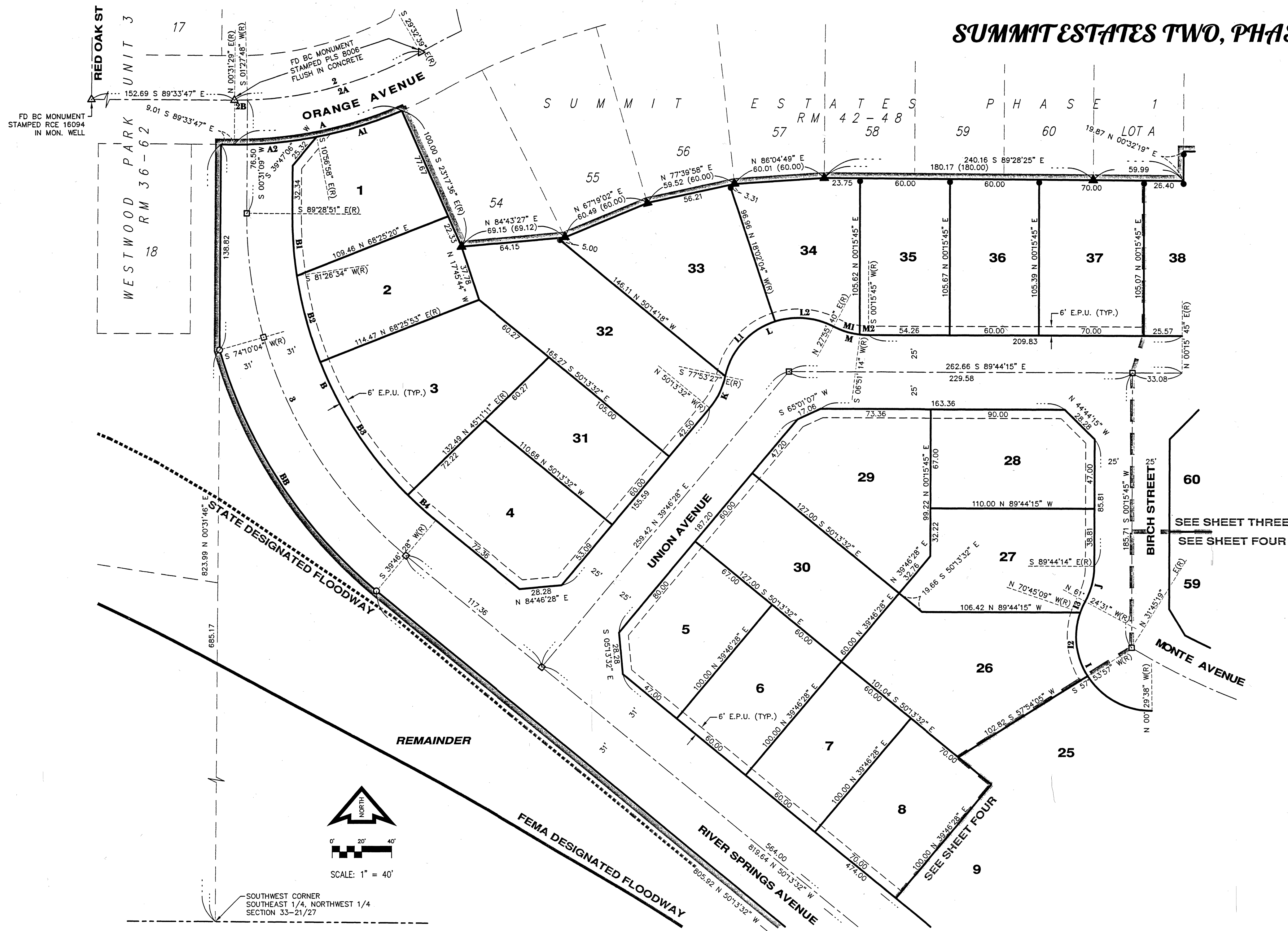


BY *Maya Powell*
DEPUTY



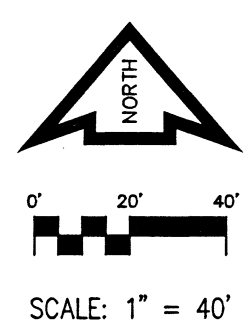
11-28-17

SUMMIT ESTATES TWO, PHASE ONE



SEE SHEET THREE
SEE SHEET FOUR

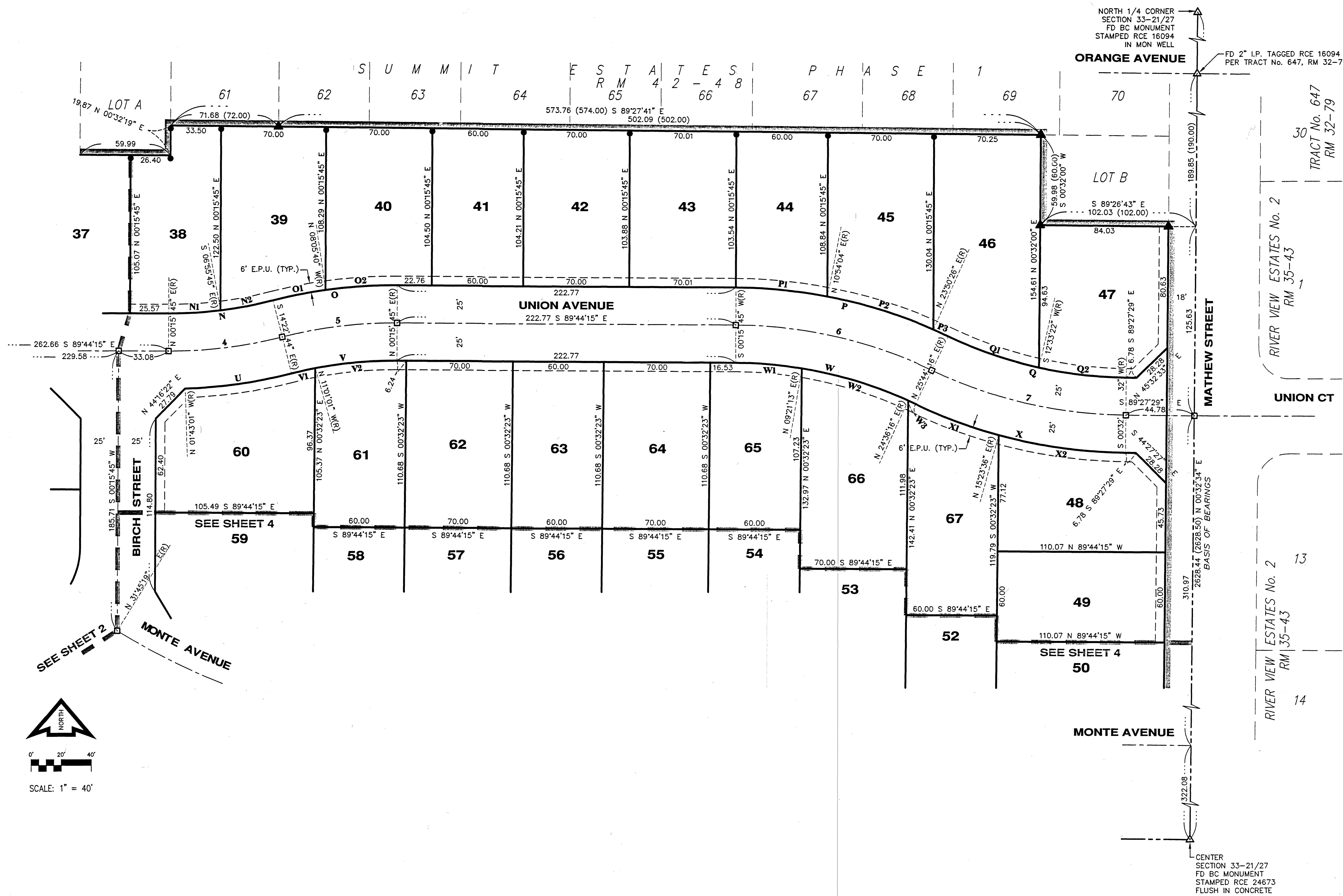
SEE SHEET FOUR



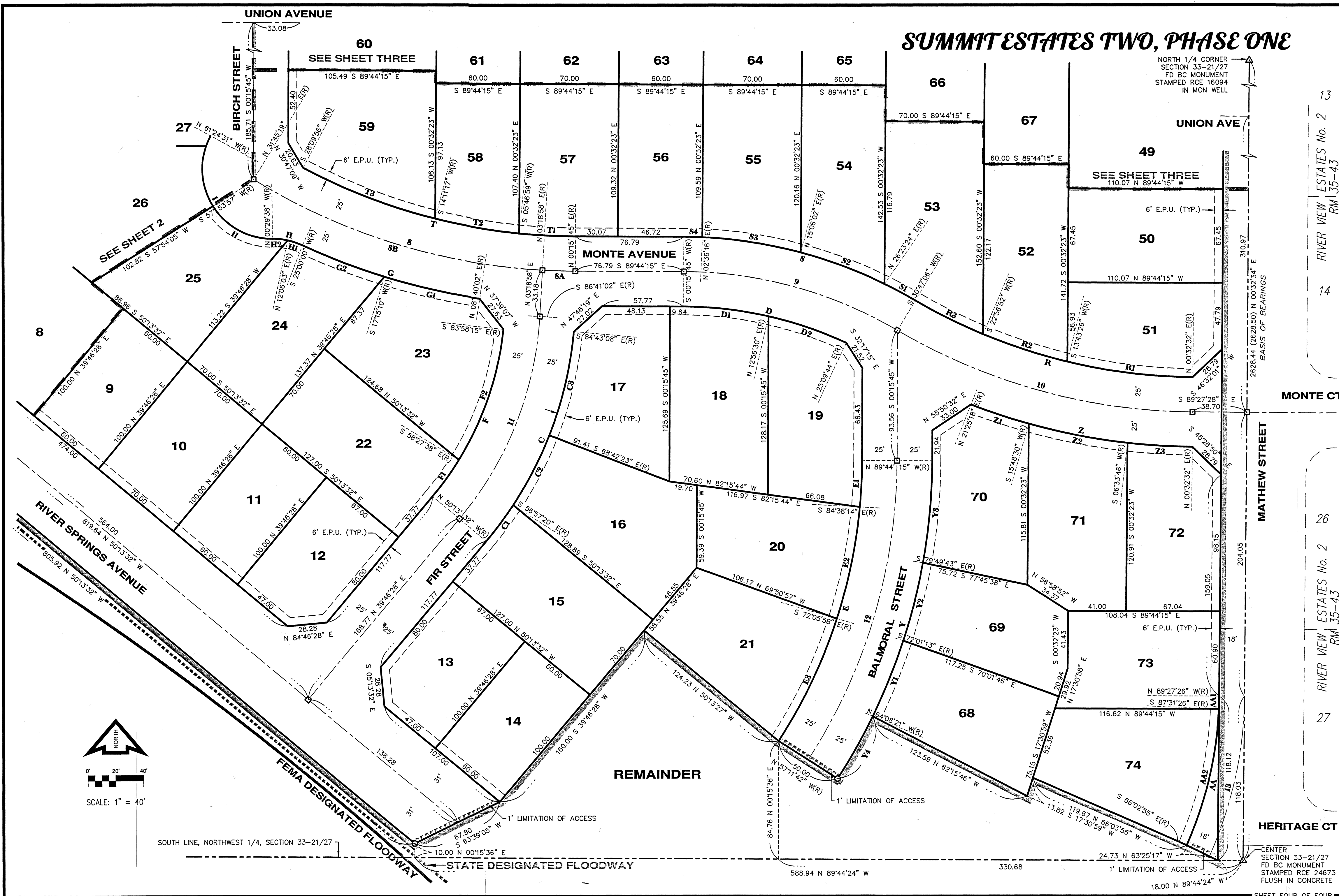
SOUTHWEST CORNER
SOUTHEAST 1/4, NORTHWEST 1/4
SECTION 33-21/27

3226
11-28-17

SUMMIT ESTATES TWO, PHASE ONE



SUMMIT ESTATES TWO, PHASE ONE



NORTH 1/4 CORNER
SECTION 33-21/27
FD BC MONUMENT
STAMPED RCE 16094
IN MON WELL

13
RIVER VIEW ESTATES No. 2
RM 35-43
14

26
RIVER VIEW ESTATES No. 2
RM 35-43
27

11-28-17
3226

CENTER
SECTION 33-21/27
FD BC MONUMENT
STAMPED RCE 24673
FLUSH IN CONCRETE

SUMMIT HERITAGE VILLAS

BEING A PORTION OF PARCEL 3 OF LOT LINE ADJUSTMENT 20-2007, DOCUMENT No. 2007-0106407, TCR, LOCATED WITHIN THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 33, T.21S., R.27E., M.D.B.&M., IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA.

GROSS AREA: 2.38 ACRES

Subdivider: NICHOLSON and SMEE

Surveyor: JAMES WINTON & ASSOCIATES

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY, TRUE AND COMPLETE AS SHOWN, IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF GARY SMEE ON AUGUST 7, 2012. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. THE MONUMENTS NOT YET SET, WILL BE SET AS INDICATED WITHIN ONE YEAR OF THE RECORDING OF THIS MAP.

DATED THIS 24 DAY OF April 2013

James S. Winton
JAMES S. WINTON, R.C.E. 16094

SOIL ENGINEER'S STATEMENT

I HEREBY STATE THAT A PRELIMINARY SOIL REPORT WAS SUBMITTED BY ME ON APRIL 19, 2013, IN ACCORDANCE WITH THE PROVISIONS OF ORDINANCE 900 OF THE MUNICIPAL CODE OF THE CITY OF PORTERVILLE, AND THAT SAID REPORT IS ON FILE IN THE CITY BUILDING INSPECTOR'S OFFICE.

DATED THIS 24 DAY OF April 2013

Dale H. Winn
DALE H. WINN, R.C.E. 23273

CITY ENGINEER'S STATEMENT

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

DATED THIS 29 DAY OF April 2013

Michael K. Reed
MICHAEL K. REED, CITY ENGINEER, P.L.S. 7514

CITY PLANNER'S STATEMENT

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

DATED THIS 29 DAY OF April 2013

Bradley D. Dunlap
BRADLEY D. DUNLAP, Community Development Director

CITY COUNCIL'S STATEMENT

THIS IS TO STATE THAT AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE HELD ON THE 14 DAY OF May 2013, AN ORDER WAS DULY AND REGULARLY MADE AND ENTERED APPROVING THIS MAP AND SUBDIVISION AND ACCEPTING, SUBJECT TO IMPROVEMENTS, ON BEHALF OF THE PUBLIC THE STREETS, AVENUES, EASEMENTS, AND ACCESS LIMITATION STRIP, ALL AS SHOWN AND INDICATED WITHIN THE BOUNDARIES OF THE SUBDIVISION SHOWN UPON THIS MAP.

WITNESS MY HAND AND OFFICIAL SEAL OF THE CITY OF PORTERVILLE THIS 10 DAY OF May 2013

BY: *J. D. L.*
CITY CLERK

CITY CLERK'S STATEMENT

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

DATED THIS 10 DAY OF May 2013

BY: *J. D. L.*
CITY CLERK

BOARD OF SUPERVISORS' STATEMENT

I, JEAN M. ROUSSEAU, COUNTY ADMINISTRATIVE OFFICER/CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF TULARE, STATE OF CALIFORNIA, HEREBY CERTIFIES TO THE COUNTY RECORDER AND TO WHOMEVER IT MAY CONCERN, THAT ALL OF THE PROVISIONS OF CHAPTER 2, DIVISION 2, TITLE 7 OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA AND ANY LOCAL ORDINANCE PERTAINING TO DEPOSITS REQUIRED AT THE TIME OF APPROVAL BY THE BOARD OF SUPERVISORS OF THIS MAP, HAVE BEEN COMPLIED WITH.

DATED THIS 10 DAY OF May 2013

JEAN M. ROUSSEAU, County Administrative Officer/Clerk of the Board of Supervisors

BY: *Seamus C. Ylana*
DEPUTY

OWNER'S STATEMENT

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

DARYL C. NICHOLSON and VICTORIA M. NICHOLSON TRUST
AGREEMENT DATED OCTOBER 1, 1990

BY: *Daryl C. Nicholson*
DARYL C. NICHOLSON, Trustee

BY: *Victoria M. Nicholson*
VICTORIA M. NICHOLSON, Trustee

MELMIKE, LP

BY: *Jason Moyes*
JASON MOYES, Partner

STATE OF CALIFORNIA
COUNTY OF Tulare

ON April 22, 2013, BEFORE ME, Nancy L. Winton, a Notary Public, PERSONALLY APPEARED Daryl C. Nicholson & Victoria M. Nicholson WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/ THEY EXECUTED THE SAME IN HIS/HER/ THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/ THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND AND OFFICIAL SEAL.

Nancy L. Winton *Nancy L. Winton*
SIGNATURE PRINT NAME

COUNTY OF PRINCIPAL PLACE OF BUSINESS: Tulare

MY COMMISSION EXPIRES: 12-11-14

STATE OF CALIFORNIA
COUNTY OF Tulare

ON April 23, 2013, BEFORE ME, Nancy L. Winton, a Notary Public, PERSONALLY APPEARED Jason Moyes WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/ THEY EXECUTED THE SAME IN HIS/HER/ THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/ THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND AND OFFICIAL SEAL.

Nancy L. Winton *Nancy L. Winton*
SIGNATURE PRINT NAME

COUNTY OF PRINCIPAL PLACE OF BUSINESS: Tulare

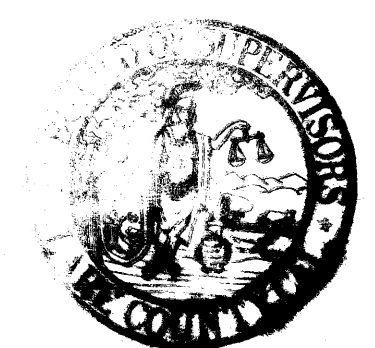
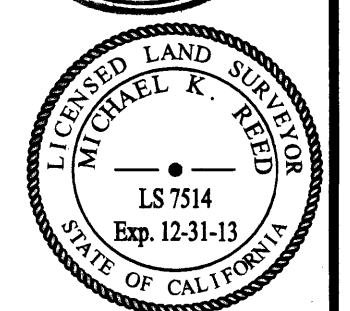
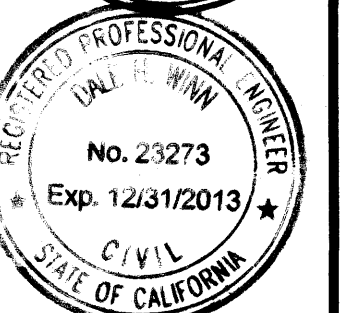
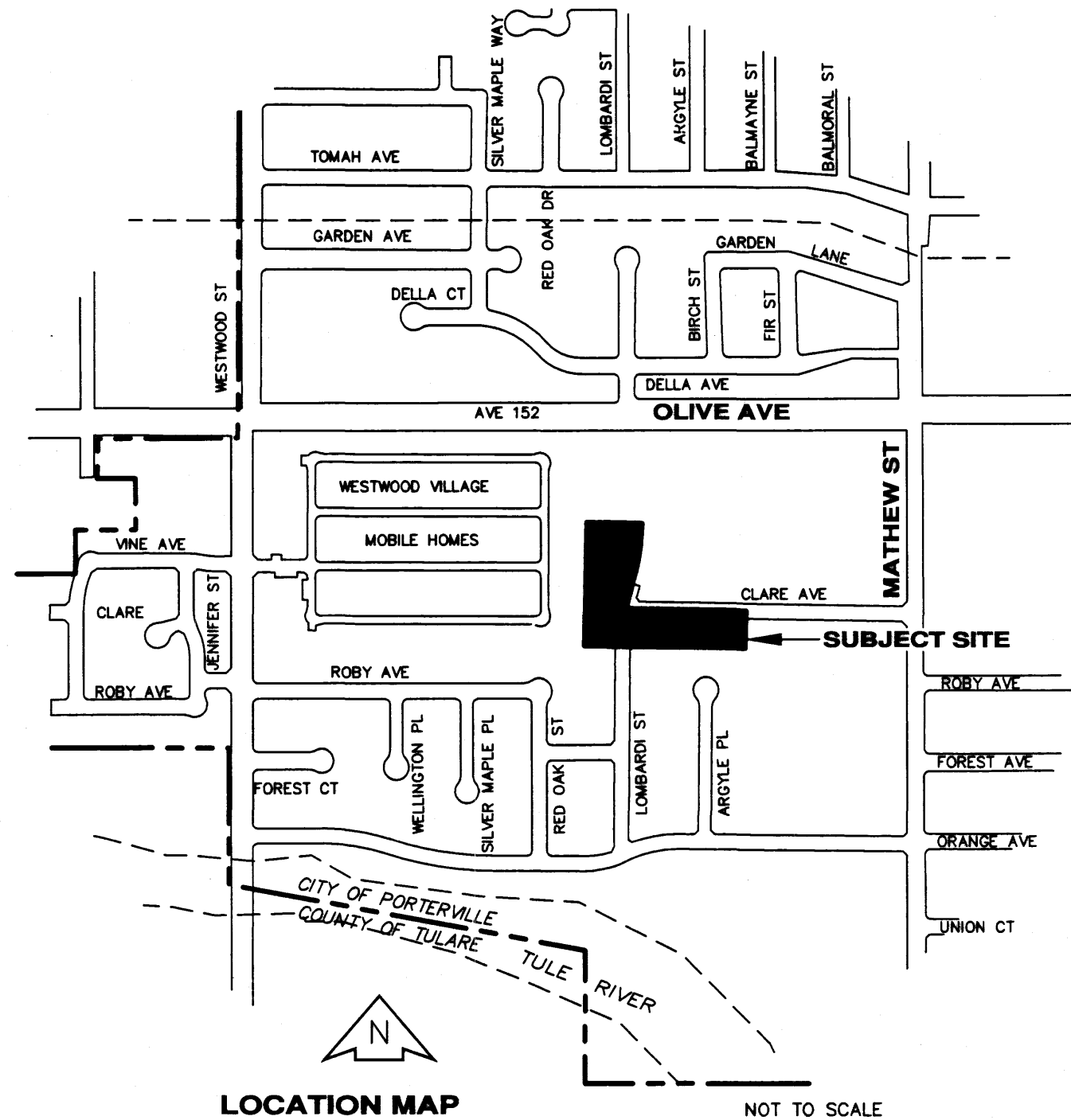
MY COMMISSION EXPIRES: 12-11-14

RECORDER'S STATEMENT

DOCUMENT NUMBER: 2013-0031710 FEE PAID: \$10.00
FILED THIS 21 DAY OF MAY 2013 AT 8:00 A.M. IN BOOK 43
OF MAPS, AT PAGE 27, AT THE REQUEST OF CHICAGO TITLE CO.

ROLAND P. HILL, Tulare County Assessor/Clerk-Recorder

BY: *Darryl Franco*
DEPUTY



5/20/13

OWNER'S STATEMENT

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

SMEE HOMES, INC.

Jason Moyes
JASON MOYES, PRESIDENT

STEWART TITLE OF CALIFORNIA, INC. AS TRUSTEE UNDER DEEDS OF TRUST RECORDED JUNE 27, 2017 AS INSTRUMENT NO. 2017-0036909, O.R.; RECORDED JUNE 27, 2017 AS INSTRUMENT NO. 2017-0036910, O.R.; RECORDED JULY 20, 2017 AS INSTRUMENT NO. 2017-0041162, O.R.

Stewart Title of California, Inc.
STEWART TITLE OF CALIFORNIA, INC.

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA }
COUNTY OF TULARE }

ON OCTOBER 9, 2018 BEFORE ME, Judy R. Loftin,
NOTARY PUBLIC,

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

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

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE Judy R. Loftin
PRINT NAME Judy R. Loftin

MY COMMISSION EXPIRES 2-2-21

MY COMMISSION NO 2178465

PRINCIPAL PLACE OF BUSINESS TULARE COUNTY

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA }
COUNTY OF Tulare }

ON 10/11/18 BEFORE ME, Alicia Martin,
NOTARY PUBLIC,

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

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

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE Alicia Martin
PRINT NAME Alicia Martin

MY COMMISSION EXPIRES 6-14-19

MY COMMISSION NO 2113122

PRINCIPAL PLACE OF BUSINESS Tulare COUNTY

TROOPER TERRACE

BEING A DIVISION OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 21 SOUTH, RANGE 27 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA.

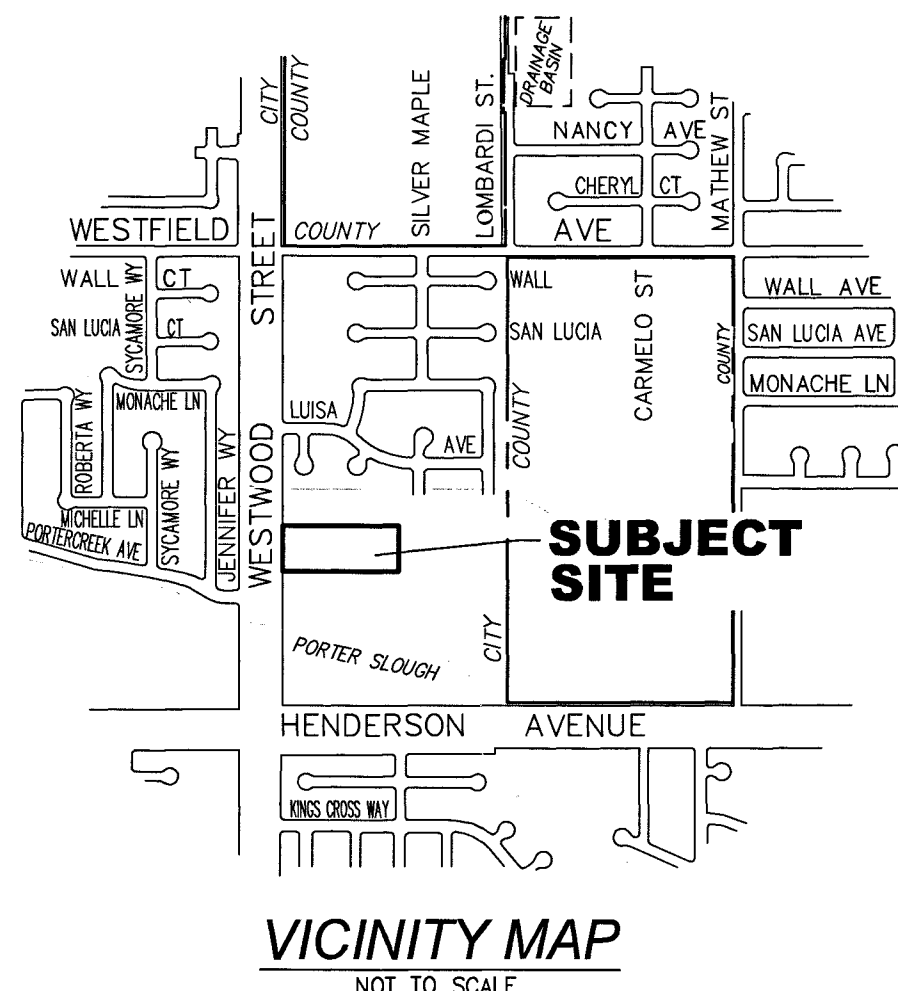
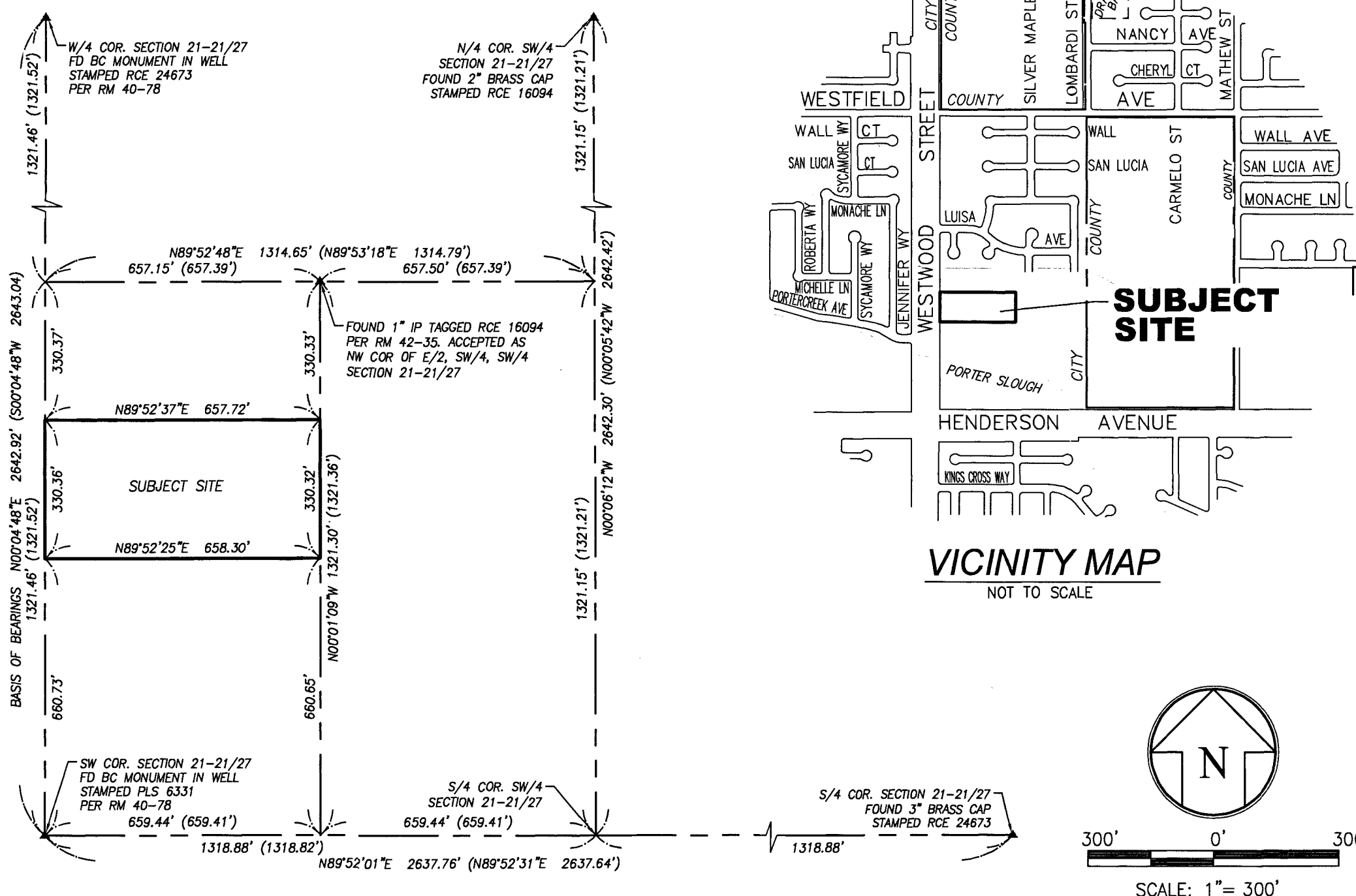
JULY 2018

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

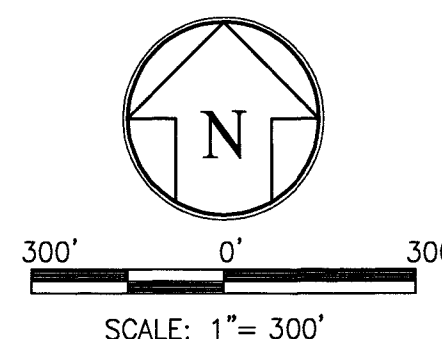
BY: **JAMES WINTON AND ASSOCIATES**
A QK COMPANY
150 WEST MORTON AVENUE TEL: (559) 781-2700
PORTERVILLE, CA 93257 WWW.QKINC.COM

LEGEND

- ▲ MONUMENT FOUND AND ACCEPTED AS DESCRIBED, UNLESS NOTED OTHERWISE.
- SET 3/4" IRON PIPE TAGGED PLS 8189
- SET BRASS CAP MONUMENT STAMPED PLS 8189, FLUSH PER CITY STANDARD M-2C
- () RECORD DATA PER WILLIAMS RANCH PHASE 4, RECORDED IN BOOK 42 OF MAPS, AT PAGE 35, T.C.R. OR CALCULATED THEREFROM
- (R) RADIAL
- LINE INDICATES SUBDIVISION BOUNDARY



VICINITY MAP
NOT TO SCALE



KEY MAP

FLOOD NOTE

THE SUBJECT SITE IS WITHIN FLOOD ZONE X AS SHOWN ON FEMA FIRM PANEL 06107C1630E, EFFECTIVE 6/16/2009

LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT

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

BASIS OF BEARINGS

THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 21 SOUTH, RANGE 27 EAST, PER WILLIAMS RANCH PHASE 4, RECORDED IN BOOK 42 OF MAPS, AT PG. 35, T.C.R. TAKEN AS: S00°04'48\"W

SURVEYOR'S STATEMENT

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

DATED THIS 11th DAY OF October, 2018

Kristie M. Achee
KRISTIE M. ACHEE P.L.S. 8189

CITY SURVEYOR'S STATEMENT

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

DATED THIS 25th DAY OF September, 2018

Michael K. Reed
MICHAEL K. REED, PUBLIC WORKS DIRECTOR
PLS 7514

ZONING ADMINISTRATOR'S STATEMENT

I HEREBY STATE THAT THIS MAP CONFORMS TO THE APPROVED TENTATIVE MAP NO. 5484

DATED THIS 15th DAY OF October, 2018.

Jennifer M. Byers
JENNIFER M. BYERS, COMMUNITY DEVELOPMENT DIRECTOR

CITY COUNCIL'S STATEMENT

THIS IS TO STATE THAT AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE HELD ON THE 7th DAY OF November, 2018, AN ORDER WAS DULY AND REGULARLY MADE AND ENTERED INTO APPROVING THIS SUBDIVISION MAP AND, ON BEHALF OF THE PUBLIC, ACCEPTING, SUBJECT TO IMPROVEMENT, THE PUBLIC STREETS, AND EASEMENTS; ALL SHOWN AND INDICATED WITHIN THE BOUNDARIES OF THE SUBDIVISION AS SHOWN UPON THIS MAP.

WITNESS MY HAND AND OFFICIAL SEAL OF THE CITY OF PORTERVILLE, THIS 8th DAY OF November, 2018.

BY: *John S. Lellis*
CITY CLERK

CITY CLERK'S STATEMENT

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

DATED THIS 8th DAY OF November, 2018

BY: *John S. Lellis*
CITY CLERK

BOARD OF SUPERVISOR'S STATEMENT

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

DATED THIS 13th DAY OF November, 2018.

MICHAEL C. SPATA
COUNTY ADMINISTRATIVE OFFICER/CLERK OF THE BOARD OF SUPERVISORS

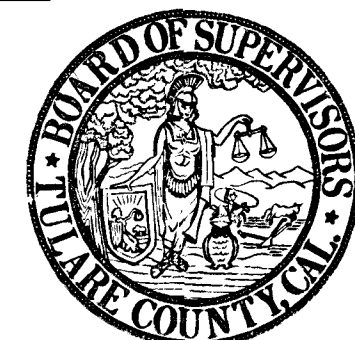
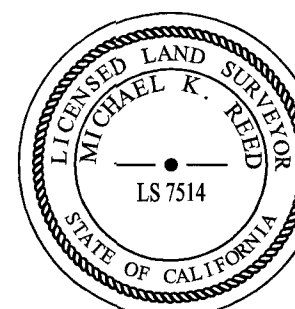
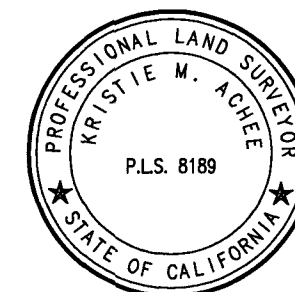
BY: *Mary Pokello*
DEPUTY

SOIL ENGINEER'S STATEMENT

I HEREBY CERTIFY THAT A SOILS INVESTIGATION REPORT WAS SUBMITTED BY ME ON MARCH 19, 2018, IN ACCORDANCE WITH THE PROVISIONS OF ORDINANCE 900 OF THE MUNICIPAL CODE OF THE CITY OF PORTERVILLE AND THAT SAID REPORT IS ON FILE IN THE CITY BUILDING INSPECTOR'S OFFICE.

DATED THIS 12th DAY OF OCTOBER, 2018.

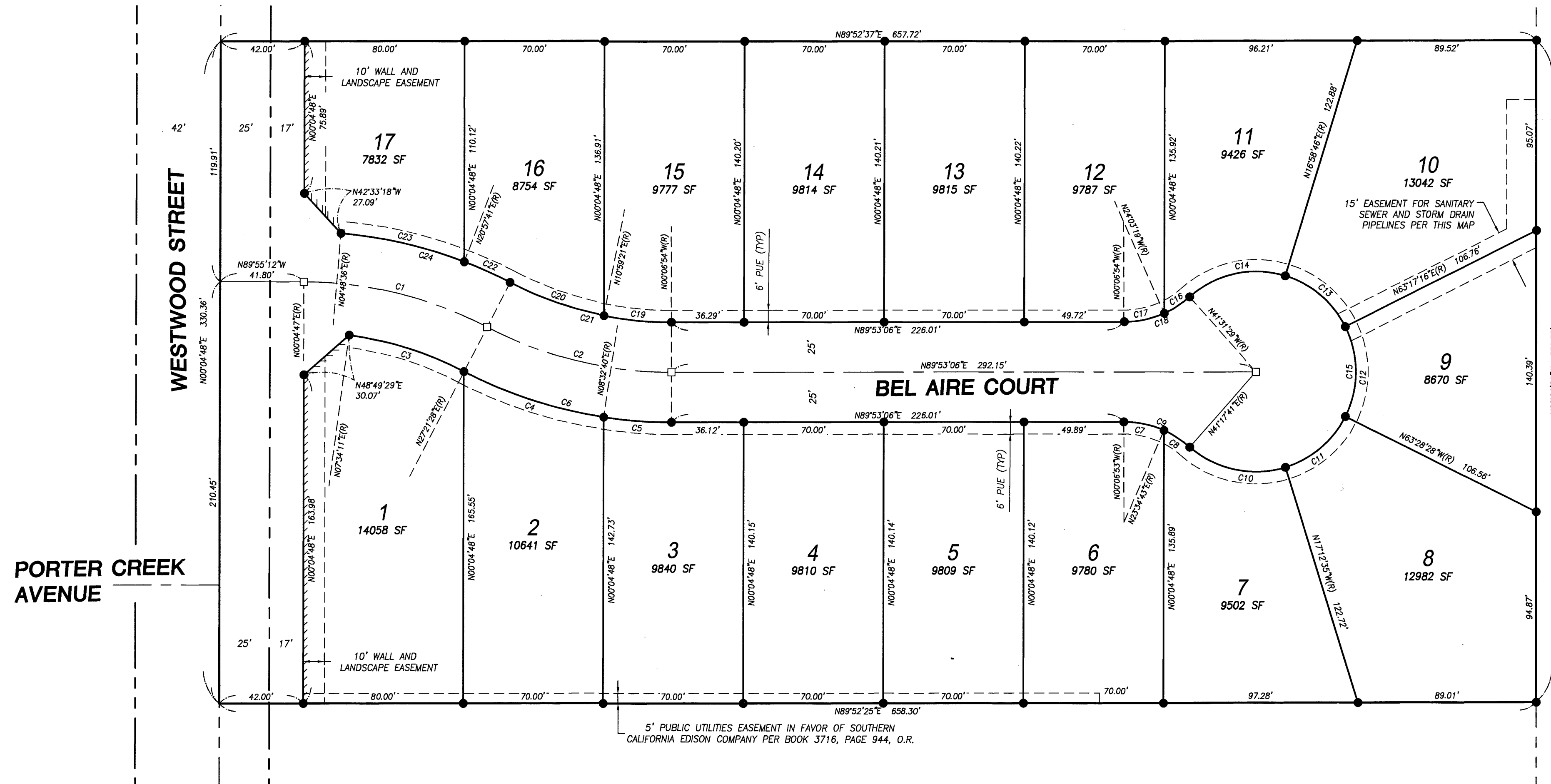
Santiago Espinoza Jr.
SANTIAGO-ESPINOZA JR, R.C.E. #83299



TROOPER TERRACE

BEING A DIVISION OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 21 SOUTH, RANGE 27 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA.

JULY 2018

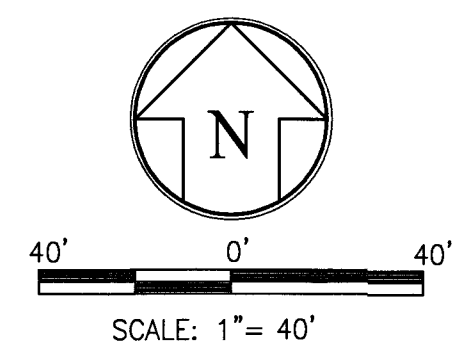


LEGEND

- ▲ MONUMENT FOUND AND ACCEPTED AS DESCRIBED, UNLESS NOTED OTHERWISE.
- SET 3/4" IRON PIPE TAGGED PLS 8189
- SET BRASS CAP MONUMENT STAMPED PLS 8189, FLUSH PER CITY STANDARD M-2C
- () RECORD DATA PER WILLIAMS RANCH PHASE 4, RECORDED IN BOOK 42 OF MAPS, AT PAGE 35, T.C.R. OR CALCULATED THEREFROM
- (R) RADIAL
- LINE INDICATES SUBDIVISION BOUNDARY
- ////// 1' ACCESS LIMITATION STRIP

CURVE TABLE				
CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C1	27°16'40"	200.00'	95.22'	48.53'
C2	27°28'22"	200.00'	95.90'	48.89'
C3	19°47'17"	175.00'	60.44'	30.52'
C4	18°48'47"	225.00'	73.88'	37.27'
C5	8°39'34"	225.00'	34.01'	17.04'
C6	27°28'22"	225.00'	107.89'	55.00'
C7	23°41'36"	50.00'	20.68'	10.49'
C8	17°42'59"	50.00'	15.46'	7.79'
C9	41°24'35"	50.00'	36.14'	18.90'
C10	58°30'15"	50.00'	51.05'	28.00'
C11	46°15'53"	50.00'	40.37'	21.36'
C12	53°14'16"	50.00'	46.46'	25.06'

CURVE TABLE				
CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C13	46°18'30"	50.00'	40.41'	21.38'
C14	58°30'15"	50.00'	51.05'	28.00'
C15	262°49'09"	50.00'	229.35'	56.69'
C16	17°28'10"	50.00'	15.24'	7.68'
C17	23°56'25"	50.00'	20.89'	10.60'
C18	41°24'35"	50.00'	36.14'	18.90'
C19	11°06'16"	175.00'	33.92'	17.01'
C20	16°22'07"	175.00'	49.99'	25.17'
C21	27°28'22"	175.00'	83.91'	42.78'
C22	6°23'47"	225.00'	25.12'	12.57'
C23	16°09'05"	225.00'	63.43'	31.92'
C24	22°32'52"	225.00'	88.55'	44.85'



SHEET 2 OF 2

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT WE ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE BOUNDARIES OF THE SUBDIVISION SHOWN UPON THIS MAP, AND DO HEREBY CONSENT TO THE PREPARATION AND RECORDING OF SAID MAP AND THAT THE CONSENT OF NO OTHER PERSON IS NECESSARY. WE HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE TO PUBLIC USE THE FOLLOWING, AS SHOWN WITHIN THE BOUNDARIES OF THE MAP HEREON, FOR THE SPECIFIED PURPOSES:

- RIGHT OF WAY FOR ELDERWOOD STREET, REDONDO STREET, CREEKVIEW STREET, MCCOMB AVENUE, THETA AVENUE, AND THETA COURT IN FEE TO THE CITY OF PORTERVILLE.
- LOTS A AND B IN FEE TO THE CITY OF PORTERVILLE FOR LANDSCAPING, PUBLIC SIDEWALKS, BLOCK WALLS AND OTHER PUBLIC PURPOSES.
- PUBLIC EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF GAS LINES AND CONDUITS FOR ELECTRIC, TELEVISION AND TELEPHONE SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, AS SHOWN HEREON AND DESIGNATED AS "PUE" (PUBLIC UTILITY EASEMENT).
- THREE FOOT (OR AS NEEDED) EASEMENT FOR PEDESTRIAN ACCESS PURPOSES, AS SHOWN HEREON IN FAVOR OF THE CITY OF PORTERVILLE. "PAE" (PEDESTRIAN ACCESS EASEMENT).
- EASEMENT FOR PUBLIC UTILITY AND VEHICLE AND PEDESTRIAN ACCESS PURPOSES, AS SHOWN HEREON IN FAVOR OF THE CITY OF PORTERVILLE. "PVUAE" (PUBLIC UTILITY, VEHICLE AND PEDESTRIAN ACCESS EASEMENT).
- EASEMENT FOR SANITARY SEWER PURPOSES, AS SHOWN HEREON IN FAVOR OF THE CITY OF PORTERVILLE. "SSE" (SANITARY SEWER EASEMENT).

FOR: PRESIDIO JUR CAMBRI 80, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: Joseph A. Leal

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

STATE OF CALIFORNIA/COUNTY OF TULARE

ON 6/18/2019 BEFORE ME, J. STURGEON, A NOTARY PUBLIC

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

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

WITNESS MY HAND, AND OFFICIAL SEAL.

SIGNATURE J. Sturgeon PRINT NAME J. STURGEON
MY COMMISSION EXPIRES: 12/26/2019 COMMISSION NO. 2135614

PRINCIPAL PLACE OF BUSINESS: TULARE COUNTY

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

STATE OF CALIFORNIA/COUNTY OF

ON _____ BEFORE ME, _____, A NOTARY PUBLIC

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

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

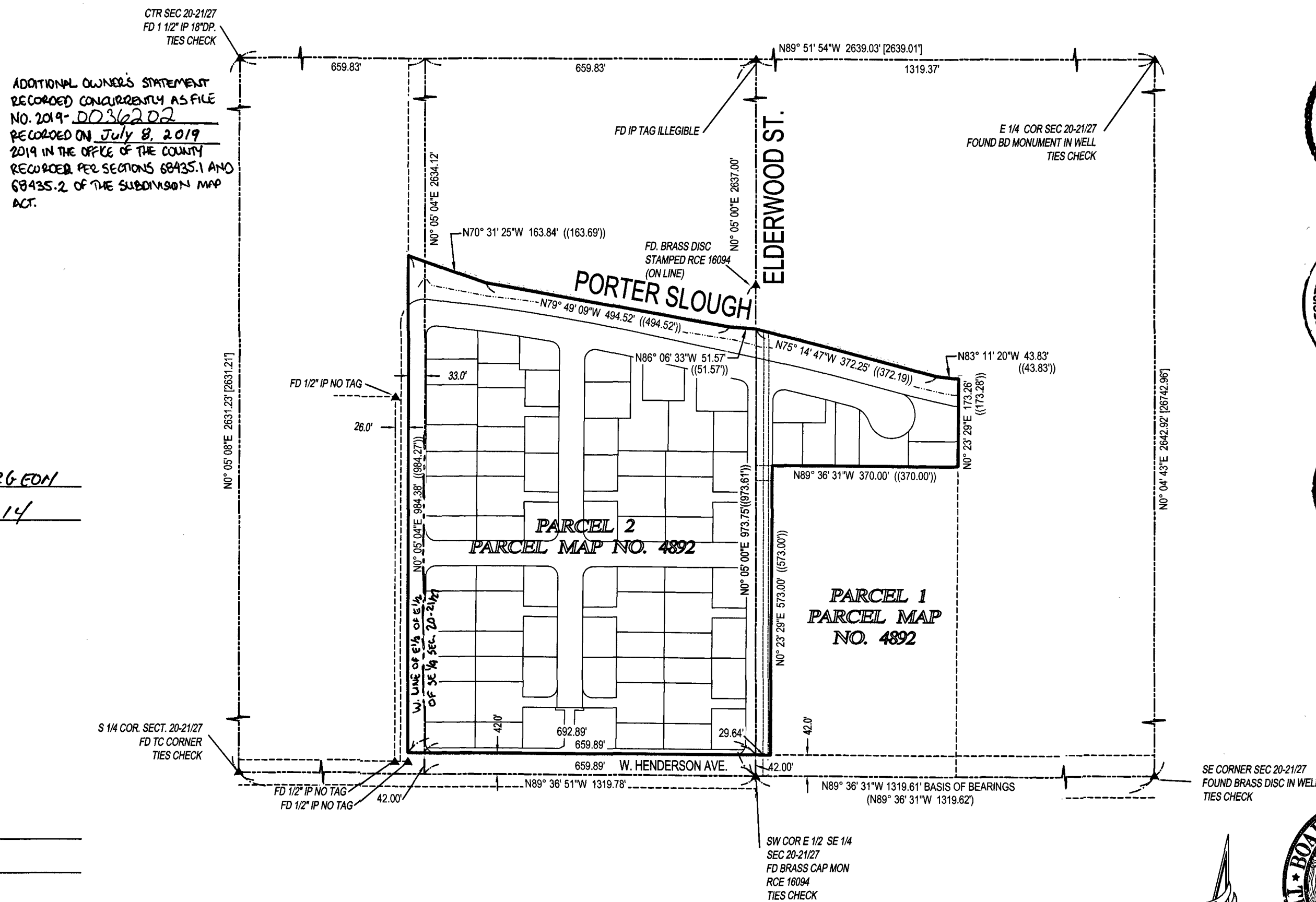
WITNESS MY HAND, AND OFFICIAL SEAL.

SIGNATURE _____ PRINT NAME _____
MY COMMISSION EXPIRES: _____ COMMISSION NO. _____

PRINCIPAL PLACE OF BUSINESS: _____ COUNTY

WINDSOR COURT SUBDIVISION

BEING A DIVISION OF PARCEL 2 OF PARCEL MAP NO. 4892 RECORDED IN BOOK 49 OF PARCEL MAPS AT PAGE 97, TULARE COUNTY RECORDS, LOCATED IN THE SOUTHEAST ¼ OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 27 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA.



ADDITIONAL OWNER'S STATEMENT
RECORDED CONSEQUENTLY AS FILE
NO. 2019-0036202
RECORDED ON JULY 8, 2019
2019 IN THE OFFICE OF THE COUNTY
RECORDER PER SECTIONS 68435.1 AND
68435.2 OF THE SUBDIVISION MAP
ACT.

S 1/4 COR. SEC. 20-21/27
FD TO CORNER
TIES CHECK

LANDSCAPE & LIGHTING ASSESSMENT DISTRICT

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

NOTICE TO HOMEOWNERS:

THIS SUBDIVISION IS WITHIN A LANDSCAPE MAINTENANCE DISTRICT AND MAINTENANCE FEE FOR LANDSCAPING, SIDEWALK, AND BLOCK WALL MAINTENANCE IS SUBJECT TO AN ANNUAL REVISION BASED ON ACTUAL MAINTENANCE COST

BASIS OF BEARINGS

THE SOUTH LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 SECTION 20-21/27, PER L.S. 20-30, RECORDED IN BOOK 23 OF LICENSED AT PAGE 30, T.C.R.

TAKEN AS: N 89° 36' 31" W

ZONING ADMINISTRATOR'S STATEMENT
I HEREBY STATE THAT THIS MAP CONFORMS TO THE APPROVED TENTATIVE MAP DATED THIS 27th DAY OF JUNE 2019.

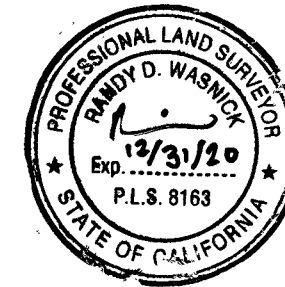
BY: M. Boyer

EASEMENTS OF RECORD (NOT PLOTTABLE)

EASEMENT FOR WATER DITCH IN HANNA AND MILLER REC. 7/16/1901 IN BK. 105, PG. 34 OF DEEDS
EASEMENT FOR PUBLIC UTILITIES IN FAVOR OF SOUTHERN CA. EDISON REC. 3/29/1950, AS INST. NO. 9118 IN BK. 1432, PG. 453, O.R.

LEGEND

- ▲ FOUND MONUMENT AS DESCRIBED
- ◆ SET 3/4" IRON PIPE TAGGED PLS 8163 AS S' WITNESS CORNER (DISTANCE IS TO TRUE CORNER)
- SET NAIL AND TAG STAMPED PLS 8163, IN CONCRETE
- SET 3/4" IRON PIPE TAGGED PLS 8163 AT ALL LOT CORNERS AND AS INDICATED ON THIS MAP
- SET BRASS CAP IN CONC. STAMPED PLS 8163 FLUSH PER CITY STANDARD M-2C
- ////// RELINQUISHED ACCESS RIGHTS
- PUE PUBLIC UTILITY EASEMENT
- PAE PEDESTRIAN ACCESS EASEMENT
- SUBDIVISION BOUNDARY
- (1) RECORD DATA PER RECORD OF SURVEY, RECORDED IN BK. 23 OF OF LICENSED SURVEYS AT PAGE 30, T.C.R., OR CALCULATED THEREFROM
- (11) RECORD DATA PER RECORD OF SURVEY, RECORDED IN BK. 19 OF OF LICENSED SURVEYS AT PAGE 96, T.C.R., OR CALCULATED THEREFROM
- ((1)) RECORD DATA PER PARCEL MAP NO. 4892, RECORDED IN BK. 49 OF OF PARCEL MAPS AT PAGE 97, T.C.R., OR CALCULATED THEREFROM
- C- CURVE (SEE TABLE SHEET 3 OF 3)
- (R) RADIAL
- ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.



SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF SAN JOAQUIN VALLEY HOMES, INC. AND SAID FIELD SURVEY IS TRUE AND COMPLETE AS SHOWN. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY, OR WILL OCCUPY, THE POSITIONS INDICATED WITHIN ONE YEAR OF THE RECORDING OF THIS MAP AND ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACTED. DATED THIS 20th DAY OF JUNE, 2019.

RANDY D. WASNICK

P.L.S. 8163

CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP, THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL OF THE PROVISIONS OF DIVISION 2, TITLE 7 OF THE GOVERNMENT CODE OF STATE OF CALIFORNIA AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH; AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT. DATED THIS 27th DAY OF JUNE, 2019.

MICHAEL K. REED, PUBLIC WORKS DIRECTOR

P.L.S. 7514

SOIL ENGINEER'S STATEMENT

I HEREBY STATE THAT A PRELIMINARY SOIL REPORT WAS SUBMITTED BY ME IN April 2017 IN ACCORDANCE WITH THE PROVISIONS OF ORDINANCE 900 OF THE MUNICIPAL CODE OF THE CITY OF PORTERVILLE AND THAT SAID REPORT IS ON FILE IN THE CITY BUILDING INSPECTOR'S OFFICE.

BY: D. Reed

DATE 6-26-19

CITY COUNCIL'S STATEMENT

THIS IS TO STATE THAT AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE HELD ON THE 24th DAY OF JULY 2019 AN ORDER WAS DULY AND REGULARLY MADE AND ENTERED APPROVING THIS MAP AND SUBDIVISION AND ACCEPTING, SUBJECT TO IMPROVEMENTS, ON BEHALF OF THE PUBLIC THE STREETS, AVENUES, EASEMENTS, AND ACCESS LIMITATION STRIPS, ALL AS SHOWN AND INDICATED WITHIN THE BOUNDARIES OF THE SUBDIVISION SHOWN UPON THIS MAP.

WITNESS MY HAND AND OFFICIAL SEAL OF THE CITY OF PORTERVILLE THIS 3rd DAY OF JULY, 2019

BY: City Clerk CHIEF DEPUTY

CITY CLERK'S STATEMENT

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

DATED THIS 3rd DAY OF JULY, 2019

BY: City Clerk CHIEF DEPUTY

BOARD OF SUPERVISOR'S STATEMENT

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

DATED THIS 3rd DAY OF July, 2019.

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

BY: Deputy FEE PAID \$87.00

RECORDER'S STATEMENT

DOCUMENT NO. 2019-0036201

FILED THIS 8th DAY OF July, 2019, AT 10:39 AM.

IN VOLUME 44 OF MAPS, AT PAGE 31 TULARE COUNTY RECORDS, AT THE REQUEST OF 4 CREEKS, INC.

ROLAND P. HILL
TULARE COUNTY ASSESSOR/CLERK-RECORDER

BY: Deputy

PREPARED BY:



324 S. SANTA FE, SUITE A
P.O. BOX 7593
VISALIA, CA 93291
TEL: 559.802.3052
FAX: 559.802.3215

SHEET 1 OF 3

VICINITY MAP
NO SCALE

SUBJECT
PROPERTY

WINDSOR COURT SUBDIVISION

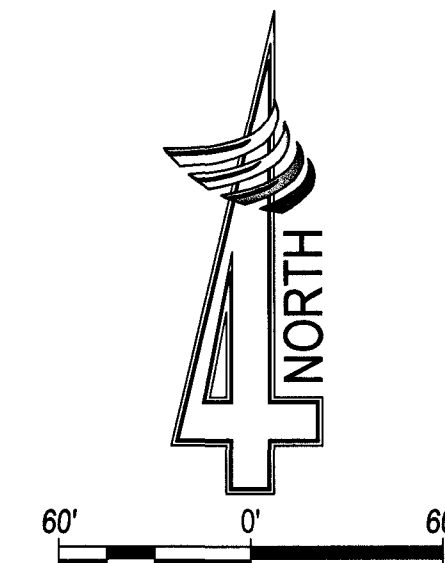
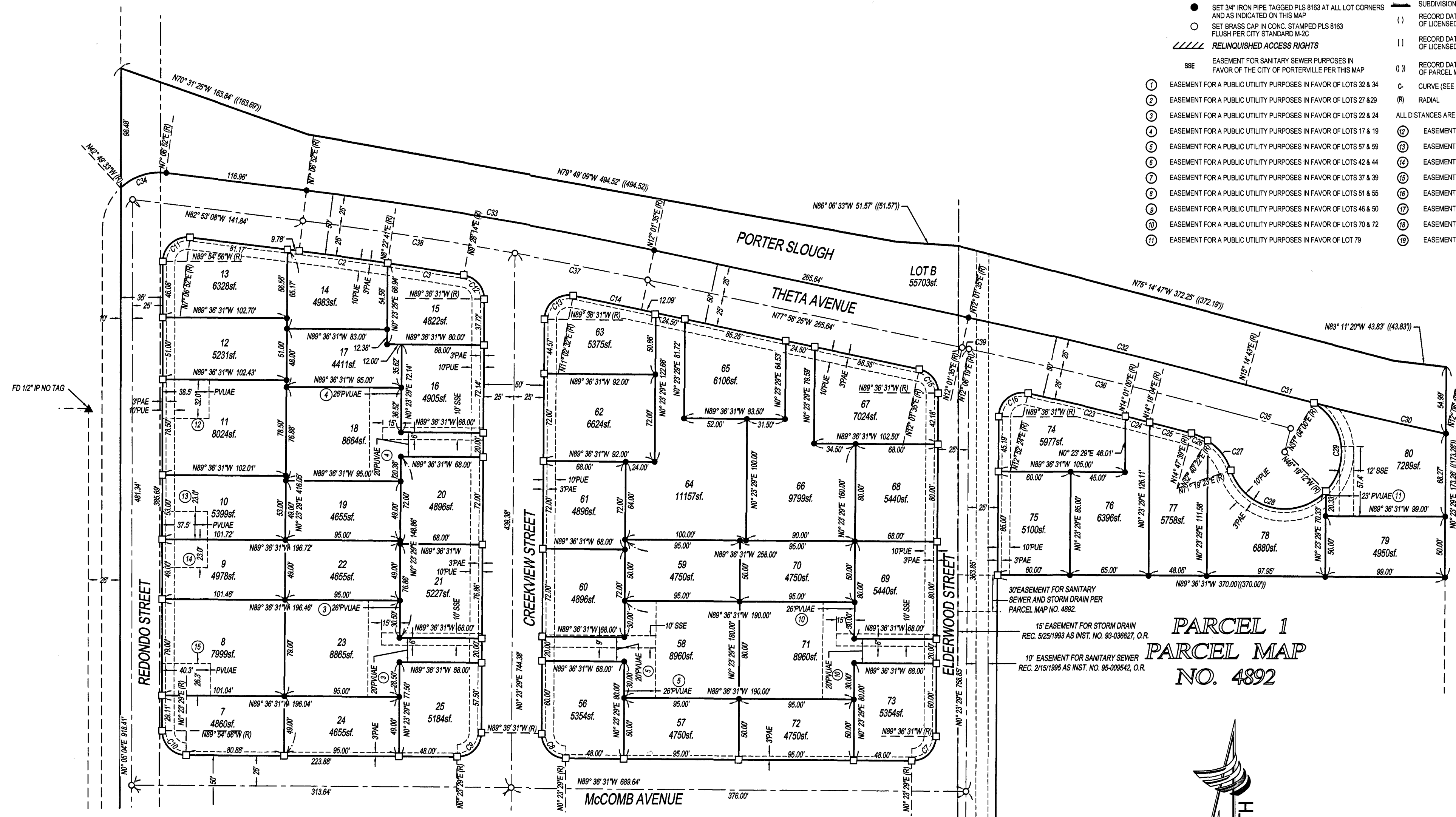
BASIS OF BEARINGS

THE SOUTH LINE OF THE EAST 1/2 OF THE
SOUTHEAST 1/4 SECTION 20-21-27, PER LS
20-30, RECORDED IN BOOK 23 OF LICENSED
AT PAGE 30, T.C.R.

TAKEN AS: N 89° 36' 31" W

LEGEND

- | | |
|---|---|
| ▲ FOUND MONUMENT AS DESCRIBED | PUE PUBLIC UTILITY EASEMENT |
| ◆ SET 3/4" IRON PIPE TAGGED PLS 8163 AS 5' WITNESS CORNER (DISTANCE IS TO TRUE CORNER) | PAE PEDESTRIAN ACCESS EASEMENT |
| □ SET NAIL AND TAG STAMPED PLS 8163, IN CONCRETE | PVUAE PUBLIC UTILITY, PEDESTRIAN AND VEHICLE ACCESS EASEMENT |
| ● SET 3/4" IRON PIPE TAGGED PLS 8163 AT ALL LOT CORNERS AND AS INDICATED ON THIS MAP | — SUBDIVISION BOUNDARY |
| ○ SET BRASS CAP IN CONC. STAMPED PLS 8163 FLUSH PER CITY STANDARD M-20 | () RECORD DATA PER RECORD OF SURVEY, RECORDED IN BK. 23 OF OF LICENSED SURVEYS AT PAGE 30, T.C.R., OR CALCULATED THEREFROM |
| //// RELINQUISHED ACCESS RIGHTS | (1) RECORD DATA PER RECORD OF SURVEY, RECORDED IN BK. 19 OF OF LICENSED SURVEYS AT PAGE 96, T.C.R., OR CALCULATED THEREFROM |
| SSE EASEMENT FOR SANITARY SEWER PURPOSES IN FAVOR OF THE CITY OF PORTERVILLE PER THIS MAP | (11) RECORD DATA PER PARCEL MAP NO. 4892, RECORDED IN BK. 49 OF OF PARCEL MAPS AT PAGE 97, T.C.R., OR CALCULATED THEREFROM |
| ① EASEMENT FOR A PUBLIC UTILITY PURPOSES IN FAVOR OF LOTS 32 & 34 | C- CURVE (SEE TABLE SHEET 3 OF 3) |
| ② EASEMENT FOR A PUBLIC UTILITY PURPOSES IN FAVOR OF LOTS 27 & 29 | (R) RADIAL |
| ③ EASEMENT FOR A PUBLIC UTILITY PURPOSES IN FAVOR OF LOTS 22 & 24 | ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF. |
| ④ EASEMENT FOR A PUBLIC UTILITY PURPOSES IN FAVOR OF LOTS 17 & 19 | ⑫ EASEMENT FOR A PUBLIC UTILITY PURPOSES IN FAVOR OF LOT 12 |
| ⑤ EASEMENT FOR A PUBLIC UTILITY PURPOSES IN FAVOR OF LOTS 57 & 59 | ⑬ EASEMENT FOR A PUBLIC UTILITY PURPOSES IN FAVOR OF LOT 9 |
| ⑥ EASEMENT FOR A PUBLIC UTILITY PURPOSES IN FAVOR OF LOTS 42 & 44 | ⑭ EASEMENT FOR A PUBLIC UTILITY PURPOSES IN FAVOR OF LOT 10 |
| ⑦ EASEMENT FOR A PUBLIC UTILITY PURPOSES IN FAVOR OF LOTS 37 & 39 | ⑮ EASEMENT FOR A PUBLIC UTILITY PURPOSES IN FAVOR OF LOT 7 |
| ⑧ EASEMENT FOR A PUBLIC UTILITY PURPOSES IN FAVOR OF LOTS 51 & 55 | ⑯ EASEMENT FOR A PUBLIC UTILITY PURPOSES IN FAVOR OF LOT 6 |
| ⑨ EASEMENT FOR A PUBLIC UTILITY PURPOSES IN FAVOR OF LOTS 46 & 50 | ⑰ EASEMENT FOR A PUBLIC UTILITY PURPOSES IN FAVOR OF LOT 3 |
| ⑩ EASEMENT FOR A PUBLIC UTILITY PURPOSES IN FAVOR OF LOTS 70 & 72 | ⑱ EASEMENT FOR A PUBLIC UTILITY PURPOSES IN FAVOR OF LOT 4 |
| ⑪ EASEMENT FOR A PUBLIC UTILITY PURPOSES IN FAVOR OF LOT 79 | ⑲ EASEMENT FOR A PUBLIC UTILITY PURPOSES IN FAVOR OF LOT 1 |



PREPARED BY:



4CREEKS

324 S. SANTA FE ST., STE. A
P.O. BOX 7593
VISALIA, CA 93292
TEL: 559.802.3052
FAX: 559.802.3215

SHEET 2 OF 3

WINDSOR COURT SUBDIVISION

BASIS OF BEARINGS

THE SOUTH LINE OF THE EAST 1/2 OF THE
SOUTHEAST 1/4 SECTION 20-21-27, PER L.S.
20-30, RECORDED IN BOOK 23 OF LICENSED
AT PAGE 30, T.C.R.

TAKEN AS: N 89° 36' 31" W

SEE SHEET 2 OF 3

LEGEND

- ▲ FOUND MONUMENT AS DESCRIBED
- ◆ SET 3/4" IRON PIPE TAGGED PLS 8163 AS 5' WITNESS CORNER (DISTANCE IS TO TRUE CORNER)
- SET NAIL AND TAG STAMPED PLS 8163, IN CONCRETE
- SET 3/4" IRON PIPE TAGGED PLS 8163 AT ALL LOT CORNERS AND AS INDICATED ON THIS MAP
- SET BRASS CAP IN CONC. STAMPED PLS 8163 FLUSH PER CITY STANDARD M-20
- //// RELINQUISHED ACCESS RIGHTS
- ▨ HATCH DENOTES PORTION OF LOT 33 AND 38 FOR FIRE LANE ACCESS EASEMENT TO THE CITY OF PORTERVILLE, PER THIS MAP ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.
- PUE PUBLIC UTILITY EASEMENT
- PVUAE PUBLIC UTILITY, PEDESTRIAN AND VEHICLE ACCESS EASEMENT
- PAE PEDESTRIAN ACCESS EASEMENT
- FAE FIRE LANE ACCESS EASEMENT
- ▬ SUBDIVISION BOUNDARY
- () RECORD DATA PER RECORD OF SURVEY, RECORDED IN BK. 23 OF OF LICENSED SURVEYS AT PAGE 30, T.C.R., OR CALCULATED THEREFROM
- [] RECORD DATA PER RECORD OF SURVEY, RECORDED IN BK. 19 OF OF LICENSED SURVEYS AT PAGE 96, T.C.R., OR CALCULATED THEREFROM
- () RECORD DATA PER PARCEL MAP NO. 4892, RECORDED IN BK. 49 OF OF PARCEL MAPS AT PAGE 97, T.C.R., OR CALCULATED THEREFROM
- C- CURVE (SEE TABLE SHEET 3 OF 3)
- (R) RADIAL
- SSE EASEMENT FOR SANITARY SEWER PURPOSES IN FAVOR OF THE CITY OF PORTERVILLE PER THIS MAP
- (1) EASEMENT FOR A PUBLIC UTILITY PURPOSES IN FAVOR OF LOTS 32 & 34
- (2) EASEMENT FOR A PUBLIC UTILITY PURPOSES IN FAVOR OF LOTS 27 & 29
- (3) EASEMENT FOR A PUBLIC UTILITY PURPOSES IN FAVOR OF LOTS 22 & 24
- (4) EASEMENT FOR A PUBLIC UTILITY PURPOSES IN FAVOR OF LOTS 17 & 19
- (5) EASEMENT FOR A PUBLIC UTILITY PURPOSES IN FAVOR OF LOTS 57 & 59
- (6) EASEMENT FOR A PUBLIC UTILITY PURPOSES IN FAVOR OF LOTS 42 & 44
- (7) EASEMENT FOR A PUBLIC UTILITY PURPOSES IN FAVOR OF LOTS 37 & 39
- (8) EASEMENT FOR A PUBLIC UTILITY PURPOSES IN FAVOR OF LOTS 51 & 55
- (9) EASEMENT FOR A PUBLIC UTILITY PURPOSES IN FAVOR OF LOTS 46 & 50
- (10) EASEMENT FOR A PUBLIC UTILITY PURPOSES IN FAVOR OF LOTS 70 & 72
- (11) EASEMENT FOR A PUBLIC UTILITY PURPOSES IN FAVOR OF LOT 79
- (12) EASEMENT FOR A PUBLIC UTILITY PURPOSES IN FAVOR OF LOT 12
- (13) EASEMENT FOR A PUBLIC UTILITY PURPOSES IN FAVOR OF LOT 9
- (14) EASEMENT FOR A PUBLIC UTILITY PURPOSES IN FAVOR OF LOT 10
- (15) EASEMENT FOR A PUBLIC UTILITY PURPOSES IN FAVOR OF LOT 7
- (16) EASEMENT FOR A PUBLIC UTILITY PURPOSES IN FAVOR OF LOT 6
- (17) EASEMENT FOR A PUBLIC UTILITY PURPOSES IN FAVOR OF LOT 3
- (18) EASEMENT FOR A PUBLIC UTILITY PURPOSES IN FAVOR OF LOT 4
- (19) EASEMENT FOR A PUBLIC UTILITY PURPOSES IN FAVOR OF LOT 1

PARCEL 1 PARCEL MAP NO. 4892

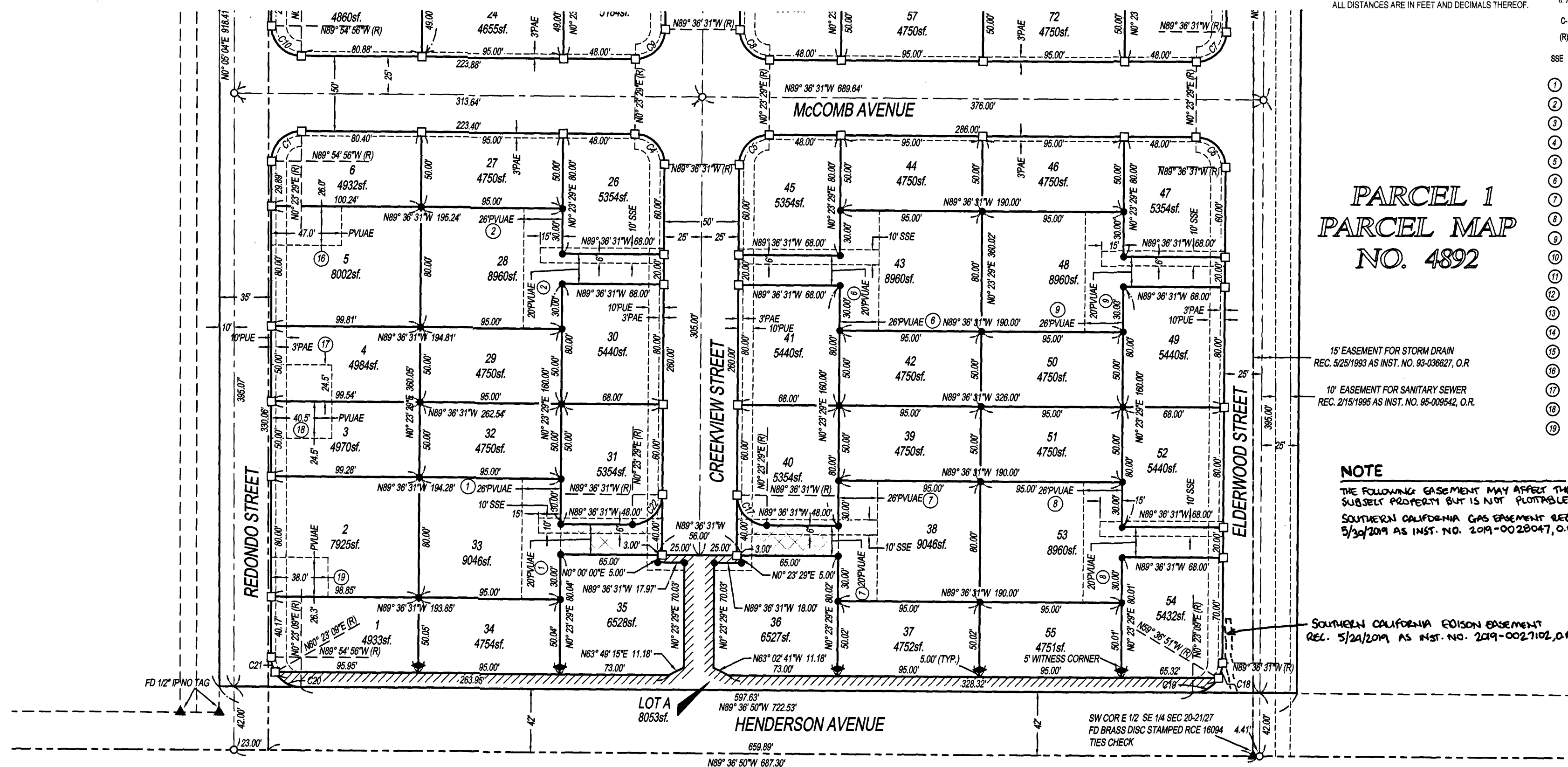
15' EASEMENT FOR STORM DRAIN
REC. 5/25/1993 AS INST. NO. 93-036627, O.R.

10' EASEMENT FOR SANITARY SEWER
REC. 2/15/1995 AS INST. NO. 95-009542, O.R.

NOTE

THE FOLLOWING EASEMENT MAY AFFECT THE
SUBJECT PROPERTY BUT IS NOT PLOTTABLE:
SOUTHERN CALIFORNIA GAS EASEMENT REC.
5/30/2019 AS INST. NO. 2019-0028047, O.R.

SOUTHERN CALIFORNIA Edison EASEMENT
REC. 5/24/2019 AS INST. NO. 2019-0027102, O.R.

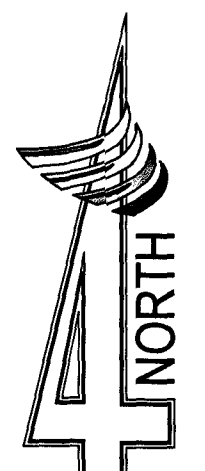


Curve Table				
Curve #	Length	Radius	Delta	Tangent
C1	31.52	20.00	90°18'25"	20.11
C2	73.90	3350.00	1°15'50"	36.95
C3	63.86	3350.00	1°05'32"	31.93
C4	31.42	20.00	90°00'00"	20.00
C5	31.42	20.00	90°00'00"	20.00
C6	31.42	20.00	90°00'00"	20.00
C7	31.42	20.00	90°00'00"	20.00
C8	31.42	20.00	90°00'00"	20.00
C9	31.42	20.00	90°00'00"	20.00
C10	31.31	20.00	89°41'35"	19.89

Curve Table				
Curve #	Length	Radius	Delta	Tangent
C11	33.87	20.00	97°01'48"	22.82
C12	28.25	20.00	80°55'15"	17.06
C13	35.13	20.00	100°39'03"	24.11
C14	57.55	3350.00	0°59'03"	28.77
C15	27.35	20.00	78°21'54"	16.30
C16	35.77	20.00	102°28'55"	24.91
C17	31.42	20.00	90°00'00"	20.00
C18	10.47	20.00	29°59'40"	5.36
C19	20.94	20.00	60°00'00"	11.55
C20	20.94	20.00	60°00'00"	11.55

Curve Table				
Curve #	Length	Radius	Delta	Tangent
C21	10.37	20.00	29°41'54"	5.30
C22	31.42	20.00	90°00'00"	20.00
C23	82.82	4150.00	1°08'36"	41.41
C24	20.59	4150.00	0°17'03"	10.30
C25	35.72	4150.00	0°29'35"	17.86
C26	14.67	47.00	17°52'43"	7.39
C27	31.71	47.00	38°39'01"	16.48
C28	96.50	47.00	117°38'35"	77.67
C29	84.17	47.00	102°36'48"	58.68
C30	112.00	3111.77	2°03'44"	56.01

Curve Table				
Curve #	Length	Radius	Delta	Tangent
C31	58.53	3111.77	1°04'40"	29.26
C32	235.94	4200.00	3°13'07"	118.00
C33	291.50	3400.00	4°54'44"	145.84
C34	40.97	47.00	49°56'25"	21.89
C35	45.42	3136.77	0°49'47"	22.71
C36	228.80	4175.00	3°08'24"	114.43
C37	112.15	3375.00	1°54'14"	56.08
C38	177.20	3375.00	3°00'30"	86.62
C39	5.74	4175.00	0°04'43"	2.87



60' 0' 60'

PREPARED BY:



4CREEKS

324 S. SANTA FE ST., STE. A
P.O. BOX 7593
VISALIA, CA 93292
TEL: 559.802.3052
FAX: 559.802.3215

SHEET 3 OF 3

RECORDING REQUESTED BY

NAME: First American/SPL

WHEN RECORDED MAIL TO:

NAME: First American Title

ADDRESS: 484 N. Prospect Street, Suite C

CITY / STATE / ZIP: Porterville, CA 93257

(DOCUMENT WILL ONLY BE RETURNED TO NAME & ADDRESS IDENTIFIED ABOVE)



2019-0036201

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

REC FEE 12.00
AFF SB2 HOUSE 75.00

10:39AM 08-Jul-2019

10
Page 1 of 3

*MAP
att*

(SPACE ABOVE FOR RECORDER'S USE)

Subdivision Guarantee
(DOCUMENT TITLE)

BK - 44 PG - 31

SUBDIVISION GUARANTEE

Fee: \$150.00

No.:

Subdivision: WINDSOR COURT SIBDIVISION

First American Title Insurance Company
a corporation

GUARANTEES

The County of Tulare and any City within which said subdivision is located in a sum not exceeding \$1,000.00.

That, according to those public records which, under the recording laws, impart constructive notice of matters affecting the title to the land included within the exterior boundary shown on the map of the above referenced subdivision, the only parties having any record title interest in said land whose signatures are necessary, under the requirements of the Subdivision Map Act, on the certificates consenting to the recordation of said map and offering for dedication any streets, roads, avenues and other easements offered for dedication by said map are:

Presidio JJR Cambria 80, LLC, a Delaware limited liability company - RECORD OWNER

SureTec Insurance Company, a Corporation -- AS BENEFICIARY

1. General and special taxes and assessments for the fiscal year 2019-2020, a lien not yet due or payable.
2. Taxes and assessments, if any, of the PORTERVILLE IRRIGATION District.
3. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
4. An easement for WATER DITCH, PORTER SLOUGH and incidental purposes in the document recorded July 16, 1901 in Book 105 of Deeds, Page 34.

The location of the easement cannot be determined from record information.

5. An easement for POLES AND POLE LINES and incidental purposes in the document recorded March 22, 1912 as BOOK 20, PAGE 196 of Official Records.
6. An easement for POLE LINES AND/OR UNDERGROUND CONDUITS and incidental purposes in the document recorded March 29, 1950 as INSTRUMENT NO. 9118 IN BOOK 1432, PAGE 452 of Official Records.

7. An easement for UTILITIES, IRRIGATION, INGRESS AND EGRESS PURPOSES, INCLUDING BUT NOT LIMITED TO ROADS, SEWERS, WATER, GAS, POWER AND TELEPHONE LINES, PIPELINES AND IRRIGATION DITCHES AND APPURTENANCES THERETO and incidental purposes in the document recorded December 20, 1968 as INSTRUMENT NO. 42594 IN BOOK 2819, PAGE 809 of Official Records.
8. An easement for CONSTRUCTION, INSTALLATION, REPAIR, REPLACEMENT AND MAINTENANCE OF A STORM DRAIN, PIPELINE AND NECESSARY OR CONVENIENT APPURTENANCES and incidental purposes in the document recorded January 31, 1980 as INSTRUMENT NO. 5775 IN BOOK 3736, PAGE 970 of Official Records.
9. An easement for A TEMPORARY TURNAROUND, INGRESS AND EGRESS, PEDESTRIAN INGRESS AND EGRESS, THE OPERATION, MAINTENANCE AND REPAIR AND REPLACEMENT OF SANITARY SEWER PIPE LINES, THE OPERATION, MAINTENANCE, REPAIR AND REPLACEMENT OF A SANITARY SEWER LIFT STATION AND NECESSARY OR CONVENIENT APPURTENANCES, THE OPERATION, MAINTENANCE, REPAIR AND REPLACEMENT OF A DOMESTIC WATER LINE, PONDING AND SURFACE FLOW OF STORM WATER and incidental purposes in the document recorded October 15, 1992 as INSTRUMENT NO. 92-76350 of Official Records.

The effect of a document entitled "QUITCLAIM DEED", recorded December 17, 1993 as INSTRUMENT NO. 93-91954 of Official Records.

10. An easement for THE OPERATION, MAINTENANCE, REPAIR AND REPLACEMENT OF AN UNDERGROUND STORM DRAIN PIPELINE AND NECESSARY OR CONVENIENT APPURTENANCES and incidental purposes in the document recorded May 25, 1993 as INSTRUMENT NO. 93-036627 of Official Records.
11. An easement for THE OPERATION, MAINTENANCE, REPAIR AND REPLACEMENT OF AN UNDERGROUND STORM DRAIN PIPE LINE, THE OPERATION, MAINTENANCE, REPAIR AND REPLACEMENT OF A SANITARY SEWER PIPE LINE, STORM WATER SURFACE FLOW AND RETENTION, A TEMPORARY TURNAROUND, THE OPERATION, MAINTENANCE, REPAIR AND REPLACEMENT OF A SANITARY SEWER LINE and incidental purposes in the document recorded February 15, 1995 as INSTRUMENT NO. 95-9542 of Official Records.
12. Terms, provisions, covenants, restrictions and conditions contained in a document executed pursuant to the California Land Conservation Act of 1965 (Williamson Act) and recorded November 13, 1996 as INSTRUMENT NO. 96-82916 of Official Records.
13. An easement shown or dedicated on the Map as referred to in the legal description

For: SANITARY SEWER, STORM DRAIN and incidental purposes.
14. The following matters shown or disclosed by the filed or recorded map referred to in the legal description: VARIOUS NOTES AND RECITALS
15. Water rights, claims or title to water, whether or not shown by the public records.
16. Any claim that any portion of the land is below the ordinary high water mark where it was located prior to any artificial or avulsive changes in the location of the shoreline or riverbank.

17. Any rights, interests, or easements in favor of the public, which exist or are claimed to exist over any portion of said land covered by water, including a public right of access to the water.
18. Any claim that any portion of the land is or was formerly tidelands or submerged lands.
19. Rights of parties in possession.
20. An easement for ELECTRICAL LINES CONSISTING OF POLES AND TOWERS and incidental purposes, recorded MAY 24, 2019 as INSTRUMENT NO. 2019-0027102 of Official Records.
In Favor of: SOUTHERN CALIFORNIA EDISON COMPANY
Affects: AS DESCRIBED THEREIN
21. An easement for PIPELINES AND CONDUITS FOR THE TRANSPORTATION AND DISTRIBUTION OF NATURAL GAS AND COMMUNICATIONS and incidental purposes, recorded MAY 30, 2019 as INSTRUMENT NO. 2019-0028047 of Official Records.
In Favor of: SOTHERN CALIFORNIA GAS COMPANY
Affects: AS DESCRIBED THEREIN
22. A Deed of Trust to secure an original indebtedness of \$NONE SHOWN recorded JUNE 21, 2019 as INSTRUMENT NO. 2019-0033142 of Official Records.
Dated: JUNE 5, 2019
Trustor: PRESIDIO JJR CAMBRIA 80, LLC
Trustee: SURETEC INFORMATION SYSTEMS, INC.
Beneficiary: SURETEC INSURANCE COMPANY

The map hereinbefore referred to is a subdivision of:

PARCEL 2 OF PARCEL MAP NO. 4892, IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 49, PAGE 97 OF PARCEL MAPS.

Dated: July 5, 2019

First American Title Insurance Company



Dennis J. Gilmore
President



Jeffrey S. Robinson
Secretary

RECORDING REQUESTED BY

NAME: First American/SPL

WHEN RECORDED MAIL TO:

NAME: Presidio JJR, Cambria 80, LLC

ADDRESS: 5607 Avenida de los Robles

CITY / STATE / ZIP: Visalia, CA 93291

(DOCUMENT WILL ONLY BE RETURNED TO NAME & ADDRESS IDENTIFIED ABOVE)



2019-0036202

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

REC FEE 27.00

AFF SB2 HOUSE 75.00

10:39AM 08-Jul-2019

JD
Page 1 of 3

(SPACE ABOVE FOR RECORDER'S USE)

Beneficiary Statement
(DOCUMENT TITLE)

BENEFICIARY STATEMENT

For Final Subdivision Map

Re: WINDSOR COURT SUBDIVISION

APN: 240-050-033 & 034

The undersigned, as Beneficiary under the Deed of Trust recorded June 21, 2019 as Document Number 2019-0033142 of Official Records of Tulare County, does hereby join in and consent to the execution of the Owner's Statement and the preparation and recordation of the Map and all Deeds and Dedications thereon.

Beneficiary:

SureTec Insurance Company, a Corporation

BY:

Dave B. Roalkvam, Vice President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California

County of San Diego

On July 3, 2019 before me, Ruth Alonso, Notary Public

personally appeared Dave B. Roalkvam

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

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

WITNESS my hand and official seal.



Ruth Alonso
Signature of Notary

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☒ CORPORATE OFFICER

- ☐ PARTNER(S)
☐ MEMBER of LLC
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR

OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

SureTec Insurance Company

DESCRIPTION OF ATTACHED DOCUMENT

Beneficiary statement for final subdivision map
Title or Type of Document

1
Number of Pages

7/3/19
Date of Document

Signer(s) other than named above

CITY OF PORTERVILLE
ENGINEER'S REPORT FOR LANDSCAPING AND LIGHTING
MAINTENANCE DISTRICT NO. 48

SECTION 1. Authority for Report

This report is prepared by order of the City Council of the City of Porterville Resolution No. 115-2007. The report is in compliance with the requirement of Article 4, Chapter 1, Division 15 of the Streets and Highways Code, State of California (Landscape and Lighting Act of 1972).

SECTION 2. General Description

The City Council has elected to include landscaping and lighting at Nader Homes Subdivision into the Landscape and Lighting Maintenance District No. 48. The City Council has determined that the areas to be landscaped and lighted will have an effect upon all parcels within the proposed boundaries of the District. The areas for street lights are included on all streets within the subdivision. The landscaping includes 508 feet of masonry wall along State Hwy 65 on the East side of the subdivision as well as a landscaped area along State Hwy 65. The landscape and wall maintenance includes: irrigation, mowing, pruning, cleaning, repairing, painting, vegetation and rodent control, and a set aside amount for replacement.

SECTION 3. Plans and Specifications

The plans and specifications for the lighting were prepared by the developer and are in conformance with the requirements of the City of Porterville. All lights to be maintained will be shown on the subdivision maps as roadway rights-of-way, or easements to be granted to the City of Porterville. The total street lights to be maintained are 11. Total landscaped area to be maintained is 508 lineal feet of masonry wall, and 8,450 square feet of landscaped area.

Maintenance activities within the Landscape and Lighting Maintenance District No. 48 are to include landscape and lighting maintenance.

SECTION 4. Improvements

Landscape and lighting improvements were made by the developer of Nader Homes Subdivision.

SECTION 5. Estimated Costs

The construction cost will be borne by the developer and will not be assessed. The subdivision map has been filed for record and the improvements have been installed and certain maintenance on the areas will be necessary during fiscal year 2020-2021. It is appropriate that the assessments be made in advance of the anticipated expenditure to provide working capital for the maintenance effort. In this District assessments will be made during the 2020-2021 Fiscal Year.

Estimated Assessment 2020-2021

Maintenance	8,450 sq.ft, of landscaping area, 508 lineal feet of masonry wall		
Lighting	11 ea. @ 5,800 lumens		
Project Management	43 lots		
Fund Balance	\$ -		
Landscape	8,450 sq. ft. @ \$0.350	= \$	2,957.50
Graffiti Maintenance	8,450 sq. ft. @ \$0.010	= \$	84.50
Tree Maintenance	8,450 sq. ft. @ \$0.025	= \$	211.25
Postage/Printing	8,450 sq. ft. @ \$0.012	= \$	101.40
Utilities	8,450 sq. ft. @ \$0.140	= \$	1,183.00

Repair/Maintenance	8,450 sq. ft. @ \$0.025	=	\$ 211.25
Total Maintenance	\$0.562	=	\$ 4,748.90
Maintenance	8,450 sq.ft. \$0.562	=	\$ 4,748.90
Administrative Fee	\$ 4,478.90 \$0.10	=	\$ 474.89
County Fee	43 lots @ \$ 1.00 per lot	=	\$ 43.00
Reserves 15% of total cost of maintenance		=	\$ 712.34
Estimated Cost Per Year	\$ 5,979.13/43	=	\$ 139.05

**Lighting costs are based on 29% benefit of total cost because lights are spaced closer together resulting in 40% more lights than the city standard outside the maintenance district.

After the 2020-2021 fiscal year, the assessments shall be increased with the cost of service. The increased cost of services shall be the lesser of the actual prior year's cost or the prior year's estimated cost adjusted according to the annualized Consumer Price Index rate. The Consumer Price Index is based on the San Francisco Model, and any increase for the year 2021-2022 will refer back to the prior year's CPI. In the event that the costs of services provided do not increase to exceed the full amount of CPI from one year , such excess CPI percentage shall be carried over from year to year and may be utilized to increase the amount of assessment in future years.

SECTION 6. Assessment Diagram

A copy of the proposed assessment diagram entitled "Landscape and Lighting Maintenance District No. 48 is attached to this report and by reference is made part thereof.

SECTION 7. Assessment

The initial cost of constructing improvements has been borne by the developer. The improvement areas are established for the benefit of all properties within the proposed Landscape and Lighting Maintenance District No. 48. The establishment and maintenance of the improvements is a vital part of the development of Nader Homes Subdivision. The City Council of Porterville has determined that to insure satisfactory levels of maintenance for the landscape and lighting at Nader Homes Subdivision, it should become Landscape and Lighting Maintenance District No. 48. The subdivision consists of 43 Lots. The Landscape area, which benefits the 43 lots, is located along the easterly boundary of the subdivision along State Hwy 65.

Landscape and Lighting Maintenance District No. 48 will consist of an area comprising approximately 8.80 acres. A total of 43 lots are proposed to be developed. The improvements will consist of those improvements described in Section 4 of this report. The maintenance of the improvements is a vital part of the development for the protection or safety, economic and humanistic values. The City Council has determined that, for the preservation of values incorporated within this development, all lots will receive equal benefit from the landscaping and street lighting.

The determination of benefits takes into consideration the following facts:

1. The purpose of the improvements is to provide a favorable aesthetic appearance of the area.
2. Properly maintained landscaping and lighting benefits all properties in the development.
3. The lots not adjacent to the landscaping and lighting facility improvements benefit for the maintenance equally to those lots adjacent to the improvements.

Estimated 2020-2021 Assessment

$$\text{Assessment (A)} = \frac{\$ 5,979.13}{\text{Number of Lots (L)}}$$

$$A = \frac{\$ 5,979.13}{43} = \$139.04 \text{ per lot for Nader Homes Subdivision}$$

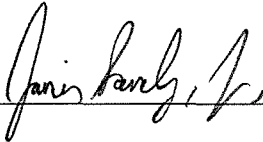
Total Assessment for 2020-2021 = \$ 5,979.13

Total developed lot count is 43 lots.

SECTION 8. Order of Events

1. City Council adopts Resolution Instituting Proceedings, appoints an Engineer of Work and Orders Engineer's Report.
2. City Council Adopts Resolution of Preliminary Approval of Engineer's Report.
3. City Council Adopts Resolution of Intention to Order the Formation of Landscape and Lighting Maintenance District No. 48 and determines the district.
4. City Council adopts Resolution Ordering the Improvements and the Formation of Landscape and Lighting Maintenance District No. 48.
5. Every year between April and June the Engineer of Work file a report with the City Council.

6. Every year between April and June, the City Council conducts a public hearing and approves, or modifies the individual assessments.



Javier Sanchez, Jr.
Engineer of Work

CITY OF PORTERVILLE
ENGINEER'S REPORT FOR LANDSCAPING AND LIGHTING
MAINTENANCE DISTRICT NO. 49

SECTION 1. Authority for Report

This report is prepared by order of the City Council of the City of Porterville Resolution No.136-2004. The report is in compliance with the requirement of Article 4, Chapter 1, Division 15 of the Streets and Highways Code, State of California (Landscape and Lighting Act of 1972).

SECTION 2. General Description

The City Council has elected to include landscaping and lighting at Ranch Victoria (Phases 2, 3 & 4) Subdivision into the Landscape and Lighting Maintenance District No. 49. The City Council has determined that the areas to be landscaped and lighted will have an effect upon all parcels within the proposed boundaries of the District. The areas for street lights are included on all streets within the subdivision. The landscaping includes a landscaped area along the frontage of the drainage reservoir on Cleveland Avenue. The landscape and wall maintenance includes: irrigation, mowing, pruning, cleaning, repairing, painting, vegetation and rodent control, and a set aside amount for replacement.

SECTION 3. Plans and Specifications

The plans and specifications for the lighting were prepared by the developer and are in conformance with the requirements of the City of Porterville. All lights to be maintained will be shown on the subdivision maps as roadway rights-of-way, or easements to be granted to the City of Porterville. The total street lights to be maintained are 13. Total landscaped area to be maintained is 1,535 square feet.

Maintenance activities within the Landscape and Lighting Maintenance District No. 49 are to include landscape and lighting maintenance.

SECTION 4. Improvements

Landscape and lighting improvements were made by the developer of Ranch Victoria (Phases 2, 3 & 4) Subdivision.

SECTION 5. Estimated Costs

The construction cost will be borne by the developer and will not be assessed. The subdivision map has been filed for record and the improvements have been installed and certain maintenance on the areas will be necessary during fiscal year 2020-2021. It is appropriate that the assessments be made in advance of the anticipated expenditure to provide working capital for the maintenance effort. In this District assessments will be made during the 2020-2021 Fiscal Year.

Estimated Assessment 2020-2021

Maintenance	1,535 sq.ft, of landscaping area,		
Lighting	12 ea. @ 5,800 lumens, 1 @ 16,000		
Project Management	44 lots		
Fund Balance	\$ -		
Landscape	1,535 sq. ft. @ \$0.450	= \$	690.75
Graffiti Maintenance	1,535 sq. ft. @ \$0.090	= \$	138.15
Tree Maintenance	1,535 sq. ft. @ \$0.150	= \$	230.25
Postage/Printing	1,535 sq. ft. @ \$0.070	= \$	107.45
Utilities	1,535 sq. ft. @ \$0.150	= \$	230.25
Repair/Maintenance	1,535 sq. ft. @ <u>\$0.150</u> \$ 1.06	= \$ = \$	<u>230.25</u> 1,627.10

Maintenance	1,535 sq.ft. \$1.06	= \$ 1,627.10
Administrative Fee	\$1,627.10 x \$0.10	= \$ 162.71
County Fee	44 lots @ \$ 1.00 per lot	= \$ 44.00
Reserves 15% of total cost of Maintenance		= <u>\$ 244.06</u>
		= \$ 2,077.87

Estimated Cost Per Year \$ \$ 2,077.87/44 = \$ 47.22

Total 2020-2021 Initial Assessment

**Lighting costs are based on 29% benefit of total cost because lights are spaced closer together resulting in 40% more lights than the city standard outside the maintenance district.

After the 2020-2021 fiscal year, the assessments shall be increased with the cost of service. The increased cost of services shall be the lesser of the actual prior year's cost or the prior year's estimated cost adjusted according to the annualized Consumer Price Index rate. The Consumer Price Index is based on the San Francisco Model, and any increase for the year 2020-2021 will refer back to the prior year's CPI. In the event that the costs of services provided do not increase to exceed the full amount of CPI from one year , such excess CPI percentage shall be carried over from year to year and may be utilized to increase the amount of assessment in future years.

SECTION 6. Assessment Diagram

A copy of the proposed assessment diagram entitled "Landscape and Lighting Maintenance District No. 49 is attached to this report and by reference is made part thereof.

SECTION 7. Assessment

The initial cost of constructing improvements has been borne by the developer. The improvement areas are established for the benefit of all properties within the proposed Landscape and Lighting Maintenance District No. 49. The establishment and maintenance of the improvements is a vital part of the development of Ranch Victoria Subdivision. The City Council of Porterville has determined that to insure satisfactory levels of maintenance for the landscape and lighting at Ranch Victoria (Phases 2, 3 & 4) Subdivision, it should become Landscape and Lighting Maintenance District No. 49. The subdivision consists of 44 Lots. The Landscape area, which benefits the 44 lots, is located along the drainage basin frontage on Cleveland Avenue.

Landscape and Lighting Maintenance District No. 49 will consist of an area comprising approximately 10.10 acres. A total of 44 lots are proposed to be developed. The improvements will consist of those improvements described in Section 4 of this report. The maintenance of the improvements is a vital part of the development for the protection or safety, economic and humanistic values. The City Council has determined that, for the preservation of values incorporated within this development, all lots will receive equal benefit from the landscaping and street lighting.

The determination of benefits takes into consideration the following facts:

1. The purpose of the improvements is to provide a favorable aesthetic appearance of the area.
2. Properly maintained landscaping and lighting benefits all properties in the development.
3. The lots not adjacent to the landscaping and lighting facility improvements benefit for the maintenance equally to those lots adjacent to the improvements.

Estimated 2020-2021 Assessment

$$\text{Assessment (A)} = \frac{\$ 2,077.87}{44}$$

$$A = \frac{\$ 2,077.87}{44} = \$ 47.22 \text{ per lot for Ranch Victoria Subdivision}$$

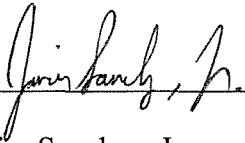
Total Assessment for 2020-2021 = \$ 2,077.87

Total developed lot count is 44 lots.

SECTION 8. Order of Events

1. City Council adopts Resolution Instituting Proceedings, appoints an Engineer of Work and Orders Engineer's Report.
2. City Council Adopts Resolution of Preliminary Approval of Engineer's Report.
3. City Council Adopts Resolution of Intention to Order the Formation of Landscape and Lighting Maintenance District No. 49 and determines the district.
4. City Council adopts Resolution Ordering the Improvements and the Formation of Landscape and Lighting Maintenance District No. 49.
5. Every year between April and June the Engineer of Work file a report with the City Council.

6. Every year between April and June, the City Council conducts a public hearing and approves, or modifies the individual assessments.



Javier Sanchez, Jr.
Engineer of Work

CITY OF PORTERVILLE
ENGINEER'S REPORT FOR LANDSCAPING AND LIGHTING
MAINTENANCE DISTRICT NO. 50

SECTION 1. Authority for Report

This report is prepared by order of the City Council of the City of Porterville Resolution No.81-2013. The report is in compliance with the requirement of Article 4, Chapter 1, Division 15 of the Streets and Highways Code, State of California (Landscape and Lighting Act of 1972).

SECTION 2. General Description

The City Council has elected to include landscaping and lighting at Riverview Estates Phase 5 Subdivision into the Landscape and Lighting Maintenance District No. 50. The City Council has determined that the areas to be landscaped and lighted will have an effect upon all parcels within the proposed boundaries of the District. The areas for street lights are included on all streets within the subdivision. The landscaping includes a landscaped area along the 3 drainage basin parcels located on Parkwest Street. The landscape maintenance includes: irrigation, mowing, pruning, vegetation and rodent control, and a set amount aside for replacement.

SECTION 3. Plans and Specifications

The plans and specifications for the lighting were prepared by the developer and are in conformance with the requirements of the City of Porterville. All lights to be maintained will be shown on the subdivision maps as roadway rights-of-way, or easements to be granted to the City of Porterville. The total street lights to be maintained are 7. Total landscaped area to be maintained is 2,190 square feet.

Maintenance activities within the Landscape and Lighting Maintenance District No. 50 are to include landscape and lighting maintenance.

SECTION 4. Improvements

Landscape and lighting improvements were made by the developer of Riverview Estates Subdivision.

SECTION 5. Estimated Costs

The construction cost will be borne by the developer and will not be assessed. The subdivision map has been filed for record and the improvements have been installed and certain maintenance on the areas will be necessary during fiscal year 2020-2021. It is appropriate that the assessments be made in advance of the anticipated expenditure to provide working capital for the maintenance effort. In this District assessments will be made during the 2020-2021 Fiscal Year.

Estimated Assessment 2020-2021

Maintenance	2,190 sq.ft, of landscaping area,		
Lighting	7 ea. @ 5,800 lumens, 1 @ 16,000		
Project Management	33 lots		
Fund Balance	\$ -		
Landscape	2,190 sq. ft. @ \$0.450	= \$	985.50
Graffiti Maintenance	2,190 sq. ft. @ \$0.090	= \$	197.10
Tree Maintenance	2,190 sq. ft. @ \$0.150	= \$	328.50
Postage/Printing	2,190 sq. ft. @ \$0.070	= \$	153.30
Utilities	2,190 sq. ft. @ \$0.150	= \$	328.50
Repair/Maintenance	2,190 sq. ft. @ \$0.150	= \$	328.50
	\$ 1.06	= \$	2,321.40

Maintenance	2,190 sq.ft.	\$1.06	=	\$ 2,321.40
Administrative Fee	\$2,321.40	x \$0.10	=	\$ 232.14
County Fee	33 lots @	\$ 1.00 per lot	=	\$ 33.00
Reserves 15% of total cost of	Maintenance		=	\$ 348.21
Estimated Cost Per Year	\$ \$ 2,934.75/33		=	\$ 88.93

Total 2020-2021 Initial Assessment

**Lighting costs are based on 29% benefit of total cost because lights are spaced closer together resulting in 40% more lights than the city standard outside the maintenance district.

After the 2020-2021 fiscal year, the assessments shall be increased with the cost of service. The increased cost of services shall be the lesser of the actual prior year's cost or the prior year's estimated cost adjusted according to the annualized Consumer Price Index rate. The Consumer Price Index is based on the San Francisco Model, and any increase for the year 2021-2022 will refer back to the prior year's CPI. In the event that the costs of services provided do not increase to exceed the full amount of CPI from one year , such excess CPI percentage shall be carried over from year to year and may be utilized to increase the amount of assessment in future years.

SECTION 6. Assessment Diagram

A copy of the proposed assessment diagram entitled "Landscape and Lighting Maintenance District No. 50 is attached to this report and by reference is made part thereof.

SECTION 7. Assessment

The initial cost of constructing improvements has been borne by the developer. The improvement areas are established for the benefit of all properties within the proposed Landscape and Lighting Maintenance District No. 50. The establishment and maintenance of the improvements is a vital part of the development of Riverview Estates Subdivision. The City Council of Porterville has determined that to insure satisfactory levels of maintenance for the landscape and lighting at Riverview Estates (Phase 5) Subdivision, it should become Landscape and Lighting Maintenance District No. 50. The subdivision consists of 33 Lots. The Landscape area, which benefits the 33 lots, is located along the drainage basin frontage on Parkwest Street.

Landscape and Lighting Maintenance District No. 50 will consist of an area comprising approximately 7.47 acres. A total of 33 lots are proposed to be developed. The improvements will consist of those improvements described in Section 4 of this report. The maintenance of the improvements is a vital part of the development for the protection or safety, economic and humanistic values. The City Council has determined that, for the preservation of values incorporated within this development, all lots will receive equal benefit from the landscaping and street lighting.

The determination of benefits takes into consideration the following facts:

1. The purpose of the improvements is to provide a favorable aesthetic appearance of the area.
2. Properly maintained landscaping and lighting benefits all properties in the development.
3. The lots not adjacent to the landscaping and lighting facility improvements benefit for the maintenance equally to those lots adjacent to the improvements.

Estimated 2020-2021 Assessment

$$\text{Assessment (A)} = \frac{\$ 2,934.75}{33}$$

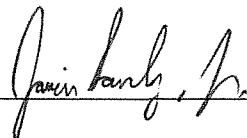
$$A = \frac{\$ 2,934.75}{33} = \$ 88.92 \text{ per lot for River Estates Phase 5 Subdivision}$$

Total Assessment for 2020-2021 = \$ 2,934.75

Total developed lot count is 33 lots.

SECTION 8. Order of Events

1. City Council adopts Resolution Instituting Proceedings, appoints an Engineer of Work and Orders Engineer's Report.
2. City Council Adopts Resolution of Preliminary Approval of Engineer's Report.
3. City Council Adopts Resolution of Intention to Order the Formation of Landscape and Lighting Maintenance District No. 50 and determines the district.
4. City Council adopts Resolution Ordering the Improvements and the Formation of Landscape and Lighting Maintenance District No. 50.
5. Every year between April and June the Engineer of Work file a report with the City Council.
6. Every year between April and June, the City Council conducts a public hearing and approves, or modifies the individual assessments.



Javier Sanchez, Jr.
Engineer of Work

CITY OF PORTERVILLE
ENGINEER'S REPORT FOR LANDSCAPING AND LIGHTING
MAINTENANCE DISTRICT NO. 51

SECTION 1. Authority for Report

This report is prepared by order of the City Council of the City of Porterville Resolution No. 56-2016. The report is in compliance with the requirement of Article 4, Chapter 1, Division 15 of the Streets and Highways Code, State of California (Landscape and Lighting Act of 1972).

SECTION 2. General Description

The City Council has elected to include landscaping and lighting at Summit Estates Two, Phase One Subdivision into the Landscape and Lighting Maintenance District No. 51. The City Council has determined that the areas to be landscaped and lighted will have an effect upon all parcels within the proposed boundaries of the District. The areas for street lights are included on all streets within the subdivision.

SECTION 3. Plans and Specifications

The plans and specifications for the lighting were prepared by the developer and are in conformance with the requirements of the City of Porterville. All lights to be maintained will be shown on the subdivision maps as roadway rights-of-way, or easements to be granted to the City of Porterville. The total street lights to be maintained are 24.

Maintenance activities within the Landscape and Lighting Maintenance District No. 51 are to include landscape and lighting maintenance.

SECTION 4. Improvements

Landscape and lighting improvements were made by the developer of Summit Estates Two, Phase One.

SECTION 5. Estimated Costs

The construction cost will be borne by the developer and will not be assessed. The subdivision map has been filed for record and the improvements have been installed and certain maintenance on the areas will be necessary during fiscal year 2020-2021. It is appropriate that the assessments be made in advance of the anticipated expenditure to provide working capital for the maintenance effort. In this District assessments will be made during the 2020-2021 Fiscal Year.

Estimated Assessment 2020-2021

Lighting	24 @ 5,800 lumens		
Project Management	74 lots		
Fund Balance	\$ -		
Postage/Printing	74 x \$ 1.00	=	\$74.00
Utilities	24 @ \$ 52.08	=	<u>\$ 1,249.92</u>
Total Maintenance		=	\$ 1,323.92
Maintenance		=	\$ 1,323.92
Administrative Fee	\$ 1,323.92 x \$0.10	=	\$ 132.39
County Fee	74 x \$ 1.00	=	\$ 74.00
Reserves 15% of total cost of maintenance		=	<u>\$ 198.58</u>
		=	\$ 1,728.89
Estimated Cost Per Year	\$ \$ 1,728.89/74	=	\$ 23.36

**Lighting costs are based on 29% benefit of total cost because lights are spaced closer together resulting in 40% more lights than the city standard outside the maintenance district.

After the 2020-2021 fiscal year, the assessments shall be increased with the cost of service. The increased cost of services shall be the lesser of the actual prior year's cost or the prior year's estimated cost adjusted according to the annualized Consumer Price Index rate. The Consumer Price Index is based on the San Francisco Model, and any increase for the year 2021-2022 will refer back to the prior year's CPI. In the event that the costs of services provided do not increase to exceed the full amount of CPI from one year, such excess CPI percentage shall be carried over from year to year and may be utilized to increase the amount of assessment in future years.

SECTION 6. Assessment Diagram

A copy of the proposed assessment diagram entitled "Landscape and Lighting Maintenance District No. 51 is attached to this report and by reference is made part thereof.

SECTION 7. Assessment

The initial cost of constructing improvements has been borne by the developer. The improvement areas are established for the benefit of all properties within the proposed Landscape and Lighting Maintenance District No. 51. The establishment and maintenance of the improvements is a vital part of the development of Summit Estates Two, Phase One Subdivision. The City Council of Porterville has determined that to insure satisfactory levels of maintenance for the landscape and lighting at Summit Estates Two, Phase One Subdivision, it should become Landscape and Lighting Maintenance District No. 51. The subdivision consists of 74 Lots.

Landscape and Lighting Maintenance District No. 51 will consist of an area comprising approximately 17.90 acres. A total of 74 lots are proposed to be developed. The improvements will consist of those improvements described in Section 4 of this report. The maintenance of the improvements is a vital part of the development for the protection or safety, economic and humanistic values. The City Council has determined that, for the preservation of values incorporated within this development, all lots will receive equal benefit from the landscaping and street lighting.

The determination of benefits takes into consideration the following facts:

1. The purpose of the improvements is to provide a favorable aesthetic appearance of the area.
2. Properly maintained landscaping and lighting benefits all properties in the development.
3. The lots not adjacent to the landscaping and lighting facility improvements benefit for the maintenance equally to those lots adjacent to the improvements.

Estimated 2020-2021 Assessment

$$\text{Assessment (A)} = \frac{\$ 1,728.89}{74}$$

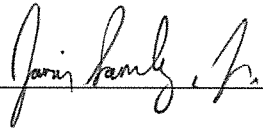
$$A = \frac{\$ 1,728.89}{74} = \$ 23.36 \text{ per lot for Summit Estates Two Phase One}$$

Total Assessment for 2020-2021 = \$ 1,728.89

Total developed lot count is 74 lots.

SECTION 8. Order of Events

1. City Council adopts Resolution Instituting Proceedings, appoints an Engineer of Work and Orders Engineer's Report.
2. City Council Adopts Resolution of Preliminary Approval of Engineer's Report.
3. City Council Adopts Resolution of Intention to Order the Formation of Landscape and Lighting Maintenance District No. 51 and determines the district.
4. City Council adopts Resolution Ordering the Improvements and the Formation of Landscape and Lighting Maintenance District No. 51.
5. Every year between April and June the Engineer of Work file a report with the City Council.
6. Every year between April and June, the City Council conducts a public hearing and approves, or modifies the individual assessments.



Javier Sanchez, Jr.
Engineer of Work

CITY OF PORTERVILLE
ENGINEER'S REPORT FOR LANDSCAPING AND LIGHTING
MAINTENANCE DISTRICT NO. 52

SECTION 1. Authority for Report

This report is prepared by order of the City Council of the City of Porterville Resolution No.103-2012. The report is in compliance with the requirement of Article 4, Chapter 1, Division 15 of the Streets and Highways Code, State of California (Landscape and Lighting Act of 1972).

SECTION 2. General Description

The City Council has elected to include landscaping and lighting at Summit Heritage Villas Subdivision into the Landscape and Lighting Maintenance District No. 52. The City Council has determined that the areas to be landscaped and lighted will have an effect upon all parcels within the proposed boundaries of the District. The areas for street lights are included on all streets within the subdivision. The landscaping includes a landscaped area along all property frontages along Lombardi Street and Clare Avenue. The landscape and wall maintenance includes: irrigation, mowing, pruning, cleaning, repairing, painting, vegetation and rodent control, and a set aside for replacement.

SECTION 3. Plans and Specifications

The plans and specifications for the lighting were prepared by the developer and are in conformance with the requirements of the City of Porterville. All lights to be maintained will be shown on the subdivision maps as roadway rights-of-way, or easements to be granted to the City of Porterville. The total street lights to be maintained are 4. Total landscaped area to be maintained is 1,782 square feet of landscaped area.

Maintenance activities within the Landscape and Lighting Maintenance District No. 52 are to include landscape and lighting maintenance.

SECTION 4. Improvements

Landscape and lighting improvements were made by the developer of Summit Heritage Villas Subdivision.

SECTION 5. Estimated Costs

The construction cost will be borne by the developer and will not be assessed. The subdivision map has been filed for record and the improvements have been installed and certain maintenance on the areas will be necessary during fiscal year 2020-2021. It is appropriate that the assessments be made in advance of the anticipated expenditure to provide working capital for the maintenance effort. In this District assessments will be made during the 2020-2021 Fiscal Year.

Estimated Assessment 2020-2021

Maintenance	1,782 sq.ft, of landscaping area,		
Lighting	4 @ 5,800 lumens		
Project Management	16 lots		
Fund Balance	\$ -		
Landscape	1,782 sq. ft. @ \$0.20	= \$	356.40
Graffiti Maintenance	1,782 sq. ft. @ \$ -	= \$	-
Tree Maintenance	1,782 sq. ft. @ \$0.150	= \$	267.30
Postage/Printing	1,782 sq. ft. @ \$0.020	= \$	35.64
Utilities	1,782 sq. ft. @ \$0.150	= \$	267.30
Repair/Maintenance	1,782 sq. ft. @ <u>\$0.150</u>	= \$	<u>267.30</u>
	\$ 0.67	= \$	1,193.94

Maintenance	1,782 sq.ft.	\$0.77	=	\$ 1,193.94
Administrative Fee	\$1,372.14 x	\$0.10	=	\$ 119.39
County Fee	16 lots @	\$ 1.00 per lot	=	\$ 16.00
Reserves 15% total cost of	Maintenance		=	<u>\$ 179.09</u>
				\$ 1,508.42
Estimated Cost Per Year	\$ 1,508.42/16	=	\$ 94.27	

Total 2020-2021 Initial Assessment

**Lighting costs are based on 29% benefit of total cost because lights are spaced closer together resulting in 40% more lights than the city standard outside the maintenance district.

After the 2020-2021 fiscal year, the assessments shall be increased with the cost of service. The increased cost of services shall be the lesser of the actual prior year's cost or the prior year's estimated cost adjusted according to the annualized Consumer Price Index rate. The Consumer Price Index is based on the San Francisco Model, and any increase for the year 2021-2022 will refer back to the prior year's CPI. In the event that the costs of services provided do not increase to exceed the full amount of CPI from one year, such excess CPI percentage shall be carried over from year to year and may be utilized to increase the amount of assessment in future years.

SECTION 6. Assessment Diagram

A copy of the proposed assessment diagram entitled "Landscape and Lighting Maintenance District No. 52 is attached to this report and by reference is made part thereof.

SECTION 7. Assessment

The initial cost of constructing improvements has been borne by the developer. The improvement areas are established for the benefit of all properties within the proposed Landscape and Lighting Maintenance District No. 52. The establishment and maintenance of the improvements is a vital part of the development of Summit Heritage Villas Subdivision. The City Council of Porterville has determined that to insure satisfactory levels of maintenance for the landscape and lighting at Summit Heritage Villas Subdivision, it should become Landscape and Lighting Maintenance District No. 52. The subdivision consists of 16 Lots. The Landscape area, which benefits the 16 lots, is located along the parcel frontages on Lombardi Street and Clare Avenue.

Landscape and Lighting Maintenance District No. 52 will consist of an area comprising approximately 3.03 acres. A total of 16 lots are proposed to be developed. The improvements will consist of those improvements described in Section 4 of this report. The maintenance of the improvements is a vital part of the development for the protection or safety, economic and humanistic values. The City Council has determined that, for the preservation of values incorporated within this development, all lots will receive equal benefit from the landscaping and street lighting.

The determination of benefits takes into consideration the following facts:

1. The purpose of the improvements is to provide a favorable aesthetic appearance of the area.
2. Properly maintained landscaping and lighting benefits all properties in the development.
3. The lots not adjacent to the landscaping and lighting facility improvements benefit for the maintenance equally to those lots adjacent to the improvements.

Estimated 2020-2021 Assessment

$$\text{Assessment (A)} = \frac{\$1,508.42}{16}$$

$$A = \frac{\$ 1,508.42}{16} = \$ 94.26 \text{ per lot for Summit Heritage Villas Subdivision}$$

Total Assessment for 2020-2021 = \$ 1,508.42
 Total developed lot count is 16 lots.

SECTION 8. Order of Events

1. City Council adopts Resolution Instituting Proceedings, appoints an Engineer of Work and Orders Engineer's Report.
2. City Council Adopts Resolution of Preliminary Approval of Engineer's Report.
3. City Council Adopts Resolution of Intention to Order the Formation of Landscape and Lighting Maintenance District No. 52 and determines the district.
4. City Council adopts Resolution Ordering the Improvements and the Formation of Landscape and Lighting Maintenance District No. 52.

5. Every year between April and June the Engineer of Work file a report with the City Council.
6. Every year between April and June, the City Council conducts a public hearing and approves, or modifies the individual assessments.



Javier Sanchez, Jr.
Engineer of Work

CITY OF PORTERVILLE
ENGINEER'S REPORT FOR LANDSCAPING AND LIGHTING
MAINTENANCE DISTRICT NO. 53

SECTION 1. Authority for Report

This report is prepared by order of the City Council of the City of Porterville Resolution No.27-2017. The report is in compliance with the requirement of Article 4, Chapter 1, Division 15 of the Streets and Highways Code, State of California (Landscape and Lighting Act of 1972).

SECTION 2. General Description

The City Council has elected to include landscaping and lighting at Trooper Terrace Subdivision into the Landscape and Lighting Maintenance District No. 53. The City Council has determined that the areas to be landscaped and lighted will have an effect upon all parcels within the proposed boundaries of the District. The areas for street lights are included on all streets within the subdivision. The landscaping includes 284 feet of masonry wall along Westwood Street on the west side of the subdivision as well as a landscaped area along all street frontages. The landscape and wall maintenance includes: irrigation, mowing, pruning, cleaning, repairing, painting, vegetation and rodent control, and a set aside for replacement.

SECTION 3. Plans and Specifications

The plans and specifications for the lighting were prepared by the developer and are in conformance with the requirements of the City of Porterville. All lights to be maintained will be shown on the subdivision maps as roadway rights-of-way, or easements to be granted to the City of Porterville. The total street lights to be maintained are 4. Total landscaped area to be maintained is 284 lineal feet of masonry wall, and 4,414 square feet of landscaped area.

Maintenance activities within the Landscape and Lighting Maintenance District No.

53 are to include landscape and lighting maintenance.

SECTION 4. Improvements

Landscape and lighting improvements were made by the developer of Trooper Terrace.

SECTION 5. Estimated Costs

The construction cost will be borne by the developer and will not be assessed. The subdivision map has been filed for record and the improvements have been installed and certain maintenance on the areas will be necessary during fiscal year 2020-2021. It is appropriate that the assessments be made in advance of the anticipated expenditure to provide working capital for the maintenance effort. In this District assessments will be made during the 2020-2021 Fiscal Year.

Estimated Assessment 2020-2021

Maintenance	4,414 sq.ft. of landscaping area, 287 l.f. of masonry wall		
Lighting	3 ea. @ 5,800 lumens, 1 @ 16,000		
Project Management	17 lots		
Fund Balance	\$ -		
Landscape	4,414 sq. ft. @ \$0.200	= \$	882.80
Graffiti Maintenance	4,414 sq. ft. @ \$0.070	= \$	308.98
Postage/Printing	4,414 sq. ft. @ \$0.005	= \$	22.07
Utilities	4,414 sq. ft. @ \$0.100	= \$	441.40
Repair/Maintenance	4,414 sq. ft. @ <u>\$0.150</u>	= \$	<u>662.10</u>
	\$.525	= \$	2,317.35
Total Maintenance	4,414 sq.ft. \$.525	= \$	2,317.35

Administrative Fee	\$ 2,317.35 x \$0.10	= \$	231.74
County Fee	17 lots @ \$ 1.00 per lot	= \$	17.00
Reserves 15% of total cost of Maintenance		= \$	347.60
Estimated Cost Per Year	\$ 2,913.69/17	= \$	171.39

**Lighting costs are based on 29% benefit of total cost because lights are spaced closer together resulting in 40% more lights than the city standard outside the maintenance district.

After the 2020-2021 fiscal year, the assessments shall be increased with the cost of service. The increased cost of services shall be the lesser of the actual prior year's cost or the prior year's estimated cost adjusted according to the annualized Consumer Price Index rate. The Consumer Price Index is based on the San Francisco Model, and any increase for the year 2020-2021 will refer back to the prior year's CPI. In the event that the costs of services provided do not increase to exceed the full amount of CPI from one year , such excess CPI percentage shall be carried over from year to year and may be utilized to increase the amount of assessment in future years.

SECTION 6. Assessment Diagram

A copy of the proposed assessment diagram entitled "Landscape and Lighting Maintenance District No. 53 is attached to this report and by reference is made part thereof.

SECTION 7. Assessment

The initial cost of constructing improvements has been borne by the developer. The improvement areas are established for the benefit of all properties within the proposed

Landscape and Lighting Maintenance District No. 53. The establishment and maintenance of the improvements is a vital part of the development of Trooper Terrace Subdivision. The City Council of Porterville has determined that to insure satisfactory levels of maintenance for the landscape and lighting at Trooper Terrace Subdivision, it should become Landscape and Lighting Maintenance District No. 53. The subdivision consists of 17 Lots. The Landscape area, which benefits the 17 lots, is located along the westerly boundary of the subdivision along Westwood Street.

Landscape and Lighting Maintenance District No. 53 will consist of an area comprising approximately 4.80 acres. A total of 17 lots are proposed to be developed. The improvements will consist of those improvements described in Section 4 of this report. The maintenance of the improvements is a vital part of the development for the protection or safety, economic and humanistic values. The City Council has determined that, for the preservation of values incorporated within this development, all lots will receive equal benefit from the landscaping and street lighting.

The determination of benefits takes into consideration the following facts:

1. The purpose of the improvements is to provide a favorable aesthetic appearance of the area.
2. Properly maintained landscaping and lighting benefits all properties in the development.
3. The lots not adjacent to the landscaping and lighting facility improvements benefit for the maintenance equally to those lots adjacent to the improvements.

$$\text{Assessment (A)} = \frac{\$2,913.69}{17}$$

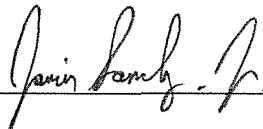
$$A = \frac{\$2,913.69}{17} = \$171.38 \text{ per lot for Trooper Terrace Subdivision}$$

Total Assessment for 2020-2021 = \$ 2,913.69

Total developed lot count is 17 lots.

SECTION 8. Order of Events

1. City Council adopts Resolution Instituting Proceedings, appoints an Engineer of Work and Orders Engineer's Report.
2. City Council Adopts Resolution of Preliminary Approval of Engineer's Report.
3. City Council Adopts Resolution of Intention to Order the Formation of Landscape and Lighting Maintenance District No. 53 and determines the district.
4. City Council adopts Resolution Ordering the Improvements and the Formation of Landscape and Lighting Maintenance District No. 53.
5. Every year between April and June the Engineer of Work file a report with the City Council.
6. Every year between April and June, the City Council conducts a public hearing and approves, or modifies the individual assessments.



Javier Sanchez, Jr.
Engineer of Work

CITY OF PORTERVILLE
ENGINEER'S REPORT FOR LANDSCAPING AND LIGHTING
MAINTENANCE DISTRICT NO. 54

SECTION 1. Authority for Report

This report is prepared by order of the City Council of the City of Porterville Resolution No. 32-2018. The report is in compliance with the requirement of Article 4, Chapter 1, Division 15 of the Streets and Highways Code, State of California (Landscape and Lighting Act of 1972).

SECTION 2. General Description

The City Council has elected to include landscaping and lighting at Windsor Court Subdivision into the Landscape and Lighting Maintenance District No. 54. The City Council has determined that the areas to be landscaped and lighted will have an effect upon all parcels within the proposed boundaries of the District. The areas for street lights are included on all the streets within the subdivision. The landscaping includes 676 feet of masonry wall along Henderson Avenue on the south side of the subdivision as well as a landscaped area along all street frontages. The landscape and wall maintenance includes: irrigation, mowing, pruning, cleaning, repairing, painting, vegetation and rodent control, and a set aside for replacement.

SECTION 3. Plans and Specifications

The plans and specifications for the lighting were prepared by the developer and are in conformance with the requirements of the City of Porterville. All lights to be maintained will be shown on the subdivision maps as roadway rights-of-way, or easements to be granted to the City of Porterville. The total street lights to be maintained are 27. Total landscaped area to be maintained is 676 lineal feet of masonry wall, and 33,256 square feet of landscaped area.

Maintenance activities within the Landscape and Lighting Maintenance District No. 54 are to include landscape and lighting maintenance.

SECTION 4. Improvements

Landscape and lighting improvements were made by the developer of Windsor Court Subdivision.

SECTION 5. Estimated Costs

The construction cost will be borne by the developer and will not be assessed. The subdivision map has been filed for record and the improvements have been installed.

Estimated Assessment 2020-2021

Maintenance	33,256 sq.ft, of landscaping area, 676 l.f. of masonry wall		
Lighting	24 @ 5,800 lumens, 3 @ 16,000 lumens		
Project Management	80 lots		
Fund Balance	\$ -		
Landscape	33,256 sq. ft. @ \$0.120	= \$	3,990.72
Graffiti Maintenance	33,256 sq. ft. @ \$0.025	= \$	831.40
Tree Maintenance	33,256 sq. ft. @ \$0.045	= \$	1,496.52
Postage/Printing	33,256 sq. ft. @ \$0.003	= \$	99.76
Utilities	33,256 sq. ft. @ \$0.060	= \$	1,995.36
Repair/Maintenance	33,256 sq. ft. @ <u>\$0.050</u>	= \$	<u>1,662.80</u>
	\$0.303	= \$	10,076.56
Maintenance	33,256sq.ft. \$0.303	= \$	10,076.56
Administrative Fee	\$10,076.56 x \$0.10	= \$	1,007.66

County Fee	80 lots @	\$ 1.00 per lot	=	\$ 80.00
Reserves 15% total cost of	Maintenance		=	<u>\$ 1,511.48</u>
				\$ 12,675.70
Estimated Cost Per Year	\$ 12,685.70/80	=	\$ 158.44	

**Lighting costs are based on 29% benefit of total cost because lights are spaced closer together resulting in 40% more lights than the city standard outside the maintenance district.

After the 2020-2021 fiscal year, the assessments shall be increased with the cost of service. The increased cost of services shall be the lesser of the actual prior year's cost or the prior year's estimated cost adjusted according to the annualized Consumer Price Index rate. The Consumer Price Index is based on the San Francisco Model, and any increase for the year 2019/2020 will refer back to the prior year's CPI. In the event that the costs of services provided do not increase to exceed the full amount of CPI from one year , such excess CPI percentage shall be carried over from year to year and may be utilized to increase the amount of assessment in future years.

SECTION 6. Assessment Diagram

A copy of the proposed assessment diagram entitled "Landscape and Lighting Maintenance District No. 54 is attached to this report and by reference is made part thereof.

SECTION 7. Assessment

The initial cost of constructing improvements has been borne by the developer. The improvement areas are established for the benefit of all properties within the proposed

Landscape and Lighting Maintenance District No. 54. The establishment and maintenance of the improvements is a vital part of the development of Windsor Court Subdivision. The City Council of Porterville has determined that to insure satisfactory levels of maintenance for the landscape and lighting at Windsor Court Subdivision, it should become Landscape and Lighting Maintenance District No. 54. The subdivision consists of 80 Lots. The Landscape area, which benefits the 80 lots, is located along all street frontages included in the subdivision.

Landscape and Lighting Maintenance District No. 54 will consist of an area comprising approximately 16.77 acres. A total of 80 lots are proposed to be developed. The improvements will consist of those improvements described in Section 4 of this report. The maintenance of the improvements is a vital part of the development for the protection or safety, economic and humanistic values. The City Council has determined that, for the preservation of values incorporated within this development, all lots will receive equal benefit from the landscaping and street lighting.

The determination of benefits takes into consideration the following facts:

1. The purpose of the improvements is to provide a favorable aesthetic appearance of the area.
2. Properly maintained landscaping and lighting benefits all properties in the development.
3. The lots not adjacent to the landscaping and lighting facility improvements benefit for the maintenance equally to those lots adjacent to the improvements.

Estimated 2020-2021 Assessment

$$\text{Assessment (A)} = \frac{\$ 12,685.70}{80}$$

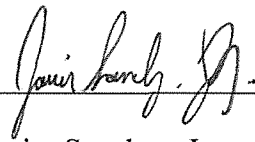
$$A = \frac{\$ 12,685.70}{80} = \$ 158.44 \text{ per lot for Windsor Court Subdivision}$$

Total Assessment for 2020-2021 = \$ 12,685.70

Total developed lot count is 80 lots.

SECTION 8. Order of Events

1. City Council adopts Resolution Instituting Proceedings, appoints an Engineer of Work and Orders Engineer's Report.
2. City Council Adopts Resolution of Preliminary Approval of Engineer's Report.
3. City Council Adopts Resolution of Intention to Order the Formation of Landscape and Lighting Maintenance District No. 54 and determines the district.
4. City Council adopts Resolution Ordering the Improvements and the Formation of Landscape and Lighting Maintenance District No. 54.
5. Every year between April and June the Engineer of Work file a report with the City Council.
6. Every year between April and June, the City Council conducts a public hearing and approves, or modifies the individual assessments.



Javier Sanchez, Jr.
Engineer of Work



CITY COUNCIL AGENDA – JULY 7, 2020

SUBJECT: Request for Approval of The Asphalt Overlay Program 2020/2021

SOURCE: Public Works

COMMENT: Staff is requesting the expenditure of \$1,000,000 in Fiscal Year 2020/2021 for the Asphalt Overlay Maintenance Program.

In addition to work performed in support of the Annexation Sewer Projects, staff has surveyed and prepared a list of streets that qualify for this year's program based on their condition. Proposed treatments include traditional curb to curb overlay, dig out and repair with hot mix asphalt, and blade patching. The streets selected are as follows:

1. Roche St. from 603 Roche St. to Vandalia St.
2. Chase Ave from 269 Chase Ave to Roche St.
3. Park Dr. from Corona St. to 660 Park Dr.
4. Leggett St. from Morton Ave to Cleveland Ave
5. Plano St. from Mulberry Ave to Plano St. North City Limits
6. Reid Ave from Lime St. To Reid Ave East City limits
7. Melinda Ave from Chess Terrace St. to Indiana St.
8. Poplar Ave from Mesa Oak Dr. to Jaye St.
9. Date Ave from G St. to Kessing St.
10. Jaye St. from Oak Ave to Olive Ave
11. Palm St. from Grand Ave to Belleview Ave
12. Westfield Ave from Prospect St. to Hwy 65 Overpass
13. Salisbury St. from Pioneer Ave to Castle Ave
14. Median Ave from Newcomb St. to Salisbury St.
15. Mulberry Ave from Newcomb St. to Lindale Pl.
16. Putnam Ave from Beverly St. to Waukesha St.
17. Tomah Ave from Prospect St. to Dameron St.
18. Tomah Ave from 1066 Tomah Ave to Cobb St.
19. White Chapel Way from Westwood St. to Kensington Way
20. Kensington Way from White Chapel Way to Henderson Ave
21. Henderson Ave from Westwood St. to Henderson Ave West City Limits
22. Grand Ave from Plano St. to Sunwood St.

Surface Transportation Program funds and Measure I funds are the source of funding for this project.

RECOMMENDATION: 1. That the City Council approve the Fiscal Year 2020/2021

Asphalt Overlay Program; and
2. Authorize the expenditure of \$1,000,000 in FY 2020-2021 for the Asphalt Overlay Program.

ATTACHMENTS: 1. FY 2020-2021 Overlay Program - City Limits
 2. FY 2020-2021 Overlay Program - City Council Districts

Appropriated/Funded:

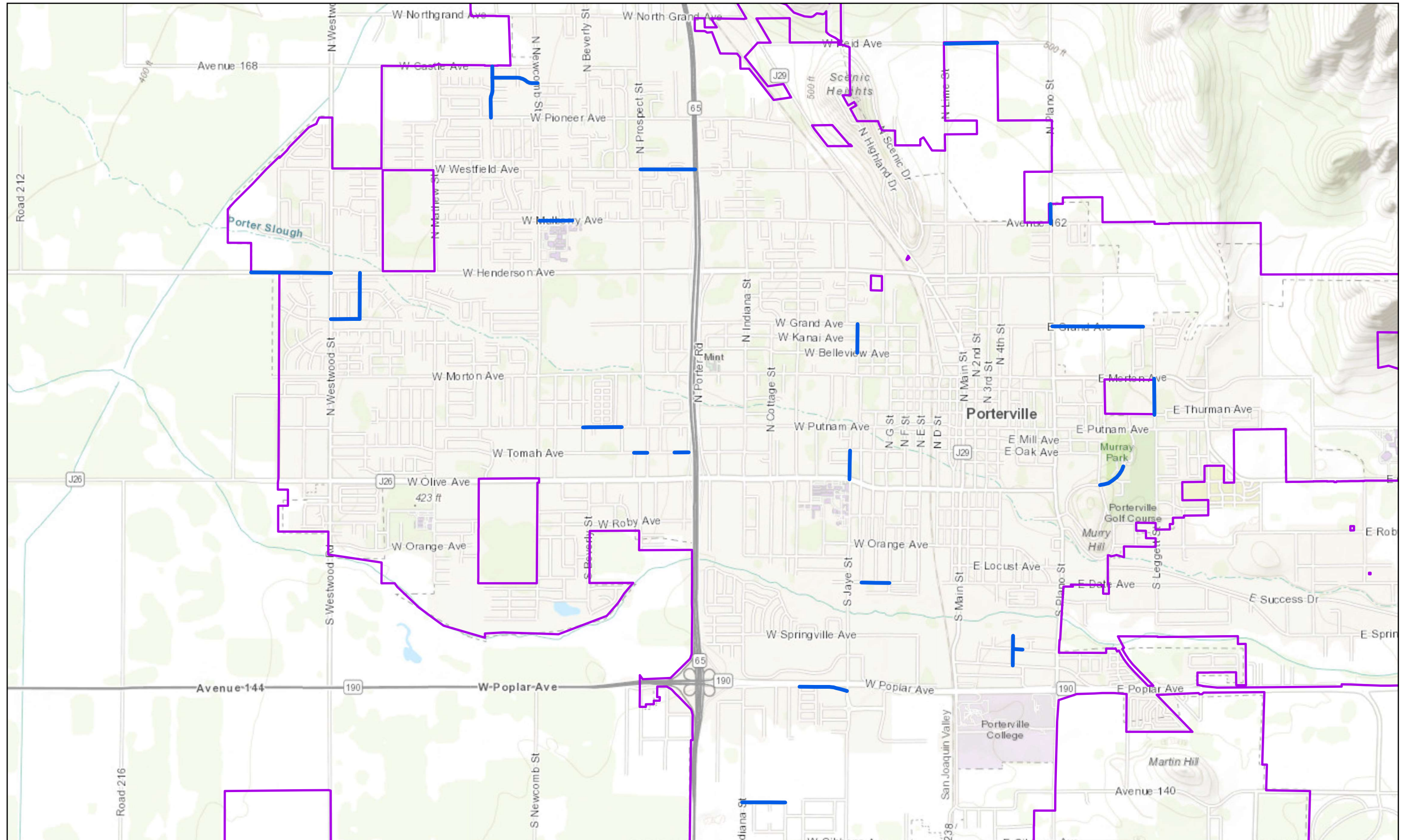
Review By:

Department Director:

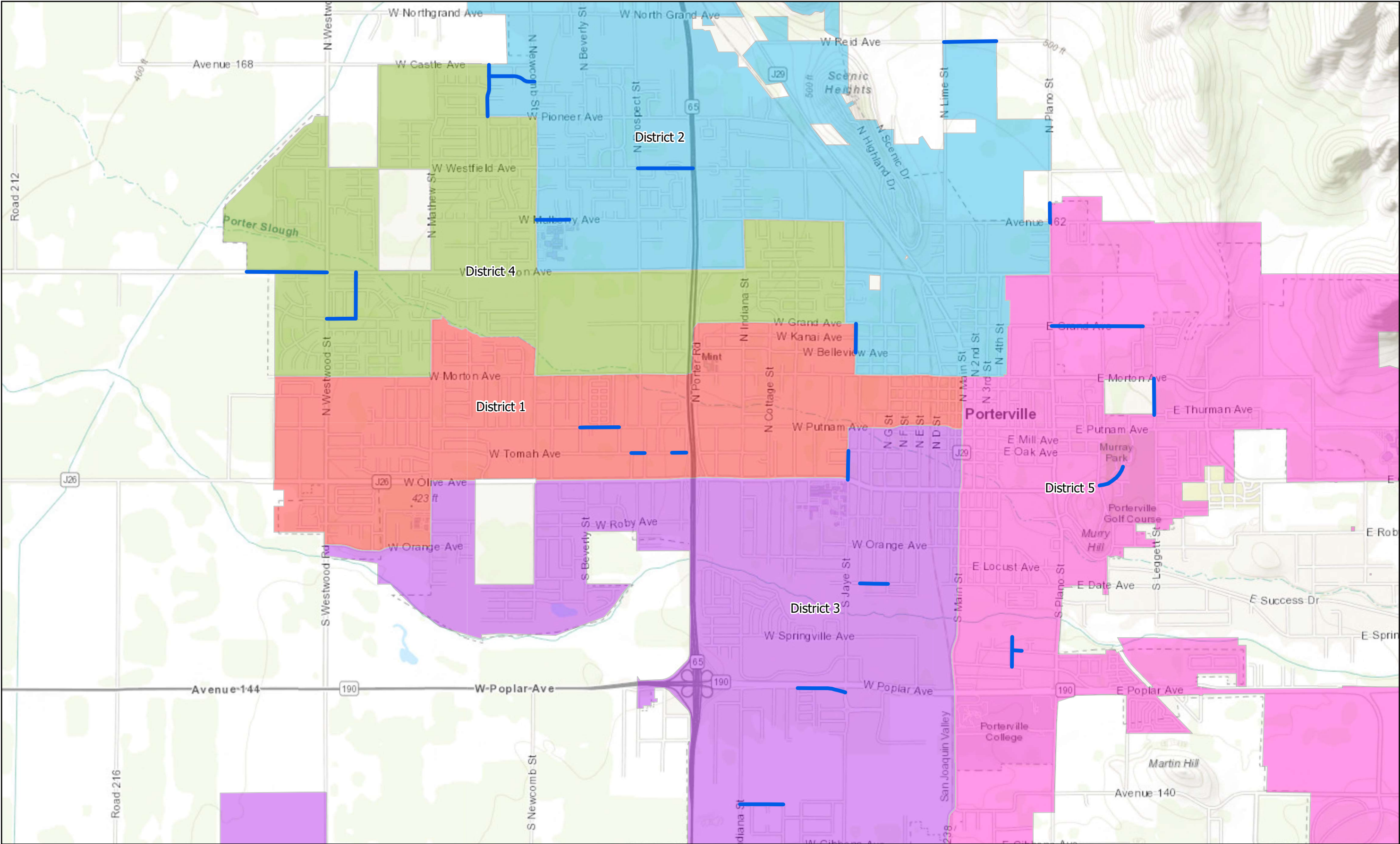
Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager

Asphalt Overlay Program 2020/2021



Asphalt Overlay Program 2020/2021





CITY COUNCIL AGENDA – JULY 7, 2020

SUBJECT: Striping Program for 2020/2021

SOURCE: Public Works

COMMENT: The City of Porterville's Streets Maintenance Division is seeking authorization for the expenditure of funds for Annual Striping Services. Striping Services will consist of re-striping lane lines for arterial and collector streets throughout the city limits in addition to the replacement of existing street markings after asphalt maintenance projects. City Staff currently re-paints all stop bars, stop legends, crosswalks, turn arrows, school legends, and school crosswalks. The City does not possess the equipment needed to maintain the existing travel lane lines, current efforts have been on as-needed bases dictated by overlay and street reconstruction projects, with a primary focus on implementing an aggressive roads maintenance program. The City's Street Maintenance Program coupled with the re-striping of lane lines is necessary for the visibility and safety of the traveling public and a requirement to keep our traveling lane lines up to code with the Manual on Uniform Traffic Control Devices. Staff requested three quotes with a proposed quantity of lane miles and services for a potential fiscal year. We received three quotes from surrounding contractors for the fiscal year of 2020/2021.

<u>Striping Contractor</u>	<u>Quoted Cost of Service</u>
T&T Pavement Striping	\$112,500
California Striping Service, Inc.	\$135,350
BBCS Seal & Striping	\$144,060

After reviewing the three quotes, Staff's recommendation is to award T&T Pavement Markings as they were the lowest bidder for the proposed scope of services. In the light of operational challenges, staff would also like the Council to authorize the ability to use all three Striping companies should we encounter scheduling conflicts, in the order based on the quote for services (listed above). Funding for an Annual Striping Program will be available through Street Maintenance and Capital Improvement Overlay Program 2020/2021.

RECOMMENDATION: That the City Council:

1. Authorize staff to utilize annual striping contractor T&T Pavement Markings and Products Inc. for fiscal year 2020/2021; and
2. Allow staff to substitute striping contractors pending schedule conflicts as ranked by there quote for services; and
3. Allow for fund expenditures as defined by the operation for services from Street Maintenance Operations and Capital Improvement Projects Overlay Program; and
4. Authorize payment of services upon satisfactory completion.

ATTACHMENTS:

1. T & T PAVement Markings Quote
2. BBCS Seal & Stripe Quote
3. California Striping Service Inc. Quote

Appropriated/Funded:

Review By:

Department Director:

Michael Knight, Public Works Director

Final Approver: Patrice Hildreth, Deputy City Manager



"We are a non-union
Contractor"

3276 W. Sussex Way
Fresno, CA 93722

TIN #81-4165560
License #687921

Phone: 559-275-2879
Fax: 559-229-2527
tandtpavemark@hotmail.com
DIR Registration #1000046338
SB #2004666

Proposal

DATE: 3/13/2020

PROPOSAL #: 20-157

PREVAILING:

CUSTOMER:

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

PROJECT:

2020 Annual Striping

WE HEREBY PROPOSE TO FURNISH THE FOLLOWING WORK AS DESCRIBED BELOW:

This quote is for work performed, M-F, 6am-2pm. An additional cost will be added for weekend work.

****THIS PROPOSAL IS TO BE ACCEPTED AS A WHOLE AND NOT BROKEN OUT IN PARTS.****

Qty	Description	Total
	ALL STRIPING TO BE DONE IN 1 COAT OF PAINT EXCEPT FOR LINE ITEM #16	
1	LINE ITEM #1 Mobilization, Insurance	8,500.00
50,000	LINE ITEM #2 Linear feet of 4" edge line (detail 27b & C)	8,500.00
50,000	LINE ITEM #3 Linear feet of 4" broken line (detail 8), white or yellow	6,000.00
25,000	LINE ITEM #4 Linear feet of 8" single solid line (detail 38)	5,000.00
25,000	LINE ITEM #5 Linear feet of 4" two way left turn (detail 31)	7,250.00
150,000	LINE ITEM #6 Linear feet of double yellow center line (detail 21) includes black highlight in middle	52,500.00
50,000	LINE ITEM #7 Linear feet of bike lane (detail 39)	8,000.00
1,000	LINE ITEM #8 Linear feet of yellow crosswalk removal	1,250.00
1,000	LINE ITEM #9 Install yellow crosswalk in thermoplastic (lf)	1,500.00

EXCLUSIONS FROM PROPOSAL: TRUNCATED DOMES, BOLLARDS, TEMPORARY BARRICADES, LEAD COMPLIANCE REMOVAL & LEAD COMPLIANCE PLANS (unless otherwise notated in proposal), SPECIALTY BUILDING SIGNAGE, REMOVAL BY WET SANDBLASTING AND CONCRETE WHEEL STOPS WITH DRAINAGE SLOTS.

*NOTE: Irrigation must be turned off 24 hours prior to commencing work.
Please direct questions regarding this proposal to Tom Ochoa at (559) 217-7645.

Upon acceptance of this proposal, please sign and email to our office. Work will not commence until signature is received.

Proposal is not valid after 30 days without a signature.

Total:

*Please note: Payments made by credit card on final invoice will be subject to an additional 3.5% surcharge on the total cost to cover fees.

Signature

Date Page 1



"We are a non-union
Contractor"

3276 W. Sussex Way
Fresno, CA 93722

TIN #81-4165560
License #687921

Phone: 559-275-2879
Fax: 559-229-2527
tandtpavemark@hotmail.com
DIR Registration #1000046338
SB #2004666

Proposal

DATE: 3/13/2020

PROPOSAL #: 20-157

PREVAILING:

CUSTOMER:

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

PROJECT:

2020 Annual Striping

WE HEREBY PROPOSE TO FURNISH THE FOLLOWING WORK AS DESCRIBED BELOW:

This quote is for work performed, M-F, 6am-2pm. An additional cost will be added for weekend work.

****THIS PROPOSAL IS TO BE ACCEPTED AS A WHOLE AND NOT BROKEN OUT IN PARTS.****

Qty	Description	Total
10	LINE ITEM #10 Removal of existing Slow School Xing legend	3,500.00
10	LINE ITEM #11 Installation of Slow School Xing legend in thermoplastic	3,000.00
1	LINE ITEM #12 Traffic Control	7,500.00

EXCLUSIONS FROM PROPOSAL: TRUNCATED DOMES, BOLLARDS, TEMPORARY BARRICADES, LEAD COMPLIANCE REMOVAL & LEAD COMPLIANCE PLANS (unless otherwise notated in proposal), SPECIALTY BUILDING SIGNAGE, REMOVAL BY WET SANDBLASTING AND CONCRETE WHEEL STOPS WITH DRAINAGE SLOTS.

*NOTE: Irrigation must be turned off 24 hours prior to commencing work.
Please direct questions regarding this proposal to Tom Ochoa at (559) 217-7645.

Upon acceptance of this proposal, please sign and email to our office. Work will not commence until signature is received.

Proposal is not valid after 30 days without a signature.

Total: \$112,500.00

*Please note: Payments made by credit card on final invoice will be subject to an additional 3.5% surcharge on the total cost to cover fees.

Signature

Date

Page 2

BBCS Seal & Stripe

1559 N. McCall Ave
CA 93657

Estimate

Date	Estimate #
3/26/2020	29

Name / Address
CITY OF PORTERVILLE 291 N. MAIN ST. PORTERVILLE, CA 93257

			Project
Description	Qty	Rate	Total
PROJECT: 2020 ANNUAL STRIPING			
ALL STRIPING TO BE DONE IN 1 COAT OF PAINT EXCEPT FOR LINE ITEM # 10 & 11			
LINE ITEM #1 MOBILIZATION AND INSURANCE (LS)		9,400.00	9,400.00
LINE ITEM #2 LINEAR FEET OF 4" EDGE LINE (DETAIL 27B)	50,000	0.25	12,500.00
LINE ITEM #3 LINEAR FEET OF 4" BROKEN LINE (DETAIL 8) WHITE OR YELLOW	50,000	0.20	10,000.00
LINE ITEM #4 LINEAR FEET OF 8" SINGLE SOLID LINE (DETAIL 38A)	25,000	0.28	7,000.00
LINE ITEM #5 LINEAR FEET OF 4" TWO WAY LEFT TURN (DETAIL 31)	25,000	0.37	9,250.00
LINE ITEM #6 LINEAR FEET OF DOUBLE YELLOW CENTER LINE (DETAIL 21) INCLUDES BLACK HIGHLIGHT IN MIDDLE	150,000	0.43	64,500.00
LINE ITEM #7 LINEAR FEET OF BIKE LANE (DETAIL 39)	50,000	0.24	12,000.00
LINE ITEM #8 LINEAR FEET OF YELLOW CROSSWALK REMOVAL	1,000	1.33	1,330.00
LINE ITEM #9 INSTALL YELLOW CROSSWALK IN THERMOPLASTIC (LF)	1,000	1.58	1,580.00
LINE ITEM #10 REMOVAL OF EXISTING SLOW SCHOOL XING LEGEND	10	400.00	4,000.00
LINE ITEM #11 INSTALLATION OF SLOW SCHOOL XING LEGEND IN THERMOPLASTIC	10	350.00	3,500.00
LINE ITEM #12 TRAFFIC CONTROL	1	9,000.00	9,000.00
LINE ITEM #13 - \$.18 PER FOOT - LAYOUT AND CAT TRACK NEWLY PAVED ROADS PRIOR TO APPLYING PAVEMENT STRIPES.			
NOTE: AT THE END OF THE FISCAL YEAR, PRIOR TO THE START OF THE NEW FISCAL YEAR, BOTH PARTIES (CONTRACTOR & CITY OF PORTERVILLE) CAN AGREE UPON A PRICE INCREASE DUE TO WAGE AND PRODUCT COST AT A RATE NOT TO EXCEED 8%.			
		Total	

BBCS Seal & Stripe

1559 N. McCall Ave
CA 93657

Estimate

Date	Estimate #
3/26/2020	29

Name / Address
CITY OF PORTERVILLE 291 N. MAIN ST. PORTERVILLE, CA 93257

Project

Description	Qty	Rate	Total
LIC#913057			
DIR#1000005617			
SB#1125843			
		Total	\$144,060.00

CALIFORNIA STRIPING SERVICE, INC
6062 N. BETHEL CLOVIS, CA. 93619
559-325-2986/ FAX 559-325-6409
CELL 559-289-5133
DIR# 1000013941
LIC# 766797

DATE: 3-25-20

REVISED 4-1-20

TO: CITY OF PORTERVILLE

ATTN: JOE

RE: 2020 ANNUAL STRIPING QUOTE

ALL STRIPING TO BE DONE IN 1 COAT OF PAINT EXCEPT FOR LINE ITEM #10 & #11

SCOPE OF WORK:

ITEM #1	MOBILIZATION		=\$10000.00
ITEM #2	DET. 27B&C	50,000LF @\$.22LF.	=\$11000.00
ITEM #3	DET. 8	50,000LF. @\$.17LF.	=\$8500.00
ITEM #4	DET. 38A	25,000LF.@\$.25	=\$6250.00
ITEM #5	DET.31	25,000LF.@\$.34	=\$8500.00
ITEM #6	DET.21	150,000LF.@\$.40	=\$60000.00
ITEM #7	DET.39	50,000LF.@\$.21	=\$10500.00
ITEM #8	X-WALK REMOVAL	<u>1000LF.@\$1.30</u>	=\$1300.00
ITEM #9	X-WALK THERMO	<u>1000LF.@ \$1.55</u>	=\$1550.00
ITEM #10	REMOVE SSX	<u>10@\$425.00EA</u>	=\$4250.00
ITEM #11	SSX THERMO	<u>10@\$450.00EA</u>	=\$4500.00
ITEM #12	TRAFFIC CONTROL		=\$9000.00
ITEM #13	NEW LAYOUT	@\$.15LF.	=\$TBD

TOTAL QUOTE-----=\$135,350.00

*QUOTE PER FISCAL YEAR, NEW PRICING WILL BE AGREED UPON BY BOTH PARTIES
PRIOR TO NEXT FISCAL YEAR. PRICE INCREASE ON WAGES AND MATERIAL SHALL NOT
EXCEED 8% PER FISCAL YEAR. IF YOU HAVE ANY QUESTIONS PLEASE GIVE ME A CALL.

THANK YOU,
MARK SHARER



CITY COUNCIL AGENDA – JULY 7, 2020

SUBJECT: Joint Funding Agreement with Porterville Unified School District and Burton School District for School Resource Officers

SOURCE: Police

COMMENT: The Porterville Police Department currently has four (4) Officers assigned as School Resource Officers. During school hours, these Officers respond to reports of criminal activity at all school sites within the city of Porterville. In addition, these Officers provide requested security for after-school functions throughout the school year, which is paid separately from the Joint Funding Agreement. Porterville Unified School District and Burton School District have shared in the funding of the four (4) School Resource Officers, and both school districts have agreed to renew the Joint Funding Agreement in which they share costs. The estimated salary and benefit cost for a School Resource Officer during the term of the 2020-2021 school year is \$110,000. Porterville Unified School District has agreed to pay 65% of the salary and benefits for three (3) School Resource Officers, and Burton School District has agreed to pay 65% of the salary and benefits for one (1) School Resource Officer.

Based on the formula above, for this term, the City shall contribute an estimated \$153,500 for three (3) School Resource Officer positions assigned to the Porterville Unified School District. This represents 35% of the estimated salary and benefits costs for three (3) School Resource Officers, as well as an additional \$38,000 in estimated ancillary costs. Porterville Unified School District will contribute up to \$214,500 for the three (3) School Resource Officers, which represents 65% of salary and benefits costs for the School Resource Officers.

Based on the formula above, for this term, the City shall contribute an estimated \$51,000 for one (1) School Resource Officer position assigned to the Burton School District. This represents 35% of the estimated salary and benefits costs for the School Resource Officer, as well as an additional \$12,500 in estimated ancillary costs. Burton School District will contribute up to \$71,500 for the School Resource Officer, which represents 65% of salary and benefits costs for the Officer.

Three of the four School Resource Officers will generally be assigned to the Porterville Unified School District, with each Officer generally responsible for one of the three major high schools and their respective feeder schools. The fourth School Resource Officer will generally be assigned to the Burton School District. These assignments will not preclude the ability of each Officer to

respond to other areas as needed. Department staff is requesting Council approval to enter into an agreement to continue the School Resource Officer program with PUSD and BSD.

RECOMMENDATION: That the City Council:

1. Approve the Agreements for Joint Funding for School Resource Officers for the period of July 1, 2020, through June 30, 2021; and
2. Authorize the Mayor to execute the agreements on behalf of the City of Porterville.

ATTACHMENTS:

1. BSD Joint Funding Cooperative Agreement 2020-2021
2. PUSD Joint Funding Cooperative Agreement 2020-2021

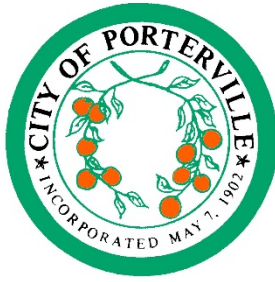
Appropriated/Funded:

Review By:

Department Director:

Eric Kroutil, Police Chief

Final Approver: Patrice Hildreth, Deputy City Manager



JOINT FUNDING COOPERATIVE AGREEMENT

This Agreement is entered into as of July 1, 2020, between the CITY OF PORTERVILLE ("CITY" or "DEPARTMENT"), and the BURTON SCHOOL DISTRICT ("BSD" or "DISTRICT") (each a "Party," and collectively, the "Parties"), with reference to the following:

- A. The Parties wish to continue efforts to create and maintain a safe environment for children attending school campuses in the City of Porterville, and the Parties believe this is vital to the educational process.
- B. The Parties desire to share in the costs of supplying a "School Resource Officer" ("SRO") to respond to reports from BSD officials concerning criminal and other activities occurring on the BSD campuses that jeopardize the safety and security of the children attending these schools.
- C. The Parties are willing to enter into this Agreement on the terms and conditions set forth below:

ACCORDINGLY, IT IS AGREED:

1. The term of this Agreement shall be for one year, commencing on July 1, 2020, and ending on June 30, 2021.
2. The CITY shall provide one sworn police officer to act as a "School Resource Officer" effective at the beginning of the school year, August 2020, and concluding at the end of the school year, June 2021. The SRO shall respond to school reports of criminal activity or other activity threatening the safety and security of children occurring on BSD school campuses located within the CITY's geographical limits, as well as Summit Charter Collegiate Academy, Summit Charter Intermediate Academy and Lombardi Elementary School. The guidelines and expectations of the SRO program are attached as Exhibit A. Nothing in this agreement prohibits the SRO from assisting other law enforcement officers when necessary due to high priority needs of the DEPARTMENT as determined by the on-duty supervisor.

3. The DEPARTMENT will be responsible for selecting which DEPARTMENT employee will serve as the SRO, or the acting SRO for days when the designated SRO may be on leave, absent for training, or otherwise not available.
4. The maximum estimated salary and benefit cost for an SRO during the term of this Agreement is \$110,000. This does not include any ancillary costs or overtime costs.
5. One SRO shall be assigned to the BSD and the salary and benefit costs for the one SRO shall be divided as follows: The CITY shall pay 35% of the salary and benefits cost, as well as all ancillary costs; BSD shall pay the remaining 65% in salary and benefits costs.
6. Based on the formula above, for this term, the CITY shall contribute up to \$51,000 to the SRO position. This represents 35% of the maximum estimated costs of salary and benefits for the position, plus approximately \$12,500 in ancillary costs.
7. Based on formula above, for this term, BSD shall contribute up to, but no more than, \$71,500 for one SRO position. This represents 65% of the maximum estimated salary and benefits costs (\$110,000).
8. The amounts to be contributed by BSD shall be due and payable as follows: BSD shall pay the amount as invoiced by the CITY, on an annual basis, of the actual costs (excluding ancillary) but no more than the contribution amounts specified above, within thirty days of receiving said invoice(s). The full contribution amounts shall be paid by the end of the CITY's fiscal year (June 30, 2021).
9. It is understood and agreed that if the funding is either discontinued or reduced for specified positions, any Party shall have the right to terminate this Agreement. In such event, the affected Party shall provide the other Party(ies) with at least sixty (60) days prior written notice of such termination.
10. It is mutually understood and agreed that the SRO at all times while carrying out this Agreement shall be acting as a CITY employee. The CITY shall retain the right to control and direct the services of the SRO pursuant to this Agreement, and shall retain the usual management rights, powers, and authority of an employer over such employees. The CITY will make every effort to ensure that scheduling of vacation leaves and training sessions for the SRO are made with consideration of the needs of the DISTRICT.
11. The certificated administrators of each school shall be responsible for student discipline and shall make all decisions regarding the imposition of discipline for students enrolled at their campus.

12. The parties agree that the SRO shall be deemed to be a “school official” for the performance on SRO’s duties on behalf of the DISTRICT. The SRO shall therefore be allowed access to student records but the DISTRICT is in direct control of the use, maintenance, and disclosure of student records in accordance with Education Code section 49076 and other applicable provisions of law. School officials shall allow the SRO to inspect and copy any student records maintained by the school for which the SRO has a “legitimate educational interest” within the scope of the SRO’s service under this Agreement. This includes access to student directory information to the extent permitted by DISTRICT policy, classroom assignments, attendance records, and discipline files. However, the SRO may not inspect or copy confidential student records outside the scope of the SRO’s service, except as allowed by law.

If confidential student record information is needed in an emergency to protect the health or safety of a student or others, the DISTRICT may disclose to the SRO information that is needed to respond to the emergency situation based on the seriousness of the threat to someone’s health or safety, the need of the information to meet the emergency situation, and the extent to which time is of the essence.

If confidential student record information is needed by the SRO but no emergency situation exists, the information may be released only upon the issuance of a subpoena, a court order or written authorization of the parent/guardian.

Pursuant to Education Code section 48902, the principal or designee shall notify the SRO of any acts of a student that may violate specified provisions of the Penal Code and Education Code. This may require the disclosure of the student’s name or other identifying information to the SRO, along with information related to the underlying offence.

13. Neither the DISTRICT nor the CITY shall discriminate because of race, religion, color, national origin, disability, marital status, age, or sex against any person by refusing any person or privilege offered to or engaged by the general public.
14. Indemnity-The DISTRICT shall indemnify, defend, and hold harmless the CITY, its officers, officials, employees, and volunteers from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgements, and expenses of litigation (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost) of every nature arising out of or in connection with the SRO’s performance of work or his or her failure to comply with any of its obligations contained in the Agreement, except such loss or damage which was caused by the active negligence by the CITY, or the gross or willful misconduct of the assigned officer.

The CITY shall indemnify, defend, and hold harmless the DISTRICT, its officers, officials, employees, and volunteers from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgements, and expenses of litigation (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost) of every nature arising out of the active negligence by the CITY or the gross or willful misconduct of the assigned officer during the performance of work hereunder.

If the DISTRICT rejects a tender of defense by the CITY and/or the assigned officer under this Agreement, and it is later determined that the CITY and/or the officer breached no duty of care and/or was immune from liability, the DISTRICT shall reimburse the CITY and/or officer for any and all litigation expenses (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost). A duty of care or immunity determination may be made by a jury or a court, including a declaratory relief determination by a court after the CITY and/or officer settles a liability claim, with or without participation by the DISTRICT.

The Parties acknowledge that it is not the intent of the Agreement to create a duty of care by the CITY or its assigned officer that they would not owe in the absence of the Agreement. The Agreement does not create and affirmative duty of care (including, without limitation, a duty to protect, a duty to deter and/or a duty to intervene) the CITY or the assigned officer and the absence of the assigned officer and/or patrol vehicle is not a material breach of this Agreement. The Parties further acknowledge that by entering into this Agreement neither the CITY nor its assigned officer intends to waive any immunities to which they would be entitled in the absence of the Agreement.

15. Except as otherwise required by law, any notice to be given shall be in writing and shall be either personally delivered, sent by facsimile transmission, or sent by first-class mail, postage prepaid, and addressed as follows:

CITY:

City Clerk of the City of Porterville
291 N. Main Street
Porterville, CA 93257
Phone: 559-782-7442
Fax: 559-782-7452

BSD:

Burton School District
264 N. Westwood
Porterville, CA 93257

Phone: 559-781-8020
Fax: 559-781-1403

Notice personally delivered is effective when delivered. Notice sent by facsimile transmission shall be deemed received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth day after mailing. Any Party may change the above address, phone number, or fax number by giving written notice pursuant to this paragraph.

a. No modification, amendment or addendum to this Agreement shall be valid unless it is set forth in writing and is signed by the parties.

b. Termination.

i. The right to terminate this Agreement under this provision may be exercised without prejudice to any other right or remedy to which the terminating Party may be entitled to by law or under this Agreement.

1. This Agreement may be terminated by any Party should another Party:

- a. be adjudged bankrupt,
- b. become insolvent or have a receiver appointed,
- c. make a general assignment for the benefit of creditors,
- d. suffer any judgment which remains unsatisfied for 30 days and which would substantively impair the ability of the judgment debtor to perform under this Agreement, or
- e. materially breach this Agreement.

2. For any occurrences except item (e), termination may be effected upon written notice by the terminating Party specifying the date of termination, with at least sixty (60) days advance written notice.

3. Upon a material breach, the Agreement may be terminated following the failure of the defaulting Party to remedy the breach to the satisfaction of the non-defaulting Party(ies) within five (5) days of written notice specifying the breach. If the breach is not remedied within the five (5) day period, the non-defaulting Party may terminate the Agreement on further written notice specifying the date of termination.

4. If the nature of the breach is such that it cannot be cured within a five (5) day period, the defaulting Party

may submit a written proposal within that period which sets forth a specific means to resolve the default. If the non-defaulting Party(ies) consent to that proposal in writing, which consent shall not be unreasonable withheld, the defaulting Party shall immediately embark on its plan to cure. If the default is not cured within the time agreed upon, the non-defaulting Party(ies) may terminate upon written notice specifying the date of termination.

- ii. Effects of Termination. Termination of this Agreement shall not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports or pre-termination contract activities.
- c. This Agreement, including all recitals, constitutes the entire agreement of the Parties. This Agreement may be amended or modified only by the mutual written agreement of the Parties. This Agreement is invalid unless approved by the legislative body of each Party, although it may be executed by an authorized agent of each Party. An authorized agent of the CITY shall be a person specifically authorized by the legislative body of the CITY to execute this Agreement, at the level of City Manager or City Attorney or equivalent.
- d. This Agreement reflects the contributions of all Parties and accordingly the provisions of Civil Code Section 1654 shall not apply to address and interpret any uncertainty.
- e. 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.
- f. The failure of any 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 the breach or any subsequent breach. The acceptance of any Party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by any other Party.
- g. This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the Parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either

Party is lost, the Agreement may be terminated at the option of the affected Party.

- h. Each Party agrees to execute any additional documents and to perform any further acts that may be reasonably required to effect the purposes of this Agreement.
- i. It is expected that this agreement will continue into coming years. In June of each year of the agreement, the Chief of Police and the Burton School District Superintendent, or their designees, shall convene a meeting to discuss the activities of the SRO during the previous school year. If the agreement is continued, the Chief of Police shall provide the new salary and benefits costs for the position, and the new agreement will indicate the amount of funding each party shall be responsible for.

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

CITY OF PORTERVILLE:

Martha A. Flores, Mayor

BURTON SCHOOL DISTRICT:

Sergio Mendoza, Superintendent

EXHIBIT A

GUIDELINES AND EXPECTATION OF THE SCHOOL RESOURCE OFFICER PROGRAM

The School Resource Officer Program is a collaborative effort by the Porterville Police Department, Porterville Unified School District, and Burton School District focused on preventing juvenile delinquency, maintaining a safe school environment, and providing a positive law enforcement presence in the school community. This effort will help bridge the gap between law enforcement officers and students in order to increase positive attitudes toward law enforcement, and reduce juvenile crime.

The exclusive focus on the physical and social territory of the school is an important aspect of the SRO program. Unlike law enforcement officers who respond to school problems as a result of calls for service or 911 calls by school personnel, the SRO knows the school's physical layout and is aware of who belongs on school property and who does not.

School Resource Officers have two main functions: law enforcement officer and advisor.

As a law enforcement officer, the SRO maintains a safe and secure school environment in which "teachers feel safe to teach and students feel safe to learn."

The SRO acts as an advisor to students, parents, teachers and staff on the law, delinquency, violence, substance abuse, child abuse and other law enforcement related issues.

The SRO may talk to students, parents, teachers, administrators and staff about problems and concerns they may have, and help them find possible solutions through referrals to counselors or appropriate social service or legal agencies for additional support and assistance.

The most effective way a SRO can accomplish these functions is to be a positive role model and mentor. Students learn from every interaction they may have with a SRO. It is essential for a SRO to be a positive role model who endorses high moral standards, exercises good judgment and discretion, is consistent and fair, respects students, and displays a sincere concern for the school community.

School Resource Officers must maintain a professional appearance, be visible, accessible and willing to talk to students. The SRO shall attend and participate in school activities, interact positively with students and the community, taking their concerns seriously while maintaining a supportive and positive relationship with faculty and school administrators.

The SRO is an extension of his/her agency as well as the school principal's office, as the officer's duties are comprised of both law enforcement and education. The SRO reports to both his/her agency commander and the school principal. Although the SRO will not serve as a disciplinarian, and disciplining students will remain the responsibility of the school faculty and administrators, the SRO will serve as a means for establishing cooperation, order and safety so that learning can take place, the business schools are about. This does not prevent the SRO from taking action in his/her official capacity.

Duties and expectations of the SRO shall include, but not be limited to the following:

- To protect lives and property for the citizens and public school students.
- To enforce Federal, State and Local criminal laws and ordinances, and to assist school officials with the enforcement of Board of Education Policies and Administrative Regulations regarding student conduct.
- To investigate criminal activity committed on or adjacent to school property.
- To counsel public school students in special situations, such as students suspected of engaging in criminal misconduct, when requested by the principal or the principal's designee or by the parents of the student.
- To assist other law enforcement officers with outside investigations concerning students attending the school(s) to which the SRO is assigned.
- To provide security for special school events or functions, such as PTA meetings, at the request of the principal or other school official.
- To prevent juvenile delinquency through close contact with students and school personnel.
- To establish liaison with school principals, faculty, and students.
- To inform the students of their rights and responsibilities as lawful citizens.
- To provide liaison between students and social agencies which provide needed services.
- To participate in campus activities when invited and feasible.
- To be aware at all times of the responsibility to improve the image of the uniformed law enforcement officer in the eyes of the students and the community.
- To confer with the principal to develop plans and strategies to prevent and/or minimize dangerous situations on or near the campus or involving students at school-related activities.



JOINT FUNDING COOPERATIVE AGREEMENT

This Agreement is entered into as of July 1, 2020, between the CITY OF PORTERVILLE ("CITY") and the PORTERVILLE UNIFIED SCHOOL DISTRICT ("PUSD") (each a "Party," and collectively, the "Parties"), with reference to the following:

- A. The Parties wish to continue efforts to create and maintain a safe environment for children attending school campuses in the city of Porterville, and the Parties believe this is vital to the educational process.
- B. The Parties desire to share in the costs of supplying "School Resource Officers" ("SROs") to respond to reports from PUSD officials concerning criminal and other activities occurring on the PUSD campuses that jeopardize the safety and security of the children attending these schools.
- C. The Parties are willing to enter into this Agreement on the terms and conditions set forth below:

ACCORDINGLY, IT IS AGREED:

1. The term of this Agreement shall be for one year, commencing on July 1, 2020, and ending on June 30, 2021.
2. The CITY shall provide three "School Resource Officers" effective at the beginning of the school year, August 2020, and concluding at the end of the school year, June 2021. The SROs shall respond to school reports of criminal activity or other activity threatening the safety and security of children occurring on PUSD school campuses located within the CITY's geographical limits. The guidelines and expectations of the SRO program are attached as Exhibit A. Nothing in this agreement prohibits SROs from assisting other law enforcement officers when necessary due to high priority needs of the department as determined by the on-duty supervisor.
3. The Department will be responsible for selecting which Department employees will serve as SRO's, or the acting SRO for days when the designated SRO may be on leave, absent for training, or otherwise not available.

4. The maximum estimated salary and benefit cost for an SRO during the term of this Agreement is \$110,000. This does not include any ancillary costs or overtime costs.
5. Three SROs shall be assigned to the PUSD District and the salary and benefit costs for the three SROs shall be divided as follows: The CITY shall pay 35% of the salary and benefits cost, as well as all ancillary costs; PUSD shall pay the remaining 65% in salary and benefits costs.
6. Based on the formula above, for this term, the CITY shall contribute an estimated amount of \$153,500 for three SRO positions. This represents 35% of maximum estimated costs of salary and benefits for each position, plus approximately \$38,000 in ancillary costs.
7. Based on the formula above, for this term, PUSD shall contribute up to, but no more than, \$214,500 for three SRO positions. This represents 65% of the maximum estimated salary and benefits costs (\$330,000).
8. The amounts to be contributed by PUSD shall be due and payable as follows: PUSD shall pay the amounts as invoiced by the CITY, on an annual basis, of the actual costs (excluding ancillary) but no more than the contribution amounts specified above, within thirty days of receiving said invoice(s). The full contribution amounts shall be paid by the end of the CITY's fiscal year (June 30, 2021).
9. It is understood and agreed that if the funding is either discontinued or reduced for specified positions, any Party shall have the right to terminate this Agreement. In such event, the affected Party shall provide the other Party(ies) with at least sixty (60) days prior written notice of such termination.
10. It is mutually understood and agreed that the SROs at all times while carrying out this Agreement shall be acting as CITY employees. The CITY shall retain the right to control and direct the services of the SROs pursuant to this Agreement, and shall retain the usual management rights, powers, and authority of an employer over such employees. The City will make every effort to ensure that scheduling of vacation leaves and training sessions for SROs are made with consideration of the needs of the school district.
11. The certificated administrators of each school shall be responsible for student discipline and shall make all decisions regarding the imposition of discipline for students enrolled at their campus.
12. The parties agree that the SRO shall be deemed to be a "school official" for the performance on SRO's duties on behalf of District. The SRO shall

therefore be allowed access to student records but the District is in direct control of the use, maintenance, and disclosure of student records in accordance with Education Code section 49076 and other applicable provisions of law. School officials shall allow the SRO to inspect and copy any student records maintained by the school for which the SRO has a "legitimate educational interest" within the scope of the SRO's service under this Agreement. This includes access to student directory information to the extent permitted by District policy, classroom assignments, attendance records, and discipline files. However, the SRO may not inspect or copy confidential student records outside the scope of the SRO's service, except as allowed by law.

If confidential student record information is needed in an emergency to protect the health or safety of a student or others, the District may disclose to the SRO information that is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety, the need of the information to meet the emergency situation, and the extent to which time is of the essence.

If confidential student record information is needed by the SRO but no emergency situation exists, the information may be released only upon the issuance of a subpoena, a court order or written authorization of the parent/guardian.

Pursuant to Education Code section 48902, the principal or designee shall notify the SRO of any acts of a student that may violate specified provisions of the Penal Code and Education Code. This may require the disclosure of the student's name or other identifying information to the SRO, along with information related to the underlying offence.

13. Neither the District nor the Department shall discriminate because of race, religion, color, national origin, disability, marital status, age, or sex against any person by refusing any person or privilege offered to or engaged by the general public.
14. Indemnity-The District shall indemnify, defend, and hold harmless the City, its officers, officials, employees, and volunteers from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgements, and expenses of litigation (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost) of every nature arising out of or in connection with the assigned officer's performance of work or his or her failure to comply with any of its obligations contained in the Agreement, except such loss or damage which was caused by the active negligence by the City, or the gross or willful misconduct of the assigned officer.

The City shall indemnify, defend, and hold harmless the District, its officers, officials, employees, and volunteers from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgements, and expenses of litigation (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost) of every nature arising out of the active negligence by the City or the gross or willful misconduct of the assigned officer during the performance of work hereunder.

If the District rejects a tender of defense by the City and/or the assigned officer under this Agreement, and it is later determined that the City and/or the officer breached no duty of care and/or was immune from liability, the District shall reimburse the City and/or officer for any and all litigation expenses (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost). A duty of care or immunity determination may be made by a jury or a court, including a declaratory relief determination by a court after the City and/or officer settles a liability claim, with or without participation by the District.

The Parties acknowledge that it is not the intent of the Agreement to create a duty of care by the City or its assigned officer that they would not owe in the absence of the Agreement. The Agreement does not create and affirmative duty of care (including, without limitation, a duty to protect, a duty to deter and/or a duty to intervene) the City or the assigned officer and the absence of the assigned officer and/or patrol vehicle is not a material breach of this Agreement. The Parties further acknowledge that by entering into this Agreement neither the City nor its assigned officer intends to waive any immunities to which they would be entitled in the absence of the Agreement.

15. Except as otherwise required by law, any notice to be given shall be in writing and shall be either personally delivered, sent by facsimile transmission, or sent by first-class mail, postage prepaid, and addressed as follows:

CITY:

City Clerk of the City of Porterville
291 N. Main Street
Porterville, CA 93257
Phone: 559-782-7442
Fax: 559-782-7452

PUSD:

Porterville Unified School District
600 W. Grand Avenue
Porterville, CA 93257

Phone: 559-793-2455
Fax: 559-793-1088

Notice personally delivered is effective when delivered. Notice sent by facsimile transmission shall be deemed received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth day after mailing. Any Party may change the above address, phone number, or fax number by giving written notice pursuant to this paragraph.

a. No part of this Agreement may be assigned by any of the Parties without the prior written consent of the other Parties.

b. Termination.

i. The right to terminate this Agreement under this provision may be exercised without prejudice to any other right or remedy to which the terminating Party may be entitled to by law or under this Agreement.

1. This Agreement may be terminated by any Party should another Party:

- a. be adjudged bankrupt,
- b. become insolvent or have a receiver appointed,
- c. make a general assignment for the benefit of creditors,
- d. suffer any judgment which remains unsatisfied for 30 days and which would substantively impair the ability of the judgment debtor to perform under this Agreement, or
- e. materially breach this Agreement.

2. For any occurrences except item (e), termination may be effected upon written notice by the terminating Party specifying the date of termination.

3. Upon a material breach, the Agreement may be terminated following the failure of the defaulting Party to remedy the breach to the satisfaction of the non-defaulting Party(ies) within five (5) days of written notice specifying the breach. If the breach is not remedied within the five (5) day period, the non-defaulting Party may terminate the Agreement on further written notice specifying the date of termination.

4. If the nature of the breach is such that it cannot be cured within a five (5) day period, the defaulting Party may submit a written proposal within that period which sets forth a specific means to resolve the default. If the non-defaulting Party(ies) consent to that proposal in writing, which consent shall not be unreasonable withheld, the defaulting Party shall immediately embark on its plan to cure. If the default is not cured within the time agreed upon, the non-defaulting Party(ies) may terminate upon written notice specifying the date of termination.
- ii. Effects of Termination. Termination of this Agreement shall not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports or pre-termination contract activities.
- c. This Agreement, including all recitals, constitutes the entire agreement of the Parties. This Agreement may be amended or modified only by the mutual written agreement of the Parties. This Agreement is invalid unless approved by the legislative body of each Party, although it may be executed by an authorized agent of each Party. An authorized agent of the City shall be a person specifically authorized by the legislative body of the City to execute this Agreement, at the level of City Manager or City Attorney or equivalent.
 - d. This Agreement reflects the contributions of all Parties and accordingly the provisions of Civil Code Section 1654 shall not apply to address and interpret any uncertainty.
 - e. 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.
 - f. The failure of any 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 the breach or any subsequent breach. The acceptance of any Party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by any other Party.
 - g. This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the Parties, to be in conflict with any code

or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either Party is lost, the Agreement may be terminated at the option of the affected Party.

- h. Each Party agrees to execute any additional documents and to perform any further acts that may be reasonably required to effect the purposes of this Agreement.
- i. It is expected that this agreement will continue into coming years. In June of each year of the agreement, the Chief of Police and the Porterville Unified School District Superintendent, or their designees, shall convene a meeting to discuss the activities of the SROs during the previous school year. If the agreement is continued, the Chief of Police shall provide the new salary and benefits costs for the position, and the new agreement will indicate the amount of funding each party shall be responsible for.

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

CITY OF PORTERVILLE:

Martha A. Flores, Mayor

PORTERVILLE UNIFIED SCHOOL DISTRICT:

Brad Rohrbach, Ed.D., Assistant Superintendent

EXHIBIT A

GUIDELINES AND EXPECTATION OF THE SCHOOL RESOURCE OFFICER PROGRAM

The School Resource Officer Program is a collaborative effort by the Porterville Police Department and the Porterville Unified School District focused on preventing juvenile delinquency, maintaining a safe school environment, and providing a positive law enforcement presence in the school community. This effort will help bridge the gap between law enforcement officers and students in order to increase positive attitudes toward law enforcement, and reduce juvenile crime.

The exclusive focus on the physical and social territory of the school is an important aspect of the SRO program. Unlike law enforcement officers who respond to school problems as a result of calls for service or 911 calls by school personnel, the SRO knows the school's physical layout and is aware of who belongs on school property and who does not.

School Resource Officers have two main functions: law enforcement officer and advisor.

As a law enforcement officer, the SRO maintains a safe and secure school environment in which "teachers feel safe to teach and students feel safe to learn."

The SRO acts as an advisor to students, parents, teachers and staff on the law, delinquency, violence, substance abuse, child abuse and other law enforcement related issues.

The SRO may talk to students, parents, teachers, administrators and staff about problems and concerns they may have, and help them find possible solutions through referrals to counselors or appropriate social service or legal agencies for additional support and assistance.

The most effective way a SRO can accomplish these functions is to be a positive role model and mentor. Students learn from every interaction they may have with a SRO. It is essential for a SRO to be a positive role model who endorses high moral standards, exercises good judgment and discretion, is consistent and fair, respects students, and displays a sincere concern for the school community.

School Resource Officers must maintain a professional appearance, be visible, accessible and willing to talk to students. The SRO shall attend and participate in school activities, interact positively with students and the community, taking their concerns seriously while maintaining a supportive and positive relationship with faculty and school administrators.

The SRO is an extension of his/her agency as well as the school principal's office, as the officer's duties are comprised of both law enforcement and education. The SRO reports to both his/her agency commander and the school principal. Although the SRO will not serve as a disciplinarian, and disciplining students will remain the responsibility of the school faculty and administrators, the SRO will serve as a means for establishing cooperation, order and safety so that learning can

take place, the business schools are about. This does not prevent the SRO from taking action in his/her official capacity.

Duties and expectations of the SRO shall include, but not be limited to the following:

- To protect lives and property for the citizens and public school students.
- To enforce Federal, State and Local criminal laws and ordinances, and to assist school officials with the enforcement of Board of Education Policies and Administrative Regulations regarding student conduct.
- To investigate criminal activity committed on or adjacent to school property.
- To counsel public school students in special situations, such as students suspected of engaging in criminal misconduct, when requested by the principal or the principal's designee or by the parents of the student.
- To assist other law enforcement officers with outside investigations concerning students attending the school(s) to which the SRO is assigned.
- To provide security for special school events or functions, such as PTA meetings, at the request of the principal or other school official.
- To prevent juvenile delinquency through close contact with students and school personnel.
- To establish liaison with school principals, faculty, and students.
- To inform the students of their rights and responsibilities as lawful citizens.
- To provide liaison between students and social agencies which provide needed services.
- To participate in campus activities when invited and feasible.
- To be aware at all times of the responsibility to improve the image of the uniformed law enforcement officer in the eyes of the students and the community.
- To confer with the principal to develop plans and strategies to prevent and/or minimize dangerous situations on or near the campus or involving students at school-related activities.



CITY COUNCIL AGENDA – JULY 7, 2020

SUBJECT: Authorization for the Saturday Sack Lunch Ministry to Serve Lunches to Those Experiencing Homelessness from the Jaye Street Park and Ride Lot

SOURCE: Parks and Leisure Services

COMMENT: As the City Council is aware, on March 27, 2020, the City began purchasing and serving lunches to those experiencing homelessness to fill the void left behind when Helping Hands closed due to Covid-19. These lunches were served at the Jaye Street Park and Ride Lot near the Tule River Parkway. City staff served lunches seven days a week from 12:00 -1:00 PM.

A representative from the local Saturday Sack Lunch Ministry, comprised of a group of local churches, contacted City staff in April inquiring how they could go about serving the lunches from the Jaye Street site. The Saturday Sack Lunch Ministry had previously been serving lunches from various sites on weekends. City staff had the volunteers sign waiver forms, and on April 25, 2020, this local group began volunteering to serve the lunches on the weekends. City staff continued delivering the lunches to the site and the various church groups would serve the lunches.

Helping Hands reopened on July 1, 2020, so the final day the City served lunches was June 30, 2020. The Saturday Sack Lunch Ministry is still interested in serving lunches from the Jaye Street location, as they prefer that site over other locations they have served from in the past. Council approval is necessary for the group to continue to serve lunch from the City's parking lot, and the group representative will need to provide insurance documentation to the City verifying that the City has been listed as an additional insured.

RECOMMENDATION: That the City Council approve the Saturday Sack Lunch Ministry to serve lunches to those experiencing homelessness on Saturdays from the Jaye Street Park and Ride Lot with the condition the group provides the appropriate insurance documentation to the City.

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:

Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – JULY 7, 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 16, 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

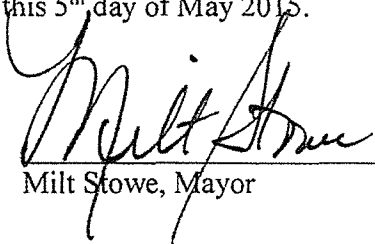
WHEREAS: the long-term ramifications of the current drought will have a significant impact on the city of Porterville and potentially pose a danger to the health and welfare of its residents; and

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

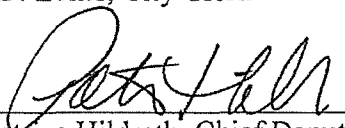
BE IT FURTHER RESOLVED: that the City Council of the City of Porterville requests the Governor and California Department of Water Resources make available California Disaster Assistance Act funding for the State of Local Emergency proclaimed on May 5, 2015, and seek all available forms of Federal assistance, 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. Burrell Avenue
Visalia, CA 93291

(Fax No.: (559) 733-6318 / Phone No. (559) 636-5005)

CITY: City Manager
291 N. Main St.
Porterville, CA 93257

(Fax No.: (559) 715-4013/ Phone No. (559) 782-7466)

Notice delivered personally or sent by facsimile transmission is deemed to be received upon receipt. Notice sent by first class mail shall be deemed received on the fourth day after the date of mailing. Either party may change the above address by giving written notice pursuant to this paragraph.

6. This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any uncertainty.
7. Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.
8. This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. This Agreement is entered into and shall be performed in Tulare County, California. CITY waives the removal provisions of California Code of Civil Procedure Section 394.
9. The failure of either party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party or either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.
10. The Recitals and the Exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

11. This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court of other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases the remainder of the Agreement shall continue in full force and effect.
12. Each party agrees to execute any additional documents and to perform any further acts which may be reasonably required to affect the purposes of this Agreement.
13. CITY expressly agrees that it will not discriminate in employment or in the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.
14. Insurance
15. Permit
16. Dispute Resolution: If a dispute arises out of or relating to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties, otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within 30 days, either party may pursue litigation to resolve the dispute.
17. Indemnification: CITY shall hold harmless, defend and indemnify COUNTY, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, including COUNTY property, arising from, or in connection with, the performance by CITY or its agents, officers and employees under this Agreement. This indemnification specifically includes any claims that may be made against COUNTY by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against COUNTY alleging civil rights violations by CITY under Government Code sections 12920 et seq. (California Fair Employment and Housing Act), and any fines or penalties imposed on COUNTY for CITY's failure to provide form DE-542, when applicable. This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

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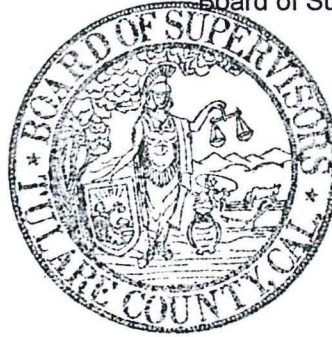
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THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

COUNTY OF TULARE

BY Mike Ennis
Mike Ennis Chairman,
Board of Supervisors



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

By Danisa A. Ybana
Deputy Clerk

Approved as to Form
County Counsel

By M. G. [Signature] for LMT
Deputy 20151902

CITY OF PORTERVILLE

BY Milt Stowe
Milt Stowe, Mayor

ATTEST:
City Clerk of the City of Porterville

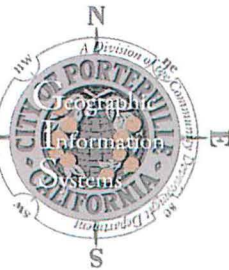
BY J. L. [Signature]
John Lollis, City Manager

Approved as to Form

BY [Signature]
City Attorney

EXHIBIT 'A'

East Porterville Project Boundary



Legend

-  East Porterville Project Boundary
 Parcels Within Project Boundary Area (1,776)
 City Limits
 UDB

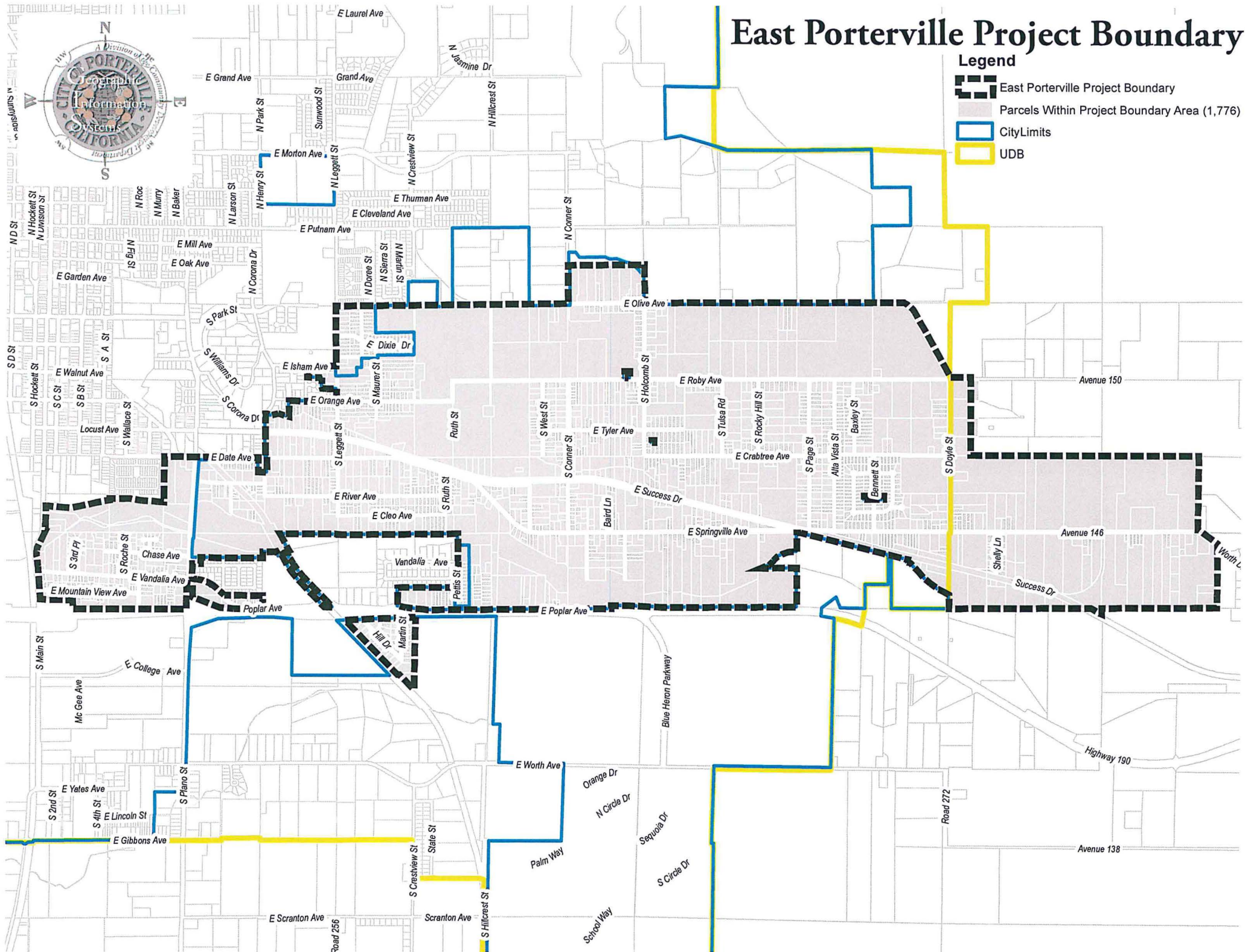


EXHIBIT 'B'

RESOLUTION NO. 74 -2014

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

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

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

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

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

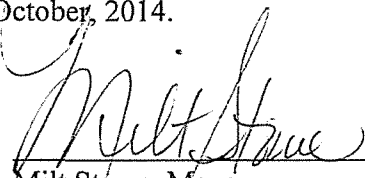
1. To promote orderly development while discouraging urban sprawl, preserving open space and prime agricultural lands, and efficiently extending government services.
2. To honor the City’s fundamental responsibility to provide efficient and sustainable public services to the inhabitants of the city,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

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

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

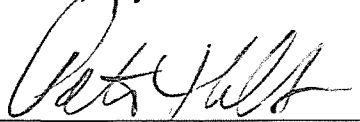
2. It shall be the policy of the City of Porterville to consider extra-territorial service requests primarily within the Urban Development Boundary, which is defined as the City of Porterville Annexation Boundary, as adopted by Tulare County LAFCo.
3. It shall be the policy of the City of Porterville,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

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


Milt Stowe, Mayor

ATTEST:

John D. Lollis, City Clerk

By: 
Patrice Hildreth, Chief Deputy City Clerk

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

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

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

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

JOHN D. LOLLIS, City Clerk


By: Luisa M. Zavala, Deputy City Clerk

RESOLUTION 19-2016

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

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

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

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

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



Milt Stowe, Mayor

ATTEST:

John D. Lollis, City Clerk

BY 

Luisa Zavala, Deputy City Clerk

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

ANNEXATION APPLICATION PROCEDURE

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

ANNEXATION EXEMPTION PROCEDURE

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

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

EXTRATERRITORIAL SERVICES APPLICATION PROCEDURE

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

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

Within the Urban Development Boundary:

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

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

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

Within the Urban Area Boundary:

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

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

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

EXEMPTIONS AND EXCEPTIONS

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

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

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

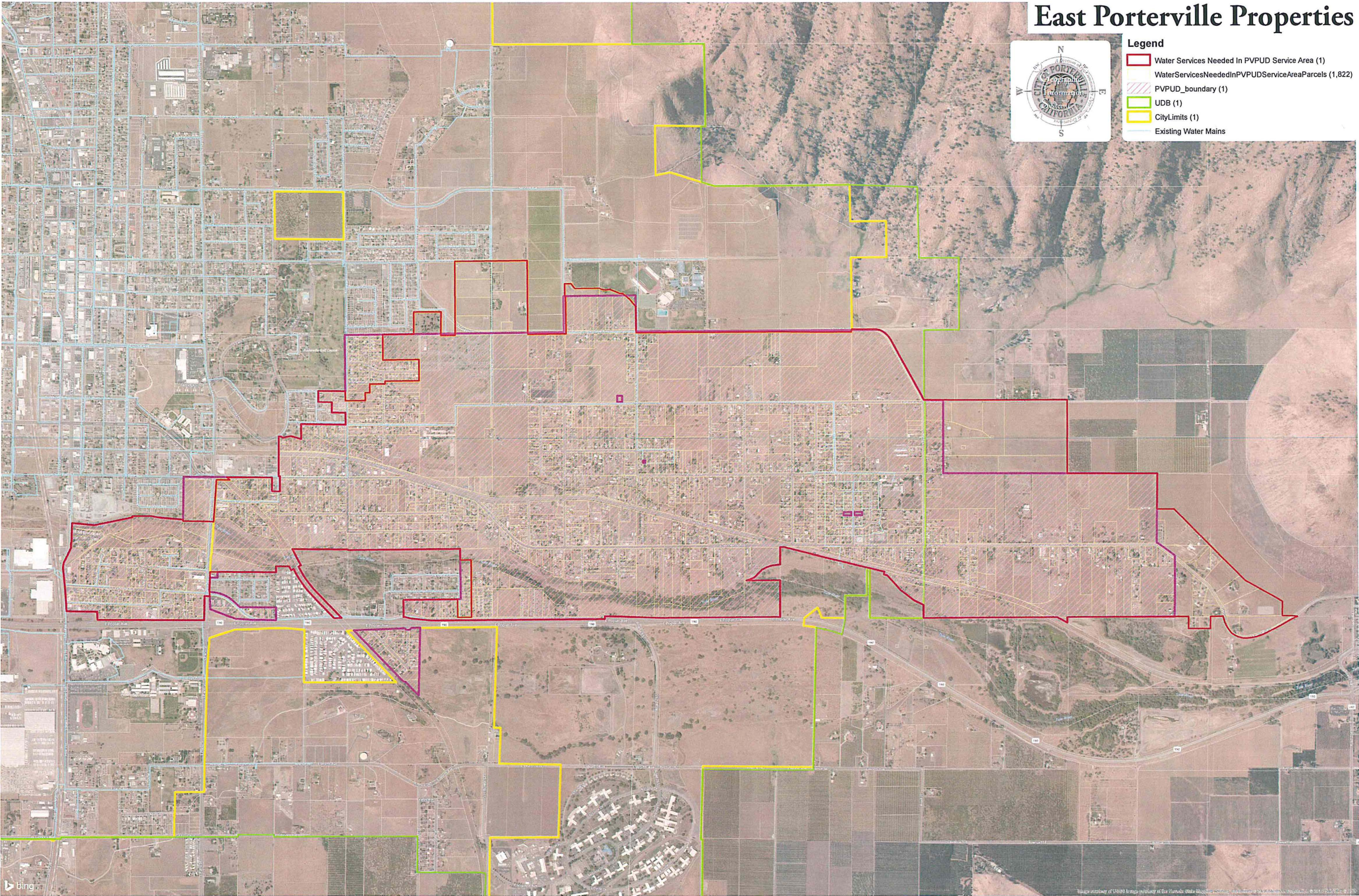
3. PROPERTIES WITHIN THE EAST PORTERVILLE FEASIBILITY STUDY PROJECT AREA: The California State Water Resources Control Board, in coordination with the Department of Water Resources Drought Task Force, is charged with preparing a feasibility study to define a long-term solution to the water related issues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

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

East Porterville Properties



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



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

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

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

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

JOHN D. LOLLIS, City Clerk

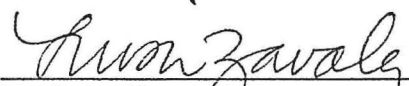

By: Luisa Zavala, Deputy City Clerk

EXHIBIT 'C'



EXHIBIT 'D'

Scope of Work

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

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

Tasks:

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

Discussion Draft

Subject to Additional Review and Modification by the Parties

Porterville MOU
Draft 2
June 15, 2016
PortervilleEmergencyMOU061516



Memorandum of Understanding (MOU)

Regarding the Provisions of Emergency Water Supplies to East Porterville

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

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

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

which are collectively known as the “Parties”

Recitals

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

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

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

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

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

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

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

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

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

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

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

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

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

Understanding

A. Description of Emergency Project and Long-Term Plan

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

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

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

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

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

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

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

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

B. Project Contributions of the Parties

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

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

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

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

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

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

C. General Provisions

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

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

[Signatures on following page]

This MOU has been executed by:

California Department of Water Resources

State Water Resources Control Board

California Office of Emergency Services

County of Tulare

City of Porterville

List of Exhibits

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



Amendment No. 1

To the East Porterville Water Supply Project

Memorandum of Understanding (MOU)

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

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

Recitals

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

This MOU has been executed by:

California Department of Water Resources

State Water Resources Control Board

California Office of Emergency Services

County of Tulare

City of Porterville



EDMUND G. BROWN JR.
GOVERNOR



MATTHEW RODRIGUEZ
SECRETARY FOR
ENVIRONMENTAL PROTECTION

State Water Resources Control Board

NOV 29 2017

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

RECEIVED

DEC 04

CITY OF PORTERVILLE
CITY MANAGER

Dear Mayor Stowe:

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

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

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

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

Sincerely,


James Maughan, Assistant Deputy Director
Division of Financial Assistance

cc: See next page

DEPARTMENT OF WATER RESOURCES

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



January 18, 2018

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

RECEIVED

JAN 22 2018

City of Porterville
Public Works Dept

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

Dear Mr. Reed:

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

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

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

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

Sincerely,

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

Kevin Faulkenberry, Chief
South Central Region Office

Executive Department

State of California

EXECUTIVE ORDER B-40-17

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

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

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

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

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

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

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

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

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

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

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

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

I FURTHER ORDER THAT:

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

MAINTAINING CONSERVATION AS A WAY OF LIFE

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

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

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

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

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

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

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

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

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


EDMUND G. BROWN JR.
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State





CITY COUNCIL AGENDA – JULY 7, 2020

SUBJECT: Acceptance of Amended Final Subdivision Map - 4th Street Apartments, Phase 2

SOURCE: Engineering and Project Management

COMMENT: The subdivider, Smee Homes, Inc., has submitted an amended final map of the subject project for City Council approval. The subdivider is requesting approval prior to the acceptance of the required improvements. Per Government Code Section 66472.1, the amended final map of the subject property is subject to the public hearing process and said public hearing is confined to the proposed modification. The purpose of the amended map is to record reciprocal access easements between neighboring parcels.

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

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

RECOMMENDATION: That City Council:

1. Conduct the Public Hearing and consider all public testimony;
2. Approve the amended final subdivision map of 4th Street Apartments, Phase Two; and
3. Authorize the City Clerk to file said map with the County Recorder.

ATTACHMENTS: 1. Amended Final Map 4th Street Apartments, Phase 2

Appropriated/Funded:

Review By:

Department Director:

Javier Sanchez, Engineering & Project Management Director

Final Approver: Patrice Hildreth, Deputy City Manager

AMENDED
4TH STREET APARTMENTS, PHASE TWO

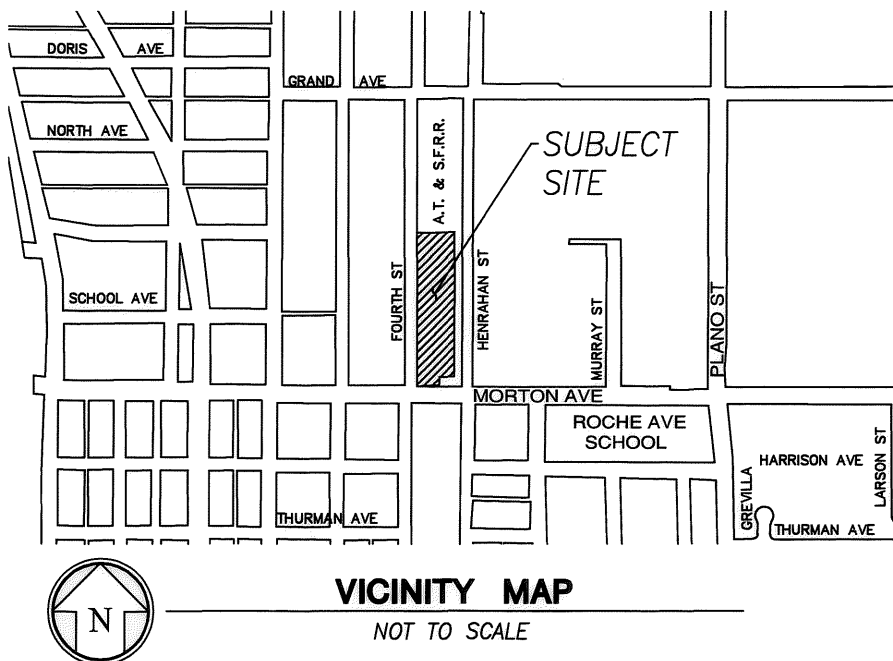
BEING A SUBDIVISION OF A PORTION OF THE WEST 250 FEET OF LOTS 8, 9, 11, AND 12, OF PIONEER LAND COMPANY'S FIRST SUBDIVISION, PER MAP IN BOOK 3 OF MAPS, PAGES 34 AND 35, TULARE COUNTY RECORDS, IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 25, T.21S., R.27E., MOUNT DIABLO BASE AND MERIDIAN, IN THE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

MAY 2020

BY:

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

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



AMENDMENT NOTE:

THE PURPOSE OF THIS MAP IS TO CORRECT AND AMEND THE LOCATION OF THE MONUMENT SET AT THE WESTERLY CORNER COMMON TO LOTS 6 & 7, THE TYPE AND CHARACTER OF THE MONUMENT SET AT THE NORTHEAST CORNER OF LOT 1, THE TYPE AND CHARACTER OF THE MONUMENTS SET AT THE SOUTHERLY CORNERS OF LOT 8, SAID CORNERS BEING THE EASTERLY AND WESTERLY TERMINUS OF THAT CERTAIN LINE DELINEATED AS "100.37" (M/D1)" ON SHEET 2 OF THIS MAP, AND TO INCLUDE A 25 FOOT WIDE RECIPROCAL ACCESS EASEMENT AS SHOWN ON SHEET 2 OF THIS MAP.

SAID CHANGES BEING FURTHER REPRESENTED WITH "*" "

LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT

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

FLOOD NOTE

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

SOIL ENGINEER'S STATEMENT

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

ON July 7th, 2017, IN ACCORDANCE WITH THE PROVISIONS OF ORDINANCE 900 OF THE MUNICIPAL CODE OF THE CITY OF PORTERVILLE AND THAT SAID REPORT IS ON FILE IN THE CITY BUILDING INSPECTOR'S OFFICE.

DATED THIS 12 DAY OF June, 2020

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



SURVEYOR'S STATEMENT

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

DATED THIS 17th DAY OF JUNE, 2020

Antonio S. Westerlund
ANTONIO S. WESTERLUND, P.L.S. 9399



CITY SURVEYOR'S STATEMENT

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

DATED THIS 24th DAY OF June, 2020

Dee Jasper
DORSEY E. JASPAR, CITY SURVEYOR, R.C.E. 23042



ZONING ADMINISTRATOR'S STATEMENT

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

DATED THIS : _____ DAY OF _____, 2019.

JENNIFER M. BYERS, COMMUNITY DEVELOPMENT DIRECTOR

CITY COUNCIL'S STATEMENT

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

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

BY: _____
CITY CLERK

CITY CLERK'S STATEMENT

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

DATED THIS _____ DAY OF _____, 20____.

BY: _____
CITY CLERK

BOARD OF SUPERVISORS' STATEMENT

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

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

OF _____, 20____.

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

BY: _____
DEPUTY

RECORDER'S STATEMENT

DOCUMENT NUMBER: _____ FEE PAID: _____

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

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

AT THE REQUEST OF QK.

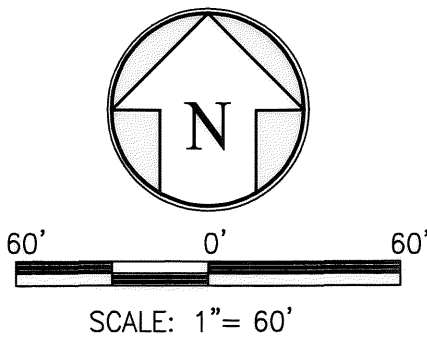
ROLAND P. HILL, TULARE COUNTY ASSESSOR/CLERK--RECORDER

BY: _____
DEPUTY

AMENDED
4TH STREET APARTMENTS, PHASE TWO

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

MAY 2020



BASIS OF BEARINGS

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

TAKEN AS: N00°03'28"E

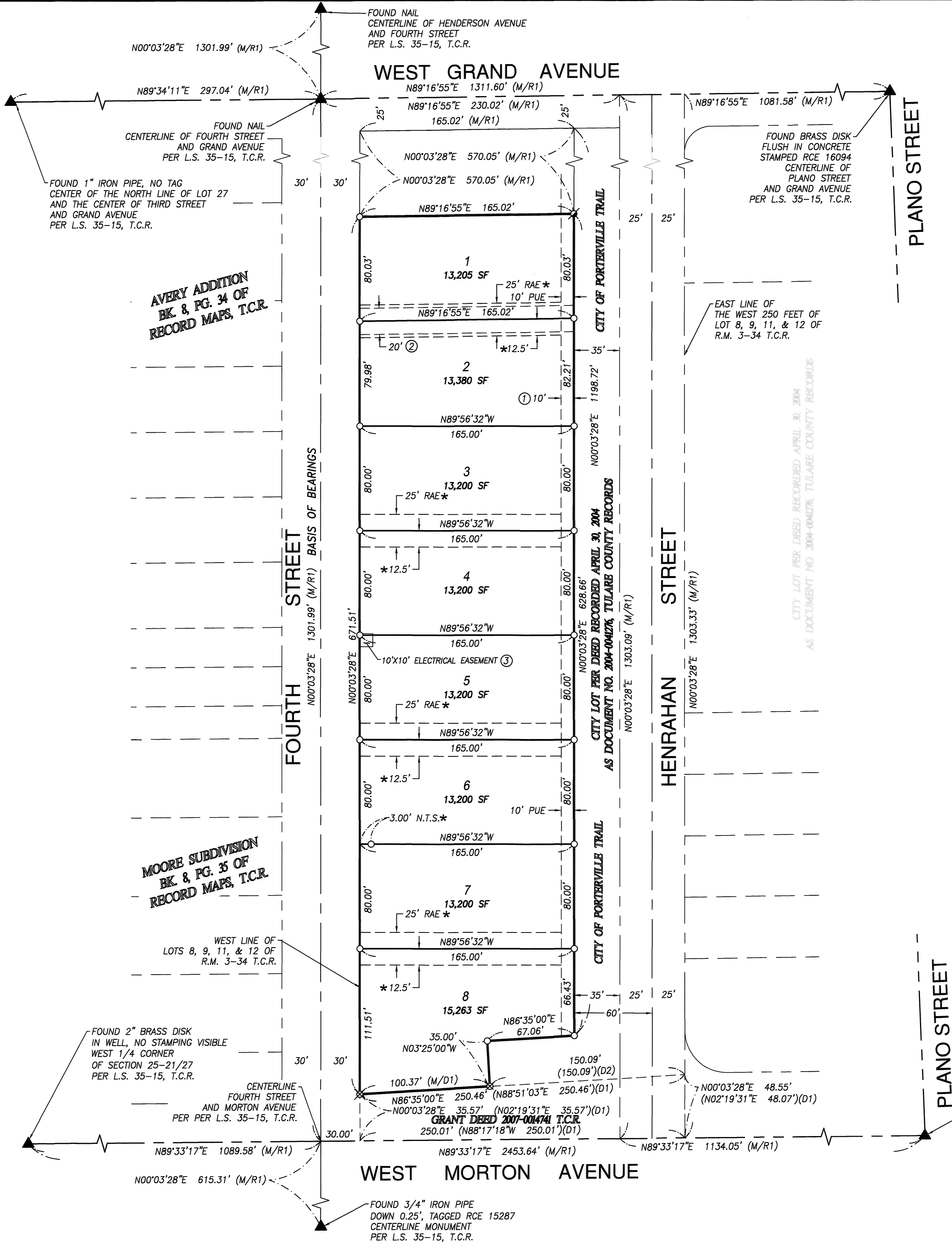
LEGEND

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

- ▲ FOUND MONUMENT AND ACCEPTED AS DESCRIBED
- SET 1" IRON PIPE WITH PLASTIC CAP, TAGGED "P.L.S. 9399"
- * SET NAIL WITH BRASS TAG IN CONCRETE FENCE FOOTING, STAMPED "P.L.S. 9399"
- * SET NAIL WITH BRASS TAG IN CONCRETE, STAMPED "P.L.S. 9399"
- ⊗ NOTE
- (D1) GRANT DEED 2017-0014741, T.C.R.
- (D2) GRANT DEED 2004-0041276, T.C.R.
- (R1) RECORD OF SURVEY RECORDED IN BOOK 35 OF LICENSED SURVEYS, PAGE 15, T.C.R.
- (M/RX) MEASURED AND RECORD DATA PER NOTED REFERENCE
- N.T.S. NOT TO SCALE
- PUE PUBLIC UTILITIES EASEMENT
- * RAE RECIPROCAL ACCESS EASEMENT PER THIS MAP
- SUBDIVISION BOUNDARY
- LOT LINES
- PROPERTY LINES
- - - EASEMENT LINE AS NOTED
- * INDICATES REVISION MADE; SEE AMENDED NOTE ON SHEET 1

NOTES

- 10' SEWER LINE EASEMENT, IN FAVOR OF THE CITY OF PORTERVILLE, PER DOCUMENT No. 2018-12514, RECORDED MARCH 13, 2018, TULARE COUNTY RECORDS.
- 20' EASEMENT FOR WATER PIPELINE, IN FAVOR OF THE CITY OF PORTERVILLE, PER DOCUMENT No. 2018-12515, RECORDED MARCH 13, 2018, TULARE COUNTY RECORDS.
- 10'X10' ELECTRICAL EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA EDISON, PER DOCUMENT No. 2018-26646 RECORDED MAY 1, 2018, TULARE COUNTY RECORDS.
- A GAS EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA EDISON, CANNOT BE PLOTTED PER INFORMATION IN DOCUMENT 2018-26994, RECORDED MAY 18, 2018, TULARE COUNTY RECORDS.





CITY COUNCIL AGENDA – JULY 7, 2020

SUBJECT: Consideration of the Joint Powers Agreement for Creation of the Tulare County Regional Transit Agency

SOURCE: Public Works

COMMENT: On April 20, 2020, the Tulare County Association of Governments (TCAG) approved a Joint Powers Agreement (JPA) for circulation to all Tulare County agencies for consideration.

The JPA follows the 2019 Tulare County Regional Transit Coordination Study by SBLB, LLC in association with Multimodal Solutions for TCAG (the Study), which included a series of steps and best practice recommendations towards the implementation of a JPA.

The purpose of this Agreement is to empower the Member Agencies to exercise their common power by the formation and operation of a Joint Powers Agency, hereafter called "Tulare County Regional Transit Agency", with full power and authority to own, operate, and administer a public transportation system within the jurisdictions of the Member Agencies. The Transit Agency shall be a public agency separate and apart from the Member Agencies.

Staff has highlighted the following key sections of the JPA:

Boundaries (Article I, Section 3): The boundaries of the Transit Agency shall coincide with the exterior boundaries of Tulare County but shall exclude the territory of any incorporated city within Tulare County that is not a Party to this Agreement.

Powers (Article I, Section 4): The Transit Agency shall have all powers necessary to carry out the purpose of this Agreement, except the power to tax.

Governing Board (Article II, Section 1): Each Member Agency shall appoint one regular Director and one alternate Director to the Board.

Executive Director (Article II, Section 4): The Board shall appoint an Executive Director. The Executive Director may be an employee of a Member Agency, an employee of the Transit Agency, or an independent contractor.

Voting (Article II, Section 8): A unanimous vote of the Directors present and voting is required for the approval of the budget, local transportation fund claims, withdrawal of a Member Agency, readmission of a prior Member

Agency.

Withdrawal and Readmission of Member Agencies (Article II, Section 14): Member Agencies may, on or before May 1 of any year, give written notice that it is withdrawing from the Transit Agency.

Level of Service (Article III, Section 2): The minimum level of public transit service provided within the jurisdiction of each Member Agency shall be established by the Transit Agency. The Transit Agency shall set levels of service based on appropriate established criteria, including: needs of residents, service performance, TCAG performance measures, Title VI compliance, and any other criteria deemed appropriate.

Source of Funds (Article III, Section 4): The Transit Agency shall have the authority to apply for any funds available for transit purpose from any regional, local, state, or federal sources. Each Member Agency shall make an annual contribution to the Transit Agency. The contribution shall be the member's pro rata share of the Transit Agency's annual budget, less any transit assistance funds that can be used for transit. The pro rata share shall be based on one-half on the ratios of populations and one-half on the ratios of transit service hours.

Transfer of Transit-Related Assets (Article III, Section 5): Member Agency shall consider the transfer of the Transit Agency, or retention, of the agency's existing transit-related assets.

As of July 1, 2020, the Cities of Dinuba, Exeter, Farmersville, Lindsay and Tulare, as well as the County of Tulare, have approved the JPA Agreement. On June 15, 2020, the City of Visalia determined that it would not become a member.

The formation of the JPA will benefit transit riders throughout Tulare County and the Member Agencies. Many of these benefits would be realized by having a single entity controlling all transit systems throughout Tulare County, which would allow for consistent branding, fare structure, service hours and days, and rider-focused planning. Member Agencies will benefit from economies of scale, centralized administration, planning, and financial departments.

Given an initial budget and service plan are not being adopted, the City's contribution cannot be determined. Since the JPA will be primarily funded by transit only funds, the City's ability to transfer unused local transportation funds (LTF) from transit to roads could be impacted. Historically, the City transfers approximately \$1 million of LTF from transit to roads.

RECOMMENDATION: That the City Council approve Option A or Option B:

Option A:

- Approve the Draft Resolution approving the Tulare County Regional Transit Agency Joint Powers Agreement; and

- Authorize the Mayor to sign the Tulare County Regional Transit Agency Joint Powers Agreement; and
- Appoint a member of the City Council to sit on the Board of Directors of the Tulare County Regional Transit Agency; and
- Appoint an alternate member of the City Council to sit on the Board of Directors of the Tulare County Regional Transit Agency.

Option B:

- Decline to participate in the Tulare County Regional Transit Agency Joint Powers Agreement.

ATTACHMENTS:

1. Draft Resolution
2. Draft Joint Powers Agreement
3. TCAG Memorandum - Joint Powers Agreement

Appropriated/Funded:

Review By:

Department Director:

Michael Knight, Public Works Director

Final Approver: John Lollis, City Manager

RESOLUTION NO. _____ - 2020

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF PORTERVILLE APPROVING THE JOINT POWERS AUTHORITY
AGREEMENT FORMING THE TULARE COUNTY REGIONAL TRANSIT AGENCY**

WHEREAS, on April 20, 2020 the Tulare County Association of Governments approved a Joint Powers Agreement for circulation to all Tulare County agencies for consideration; and

WHEREAS, the joint powers agreement is for the formation and operation of the Tulare County Regional Transit Agency (TCRTA); and

WHEREAS, the joint powers authority agreement of TCRTA is authorized with full power and authority to own, operate, and administer a public transportation system within the jurisdictions of the Member Agencies; and

WHEREAS, the City Council of the City of Porterville finds it is in the best interest of the City of Porterville to participate as a Member Agency of TCRTA; and

NOW THEREFORE, BE IT RESOLVED AND ORDERED that the City Council of the City of Porterville accepts the joint powers authority agreement as presented, and

BE IT RESOLVED AND ORDERED that the City Council authorizes the Mayor to sign the joint powers authority agreement that shall enable the City of Porterville to be a Member Agency of TCRTA.

PASSED AND ADOPTED by the City Council of the City of Porterville, State of California, at a regular meeting of said Council held on July 7, 2020.

Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk

**TULARE COUNTY REGIONAL TRANSIT AGENCY
JOINT POWERS AGREEMENT**

The Joint Powers Agreement (“Agreement”), dated this ____ day of _____, 2020, by and among the County of Tulare and the Cities of Dinuba, Exeter, Farmersville, Lindsay, Porterville, Tulare, Visalia, and Woodlake (each, a “Party” or “Member Agency” and together, the “Parties” or “Member Agencies” to this Agreement) is hereby entered into pursuant to Section 6500 *et seq.* of the Government Code of the State of California.

**Article I
General Provisions**

Section 1: Purpose

The purpose of this Agreement is to empower the Parties to exercise their common powers by the formation and operation of a Joint Powers Agency, hereafter called “Tulare County Regional Transit Agency” or “Transit Agency,” with full power and authority to own, operate, and administer a public transportation system within the jurisdictions of the Member Agencies. The Transit Agency shall be a public agency separate and apart from the Member Agencies.

Section 2: Name and Membership

The legal name of the Transit Agency shall be “Tulare County Regional Transit Agency.” Agencies eligible to enter into this Agreement include the County of Tulare and all incorporated cities within Tulare County. Upon entering into this Agreement, Member Agencies shall be required to maintain membership for the duration of the remaining fiscal year in which the Member Agency joined, plus the following three (3) fiscal years. Early withdrawal of any agency under these terms may be approved by unanimous vote of the Transit Agency’s Board of Directors if withdrawal is determined to be mutually beneficial.

Section 3: Boundaries

The boundaries of the Transit Agency shall coincide with the exterior boundaries of Tulare County but shall exclude the territory of any incorporated city within Tulare County that is not a Party to this Agreement.

Section 4: Powers

The Transit Agency shall have all powers necessary to carry out the purpose of this Agreement, except the power to tax. The powers of the Transit Agency specifically include, but are not limited to, the following:

- a. To operate a public transportation system to service the incorporated areas of the cities who elect to become Member Agencies hereunder and the unincorporated areas of the County of Tulare.

- b. To acquire, hold, and dispose of real and personal property.
- c. To acquire, construct, manage, maintain, and/or operate any facilities or improvements.
- d. To own, lease, operate, and maintain vehicles and other property and equipment, which are necessary or reasonable to carry out the purpose of this Agreement.
- e. To expend funds. This power shall be limited only by the availability of funds as set forth in Article III, Sections 4 and 9 of this Agreement.
- f. To sue and be sued in its own name.
- g. To make and enter into contracts for services.
- h. To incur debts, liabilities, and obligations, none of which shall become a debt, liability, or obligation of any Member Agency pursuant to California Government Code section 6508.1 (a) without the express written consent of that Member Agency, except that any debt, liability, or obligation of the Transit Agency with respect to retirement liabilities of the Transit Agency shall be a joint debt, liability, or obligation of each Member Agency if the Transit Agency contracts with a public retirement system.
- i. To provide and enter into agreements for transportation services to locations outside the jurisdiction and boundaries of any of the Member Agencies.
- j. To apply for and execute agreements for financial assistance from the State of California, U.S. Government, and other sources, and to obligate the Transit Agency to operate the public transportation system in accordance with the terms and conditions of said financial assistance.
- k. To purchase insurance.
- l. To employ staff, or to contract with the Member Agencies, or private vendors or individuals to provide the agency with necessary and appropriate services, including, but not limited to, an Executive Director and legal counsel. If the Transit Agency elects to employ its own staff, then the Board shall establish appropriate personnel rules and benefit programs, and determine whether to seek and approve membership in the Tulare County Employees Retirement Association, another established retirement/pension system, or make other retirement/pension options available for its employees.
- m. To adopt local debt policies pursuant to California Government Code section 8855.
- n. To adopt a Conflict-of-Interest Code pursuant to California Government Code section 87300.
- o. All other powers that are necessary and proper for the Transit Agency in order to provide public transportation services.

Article II Organization

Section 1: Governing Board of Directors

The powers of the Transit Agency are vested in its governing Board of Directors, hereafter called the "Board." The Board shall be composed of elected officials, hereafter called "Directors," from each Member Agency. Each Member Agency shall appoint one regular Director and one alternate Director to the Board. Each Director will serve at the pleasure of the Director's appointing authority; however, Directors who are members of the governing body of their respective Member Agencies shall cease to serve as

Directors upon termination of that public office. The applicable appointing authorities shall fill vacancies on the Board of Directors.

The following shall sit as non-voting, *ex-officio* members of the Board:

- a. The Tulare County Association of Governments (TCAG) Board members sitting as the Public Transit Representative and Alternate (if different than an already seated Transit Agency Director); and
- b. The Calvans Executive Director or his/her designee.

Section 2: Officers

a. The Board shall elect a Chair and Vice-Chair from among the Directors, and such other officers as the Board may deem necessary.

b. The Chair shall preside at all meetings of the Board and generally shall perform all duties incident to the office of Chair and such other duties as may from time to time be assigned to such office by the Board.

c. At the request of the Chair, or in case of his or her absence or disability, the Vice-Chair shall perform all duties of the Chair and, when so acting, shall have all the powers of, and be subject to all restrictions upon, the Chair. In addition, the Vice-Chair shall perform such other duties as may from time to time be assigned to that office by the Board of Directors or the Chair.

d. The Chair, Vice-Chair, and such other officers as are elected by the Board each shall serve at the pleasure of the majority of the Board and be elected for a term of two years, with no limit on the number of terms served. Each such officer shall continue to serve until his or her successor is elected, or until his or her death, resignation, or removal from office by the majority of the Board, whichever occurs earlier.

e. The Executive Director of the Transit Agency (provided for below) shall serve *ex-officio* as the Secretary of the Board. The Secretary shall (i) certify and keep at the office of the Transit Agency, or at such other place as the Board may order, the original or a copy of the Agreement, the Bylaws, and the other documents provided for below, as amended or otherwise altered; (ii) keep at the office of the Transit Agency, or at such other place as the Board may order, a book of minutes of all meetings of the Board, recording therein, the time and place of holding, whether regular or special, and, if special, how authorized, the notice thereof given, and the proceedings thereat; (iii) see that all notices are duly given in accordance with the provisions of this Agreement, the Bylaws, or as required by law; (iv) be custodian of the records of the Transit Agency; (v) exhibit at all reasonable times to any Director, upon application, the Bylaws and minutes of the proceedings of the Board; and (vi) in general, perform all duties of the office of Secretary and such other duties as may from time to time be assigned to such office by the Board or the Chair.

f. Any officer may resign at any time by giving written notice to the Board. Any such resignation shall take effect at the time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in this Agreement for regular election or appointment to such office.

g. With prior Board approval, the Chair, the Vice-Chair, or the Secretary is authorized to execute all documents in the name of the Transit Agency.

Section 3: Compensation

The members of the Board shall serve without compensation but shall receive reimbursement for actual and necessary travel expenses incurred in the performance of their duties and outlined in accordance with policies established by the Board.

Section 4: Executive Director

The Board shall appoint an Executive Director. The Executive Director shall serve at the pleasure of or upon the terms prescribed by the Board. The Executive Director so appointed may be an employee of a Member Agency, an employee of the Transit Agency, or an independent contractor (or employee of an independent contractor). Under rules and regulations provided by the Board, the powers and duties of the Executive Director are:

- a. To lead and coordinate the transit system of the Transit Agency and to be responsible to the Board for proper administration of all affairs of the Transit Agency.
- b. To appoint, assign, direct, supervise, and, subject to the personnel rules adopted by the Board, discipline or remove Transit Agency employees.
- c. To arrange for secondary support services, including: legal counsel, general services, office space, human resources, fiscal and administrative support, communications, information technology, payroll, and other support services necessary or convenient for the operation of the transit system and Transit Agency.
- d. To supervise and direct the preparation of the annual operating and capital improvement budgets, hereafter called "Budget", for the Board and be responsible for their administration after adoption by the Board.
- e. To formulate and present to the Board plans for transit facilities and/or services and the means to finance them.
- f. To supervise the planning, acquisition, construction, maintenance, and operation of the transit facilities and/or services of the Transit Agency.
- g. To provide regular performance updates to the Board.
- h. To attend all meetings of the Board and act as the Secretary of the Board. As Secretary, he or she shall cause to be kept minutes of all meetings of the Board, to cause a copy of the minutes of the previous Board meeting to be included with the agenda of the next regular meeting of the Board, and perform all of the duties prescribed in Section 2.e. above.
- i. To establish and maintain fare collection and deposit services.
- j. To organize and operate an ongoing transit marketing program, including special promotions.
- k. To evaluate and propose new programs and public transportation services, with implementation to occur as approved by the Board.
- l. To execute transfers within major budget units, in concurrence with the Treasurer/ Auditor-Controller of the Transit Agency, as long as the total expenditures of each major budget unit remain unchanged.
- m. To purchase or lease items, fixed assets, or services within the levels authorized in the applicable Budget.

- n. To lease buses, vans, and other transit vehicles on an “as needed” basis from public or private organizations when deemed necessary to assure continued reliability of service.
- o. To perform such other duties as the Board may require in carrying out the policies and directives of the Board.

Section 5: Meetings

The Board shall hold regular monthly meetings and shall establish a date, time, and place for those meetings. Meetings may be canceled by a vote of the Board. Special meetings may be called at any time by the Chair, or at the suggestion of the Executive Director, or upon written request by any two members of the Board. Each member shall receive written notice at least 24 hours in advance of any special meeting unless the member has specifically waived this required notice.

Section 6: Ralph M. Brown Act

All meetings of the Board shall be conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the California Government Code).

Section 7: Quorum

A majority of the total membership of the Board shall constitute a quorum for the transaction of business.

Section 8: Voting

Regular business will be acted upon by approval of a quorum of the Board, with the exception of the following actions which shall require approval by a unanimous vote of the Directors present and voting at a regular or special meeting of the Board, provided that a quorum of the Board is present and voting:

- a. Approval of the Budget.
- b. Local Transportation Fund (LTF) Claims Approval for Submittal to TCAG.
- c. Withdrawal of an agency prior to completion of initial new membership term (per Article I, Section 2).
- d. Readmission of an agency that was a prior member of the Transit Agency and has since withdrawn.

Section 9: Policies and Procedures, Bylaws, Conflict-of-Interest Code, and Debt Policies

Within the first six (6) months of the Transit Agency’s existence, the Board shall establish a Policies and Procedures Manual and Bylaws to govern the day-to-day operations of the Transit Agency, local debt policies pursuant to California Government Code section 8855, and a Conflict-of-Interest Code pursuant to California Government Code section 87300, all of which are not inconsistent either with applicable law or with this Agreement. Each Director and Member Agency shall receive a copy of the adopted Policies and Procedures Manual, the Bylaws, and the Conflict-of-Interest Code. Thereafter, the Board may amend

or repeal any bylaw, regulation, policy, procedure or portion of the Conflict-of-Interest Code, provided that such action is not inconsistent with either the applicable law or this Agreement. The Executive Director shall send to each Director and to each Member Agency all Bylaw amendments, and Debt Policy and Conflict-of-Interest Code revisions promptly after adoption by the Board.

Section 10: New Members

If a city within the County of Tulare not a Party to this Agreement desires to join the Transit Agency, it may become a Member Agency subject to such terms and conditions as may be prescribed by the Board. Upon becoming a Member Agency, the new Member Agency shall become responsible for its share of the funding for public transportation provided by the Transit Agency. The new Member Agency's share of the funding shall be determined in the same manner as for the original Member Agencies, as set forth in Article III, Section 4, "Sources of Funds" of this Agreement.

If a new city is incorporated in Tulare County, it may become a Member Agency, subject to such terms and conditions as may be prescribed by the Board. Upon becoming a Member Agency, the new city shall become responsible for its share of the funding for public transportation provided by the Transit Agency. The new city's share of the funding shall be determined in the same manner as for the original Member Agencies as set for the in Article III, Section 4, "Sources of Funds" of this Agreement. Regardless of whether or not the new city elects to become a Member Agency, at the end of the fiscal year during which incorporation becomes effective, unless otherwise agreed among the new city, the County, and the Transit Agency, the County will no longer be responsible for funding public transportation within the area included in the new city.

New Member Agencies shall be required to maintain membership in this Agreement for the duration of the fiscal year in which the Member Agency joined, plus the following three (3) fiscal years.

Section 11: Change of Boundaries

In the case of annexations, reorganization of transit services and costs due to new jurisdictional boundaries will occur. Funding for transit services provided within Member Agencies' jurisdictions shall be determined as set forth in Article III, Section 4, "Source of Funds" of this Agreement.

Section 12: Ratification and Effective Date

This Agreement shall become effective upon ratification by the legislative bodies of all participating agencies. This Agreement shall be dated and shall be effective upon the last date ratified by a Member Agency.

Section 13: Amendment of Agreement

This Agreement may be amended at any time by a supplemental written agreement executed by all Parties. Amendments may be made only with the unanimous approval of the legislative bodies of all of the Member Agencies.

Section 14: Withdrawal and Readmission of Member Agencies

Any Party to this Agreement may, on or before May 1 of any year, give written notice to the Transit Agency that it is withdrawing from the Transit Agency and terminating its rights and duties under the Agreement at the end of the fiscal year, and such notice shall have the same effect on the 30th day of June thereafter. Withdrawal at any other time requires approval of the Board per Article II, Section 8.

If a Member Agency chooses to withdraw, it nevertheless shall be responsible for its share of all Transit Agency contractual obligations in force on the effective date of withdrawal. Said share shall be determined in accordance with Article III, Section 4, "Sources of Funds" of this Agreement. The withdrawing agency shall remain responsible for said contractual obligations until the involved contracts legally expire or until the obligations can be changed or eliminated by negotiations between the contracting parties.

Each of the Parties to this Agreement hereby agrees that if it should withdraw from the Transit Agency and give up its rights and duties under this Agreement, as provided hereinabove, and the Transit Agency is not dissolved as a result of said withdrawal, then such withdrawing Party waives its right to any refund of contributions previously made by such Party to the Transit Agency and relinquishes to the Transit Agency all right, title, and interest it may have in any property of the Transit Agency.

After finalization of Member Agency withdrawal, that agency will be eligible to re-enter into this Agreement after one full fiscal year has passed. When any Party has ceased to be a Party to this Agreement, it shall not be entitled to again become a Party to this Agreement except upon unanimous consent of the Board and upon such terms and conditions as may be imposed by unanimous action of the Board.

Section 15: Duration of Agreement

This Agreement shall continue in full force and effect until termination is approved by all or by all but one of the legislative bodies of the Member Agencies, or until withdrawals have reduced the number of Member Agencies to less than two.

In the case of termination, contractual obligations shall be met in the same manner as specified for withdrawals in Article II, Section 14, "Withdrawal and Readmission of Member Agencies" of this Agreement.

Section 16: Distribution of Surplus Money and Property

Pursuant to California Government Code Sections 6511 and 6512, in the event that this Agreement is terminated, then all surplus money and property of the Transit Agency shall be distributed to the Member Agencies in proportion to the most recent annual contributions made by the Member Agencies under the terms of Article III, Section 4, "Source of Funds" of this Agreement. In the case of property, the Member Agencies may elect to receive their shares of the property in kind or may request that their shares be sold and the money distributed in the manner prescribed in this Section.

Section 17: Notification of Secretary of State, State Controller, and Local Agency Formation Commission

Pursuant to California Government Code Sections 6503.5 and 6503.6, the Transit Agency shall, within thirty (30) days of the effective date of this Agreement or amendment thereto, cause (a) a notice of the Agreement or amendment to be prepared and filed with the office of the California Secretary of State, (b) a full copy of the Agreement or amendment to be filed with the State Controller, and (c) a full copy of the Agreement or amendment to be filed with the Tulare County Local Agency Formation Commission.

**Article III
Financial and Service Level Provisions**

Section 1: Fiscal Year and Budget

The fiscal year for the Transit Agency shall be July 1 through June 30 of the following calendar year.

The Board shall adopt an Annual Budget prior to the beginning of each fiscal year. Except as otherwise provided in Article III, Section 4 of this Agreement, a unanimous vote of approval by all Directors present and voting at a regular or special meeting of the Board, which must be a quorum, shall be required for the adoption of the Budget.

The Annual Budget may carry forward funds for future fiscal years where necessary to reflect obligations under state or federal funding or grant agreements.

Section 2: Level of Service

The minimum level of public transit service provided within the jurisdiction of each Member Agency shall be established by the Transit Agency. The Transit Agency shall set levels of service based on appropriate established criteria, including: needs of residents, service performance, TCAG performance measures and other requirements, Title VI compliance, and any other criteria deemed a) appropriate by the Transit Agency and/or b) required by law. Unmet needs found reasonable to meet will also be implemented as required.

Costs of services above the minimum level of service as set by the Transit Agency shall be calculated based upon the marginal increase in cost, plus an allocation of fixed costs of the additional services based upon the proportion of vehicle hours of the new service to the total vehicle hours provided by the Transit Agency, and shall be charged to and paid by the requesting Member Agency.

Section 3: Service Changes

Transportation Development Act (TDA)-funded services may be adjusted from time to time as deemed appropriate by the Board. Additionally, each Member Agency, by resolution of its governing body, may submit a request for changes in the services funded through TDA within said Member Agency's jurisdictional boundaries. Said request shall include a description of the requested changes.

In reviewing requests for service increases, the Transit Agency shall consider:

- a. Whether such changes are in substantial conformance with applicable plans, such as transit plans and the Regional Transportation Plan, and comply with required minimum levels of service.
- b. Whether there is sufficient funding available to implement the proposed service change.
- c. Whether there is sufficient personnel, operating capacity, and capital resources available to implement such services.
- d. Whether changes are permissible under state and federal law, and including Transit Agency's willingness and ability to implement necessary actions required for requested changes.

In reviewing requests for service decreases that will amount to a funding reduction of ten (10) percent or more from the requesting agency's share, the Transit Agency shall require up to six (6) months to negotiate changes with the requesting Member Agency and to implement any reductions approved by the Board. The Transit Agency shall consider whether such changes are in substantial conformance with applicable plans, such as transit plans and the Regional Transportation Plan, and comply with required minimum levels of service.

Section 4: Sources of Funds

The Transit Agency shall have the authority to apply for any funds available for transit purposes from any regional, local, state, or federal sources. Claims for Local Transportation Funds must be unanimously approved by Directors present at a regular or special meeting of the Board and voting on the matter, which must be a quorum.

Each Member Agency shall make an annual contribution to the Transit Agency. The contribution shall be the member's pro rata share of the Transit Agency's annual budget, less any transit assistance funds that can only be used for transit. The pro rata share shall be based on one-half on the ratios of populations within a member's jurisdictional boundary (excluding the population of any non-member jurisdiction), and one-half on ratios of transit service hours available to each Member Agency. Notwithstanding the foregoing, while any debt incurred by the Transit Agency in accordance with this Agreement remains outstanding, (i) the annual budget of the Transit Agency shall include the aggregate amount of all principal and/or interest payments payable on such debt for each application fiscal year (which aggregate amount so budgeted shall be deemed approved by all Member Agencies, whether or not the annual budget, as a whole, has been approved in accordance with Article III, Section 1 of this Agreement), and (ii) each Member Agency which is a member on the date on which the Transit Agency incurs the applicable debt, shall be obligated to annually contribute its Local Transportation Funds (Government Code section 29530 et seq.), to the Transit Agency (whether the Member Agency remains a member or withdraws as a member of the Transit Agency).

Population figures shall be those published by the California Department of Finance. Transit service hour ratios shall be developed by TCAG or Transit Agency staff, as applicable, and shall be included as part of the Annual Budget.

Section 5: Transfer of Transit-Related Assets

Upon the effective date of this Agreement, each Member Agency shall consider the transfer to the Transit Agency, or retention, of the agency's existing transit-related assets. The terms and conditions for transfers and/or lease of assets shall be negotiated between the Transit Agency and applicable Member Agency. The Executive Director shall establish policies and procedures for maintaining assets and the use of assets necessary to provide public transportation services within its service area, including requirements for Transit Agency pre-approval of alterations and improvements.

Section 6: New Assets

Upon the effective date of this Agreement, the Transit Agency will become responsible for the purchase all new transit vehicles and related equipment, at a minimum, for the provision of services within its service area.

Section 7: Assignment of Federal Transit Administration (FTA) Contracts and Grant Application Authority

Subject to FTA and Transit Agency approval, Member Agencies may assign existing FTA contracts and policies, including contractual requirements, assurances, and responsibilities, over to the Transit Agency. The Executive Director shall be authorized to prepare, submit, and execute grant applications for the use of FTA operating, planning, and capital funds, as well as other state, federal, and local funds that may become available.

Section 8: Service Agreements

Upon the effective date of this Agreement, the Transit Agency shall work with Member Agencies to assume service agreements, if possible and feasible, for services necessary for the operation of the Transit Agency and for provision of service within its service area. Where service agreements cannot be assumed, the Transit Agency will work with contracting Member Agencies to utilize services until such time that the agreements are terminated, as necessary and appropriate. A Member Agency shall not enter into new transit service agreements as required for operation of the Transit Agency once its existing transit service agreements are terminated.

Section 9: Limitation of Financial Commitment

Except as provided in Article III, Section 4 of this Agreement, the Transit Agency shall not obligate Member Agencies to expenditure of general funds for transit purposes.

Section 10: Investment of Funds

Pursuant to California Government Code section 6509.5, the Transit Agency shall have the power to invest any money in the treasury pursuant to California Government Code section 6505.5 that is not re-

quired for the immediate necessities of the Transit Agency, as the Board determines is advisable, in the same manner and upon the same conditions as local agencies pursuant to California Government Code section 53601.

Article IV

Miscellaneous provisions

Section 1: Treasurer and Auditor

Pursuant to California Government Code Section 6505.5, the County Treasurer and County Auditor of the County of Tulare are hereby designated as Treasurer and Auditor of the Transit Agency. As such, they shall have the powers, duties, and responsibilities as set forth in said section of the Government Code. The County shall be compensated for the services rendered. The amount and method of compensation agreed upon between the County and Transit Agency shall be set forth in the Annual Budget of the Transit Agency.

Section 2: Annual Audit

The Board shall cause an annual audit to be prepared and filed pursuant to California Government Code Section 6505. The Transit Agency shall pay the cost of such audit whether conducted by the County Auditor or an independent auditor.

Section 3: Official Bonds

Pursuant to California Government Code Section 6505.1, the Board shall require the official bonds be filed by any officers, employees, or agents, which have access to the property of the Transit Agency. The cost of said bonds shall be borne by the Transit Agency.

Section 4: Purchasing Procedures

The Board may establish purchasing procedures and policies to ensure the Transit Agency receives competitive prices for the lease or purchase of goods and services. Formal bidding shall not be required unless specifically directed by the Board or required by applicable state or federal law.

Section 5: Indemnification

The Transit Agency shall indemnify, defend, and hold harmless the Member Agencies, their officers, agents, and employees, and members of the Board of Directors, their officers, agents, and employees, and committee members, their officers, agents, and employees, from and against any and all claims and losses whatsoever, occurring or resulting to persons, firms, or corporations furnishing or supplying work, services, materials or supplies to the Transit Agency in connection with the performance of this Agreement, and, except as expressly provided by law, from any and all claims and losses accruing or resulting to any persons, firm or corporation, for damage, injury, or death arising out of or connected with the Transit Agency's performance of its obligations under this Agreement. Nothing herein shall limit the

right of the Transit Agency to purchase insurance or to create a self-insurance mechanism to provide coverage for the foregoing indemnity.

In this regard, the Member Agencies do not intend hereby to be obligated either jointly or severally for the debts, liabilities or obligations of the Transit Agency, except as may be specifically provided for in California Government Code Section 895.2 as amended or supplemented. Provided, however, if any Member Agency is, under such applicable law, held liable for the acts or omissions of the Transit Agency caused by negligent or wrongful act or omission occurring in the performance of this Agreement, then such parties shall be entitled to contribution from the other Member Agencies so that after said contributions each Member Agency shall bear a proportionate share of such liability, in ratios consistent with those provided for in Article III, section 4 above. This Section 5 of Article IV does not apply to acts or omissions of a Member Agency in implementing the public transit system approved by the Transit Agency within such Member Agency's boundaries and managed in whole or in part by such Member Agency.

Section 6: Privileges and Immunities

All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, all pension, relief, disability, workmen's compensation, and other benefits which apply to the activity of officers, agents or employees of any Member Agency when performing their respective functions within the territorial limits of their respective public agencies, shall apply to them to the same degree and extent while engaged in the performance of any of their functions and duties extraterritorially under the auspices of the Transit Agency and the provisions of this Agreement.

Section 7: Finance or Refinance Acquisition of Transit Equipment

- a. Pursuant to California Government Code section 6518, the Transit Agency, without being subject to any limitations of any Party to the Agreement pursuant to California Government Code section 6509, may also finance or refinance the acquisition or transfer of transit equipment or transfer federal income tax benefits with respect to any transit equipment by executing agreements, leases, purchase agreements, and equipment trust certificates in the forms customarily used by a private corporation engaged in the transit business to effect purchases of transit equipment, and dispose of the equipment trust certificates by negotiation or public sale upon terms and conditions authorized by the parties to the agreement. Payment for transit equipment, or rentals therefor, may be made in installments, and the deferred installments may be evidenced by equipment trust certificates payable from any source or sources of funds specified in the equipment trust certificates that are authorized by the parties to the agreement. Title to the transit equipment shall not vest in the Transit Agency until the equipment trust certificates are paid.
- b. If the Transit Agency finances or refinances transit equipment or transfers federal income tax benefits with respect to transit equipment under subdivision (a), it may provide in the agreement to purchase or lease transit equipment any of the following:
 - (1) A direction that the vendor or lessor shall sell and assign or lease the transit equipment to a bank or trust company, duly authorized to transact business in the state as trustee, for the benefit and security of the equipment trust certificates.
 - (2) A direction that the trustee shall deliver the transit equipment to one or more designated officers of the Transit Agency.

- (3) An authorization for the Transit Agency to execute and deliver simultaneously therewith an installment purchase agreement or a lease of equipment to the Transit Agency.
- c. If the Transit Agency finances or refinances transit equipment or transfers federal income tax benefits with respect to transit equipment under subdivision (a), then it shall do all of the following:
 - (1) Have each agreement or lease duly acknowledged before a person authorized by law to take acknowledgments of deeds and be acknowledged in the form required for acknowledgment of deeds.
 - (2) Have each agreement, lease, or equipment trust certificate authorized by resolution of the Board.
 - (3) Include in each agreement, lease, or equipment trust certificate any covenants, conditions, or provisions that may be deemed necessary or appropriate to ensure the payment of the equipment trust certificate from legally available sources of funds, as specified in the equipment trust certificates.
 - (4) Provide that the covenants, conditions, and provisions of an agreement, lease, or equipment trust certificate do not conflict with any of the provisions of any trust agreement securing the payment of any bond, note, or certificate of the Transit Agency.
 - (5) File an executed copy of each agreement, lease, or equipment trust certificate in the office of the California Secretary of State, and pay the fee, as set forth in paragraph (3) of subdivision (a) of Section 12195 of the Government Code, for each copy filed
- d. The Transit Agency acknowledges that California Secretary of State may charge a fee for the filing of an agreement, lease, or equipment trust certificate under California Government Code section 6518. The agreement, lease, or equipment trust certificate shall be accepted for filing only if it expressly states thereon in an appropriate manner that it is filed under California Government Code section 6518. The filing constitutes notice of the agreement, lease, or equipment trust certificate to any subsequent judgment creditor or any subsequent purchaser.
- e. Each vehicle purchased or leased under California Government Code section 6518 shall have the name of the owner or lessor plainly marked on both sides thereof followed by the appropriate words "Owner and Lessor" or "Owner and Vendor," as the case may be.

Section 8: Issuance of Revenue Bonds or Other Debt

Pursuant to Article 2, commencing with section 6540, of Chapter 5 of Division 7 of Title 1 of the California Government Code and upon the affirmative authorization of each of the Member Agencies, the Transit Agency may issue revenue bonds or other forms of indebtedness, including refunding bonds, pursuant to that article to pay the cost and expenses of acquiring or constructing mass transit facilities or vehicles, including any or all expenses incidental thereto or connected therewith, and such expenses may include engineering, inspection, legal and fiscal agents' fees, costs of the issuance and sale of said bonds, working capital, reserve fund, and bond interest estimated to accrue during the construction period and for a period of not to exceed 12 months after completion of construction. The proceeds of the bonds shall be used only for the project provided for in the indenture pursuant to which such revenue bonds are issued. Pursuant to California Government Code section 6547.8, no Director shall be personally liable on the bonds or subject to any personal liability by reason of the issuance of bonds pursuant to

this authority. Pursuant to California Government Code section 6551, said revenue bonds shall not constitute a debt, liability, or obligation of any Member Agency unless that Member Agency has given its express written consent to such obligation.

Section 9: Insurance

The Transit Agency shall obtain insurance for all Directors and Member Agencies, including, but not limited to, directors and officers liability insurance, and general liability insurance, containing policy limits in such amounts as the Board shall determine will be necessary to adequately insure against the risks of liability that may be incurred by the Transit Agency.

Section 10: **Dispute Resolution Procedures**

This Section shall govern the resolution of all controversies or claims among or between the Parties, including those that may arise between the Transit Agency and a Member Agency, that arise from or are related to this Agreement and any modifications hereto (collectively, "Arbitrable Disputes"). Wherever this Agreement makes reference to any means of resolving Arbitrable Disputes among or between the Parties, and/or the Transit Agency and a Member Agency, the Parties agree to follow the meet and confer and mediation procedure described below prior to initiating any litigation to resolve the dispute. Pending the resolution of any dispute hereunder, the Transit Agency and each Party shall continue to perform or otherwise fulfill its obligations under the Agreement. For convenience, the parties to a particular dispute are referred to in this Article as the "Disputants" and may include one or more Member Agencies and /or the Transit Agency.

- a. **Opportunity to Cure.** Notwithstanding any other provision in this Agreement, no Disputant may terminate the Agreement or pursue any remedy for any breach of this Agreement without first giving the applicable Party written notice of such breach and a reasonable time, not less than thirty (30) days, within which to cure such breach.
- b. **Voluntary Resolution, Meet and Confer Obligation.** In recognition of the government-to-government relationships of the Parties, the Disputants will make their best efforts to resolve disputes that occur under this Agreement by good faith negotiations whenever possible. Therefore, without prejudice to the right of any Disputant to seek injunctive relief against the other(s) pursuant to this Section 10, subsection e., when circumstances are deemed to require injunctive relief, the Parties hereby establish a threshold requirement that disputes between or among the Disputants first be subject to a process of meeting and conferring in good faith in order to allow the opportunity to cure any breach of contract issue between or among the Disputants, and to foster a spirit of cooperation and efficiency in the administration and monitoring of performance and compliance by each other with the terms, provisions, and conditions of this Agreement, as follows:
 - (1) Any Disputant shall give the other applicable Disputant(s), as soon as possible after the event giving rise to the concern, written notice setting forth, with specificity, the issues to be resolved. Notice shall be provided consistent with Section 11 below. Said notice shall suggest a date, time and place for the meeting. The Disputants may jointly decide to meet at another time and place; provided, however, the Disputants agree that such meeting shall commence within fifteen (15) calendar days after the date that the origi-

nal notice was given to the applicable Party, unless the Disputants agree that there is good cause to extend this time limit.

- (2) The Disputants agree that the meet and confer, including proceedings or discussions concerning the proposed meet and confer, is to be considered a confidential settlement negotiation for the purpose of all state and federal rules protecting disclosures made during such conferences from later discovery or use in evidence. All conduct, statements, promises, offers, views and opinions, oral or written, made during a meet and confer by any Party or a Party's agent, employee, or attorney shall be deemed to be confidential and shall not be subject to discovery or be admissible for any purpose, including impeachment, in any litigation or other proceeding, including mediation, involving the Disputants; provided, however, that evidence otherwise subject to discovery or otherwise admissible is not excluded from discovery or admission into evidence simply as a result of it having been used in connection with the meet and confer.
 - (3) Absent mutual consent of the Disputants, if a noticed meeting fails to commence within the fifteen (15) calendar day period, or if a reasonable attempt to schedule or reschedule the meeting has not been made within those fifteen (15) calendar days, then the meet and confer obligation imposed under this Section shall be deemed to have been satisfied and the Disputants shall be free to pursue their rights and remedies under this Section 10, unless the reason for such failure to meet and confer is the refusal of the Party asserting a claim to participate in the meet and confer, in which event said claim will be deemed to have been waived.
 - (4) If the dispute is not resolved to the satisfaction of the Disputants within thirty (30) calendar days after the first meeting, then upon the written request of any Disputant, the dispute may be submitted to non-binding mediation in accordance with Subsection c of this section ("Mediation Request"). The disputes submitted to non-binding mediation shall be limited to claims that this Agreement has been breached by one or more Disputants or the Transit Agency.
- c. **Mediation.** In the event a dispute arising under this Agreement is not resolved through the above-described meet and confer process, then within thirty (30) days after notice is provided through a Mediation Request, the Disputants to the dispute agree to participate in non-binding mediation administered by a mediator, mutually agreed to by the Disputants, to help mediate and settle the dispute as soon as practicable. The mediation shall proceed as follows:
- (1) The mediation shall be held at a mutually agreeable location within Tulare County, California.
 - (2) The Disputants shall work together to select a single mediator, but if the Disputants cannot agree on a mediator within forty-five (45) calendar days of the Mediation Request, then each Disputant will provide the others with three (3) names of proposed mediators based on substantive and procedural knowledge, availability, and location. Each Disputant will have an opportunity to strike one (1) name from the list provided by the other Disputants and rank the remaining two (2) names 1-2, with one (1) being the most favorable. The Disputants shall then exchange lists of proposed mediators and the ranking numbers from each Disputant will be added together; the proposed mediator whose combined ranking number is the lowest, which is most favorable, will be deemed

to have been chosen to serve as mediator for the particular dispute (the "Mediator"). If any Disputant fails to act within the forty-five (45) calendar day period, then the mediator shall be appointed by Fresno, California office of the American Arbitration Association ("AAA") in accordance with applicable AAA Commercial Arbitration Rules for large, complex commercial disputes.

- (3) The Mediator shall meet with and hear presentations by the Disputants as soon as practicable after appointment.
 - (4) Mediation will be conducted consistent with California Evidence Code Sections 1115-1129, this Section 10, and, to the extent practicable, the Commercial Mediation Procedures of the American Arbitration Association ("AAA"). The Mediator shall owe a professional duty to all Disputants, and shall be barred from testifying in any litigation or arbitration concerning any information obtained or disclosed in the course of the mediation.
 - (5) Each Disputant shall bear its own costs and attorneys' fees, and an equal proportionate share of all fees and expenses of the Mediator.
 - (6) Unless otherwise agreed upon by the Disputants in writing, the mediation shall be completed within ninety (90) days of the selection of the Mediator.
 - (7) The Mediator's recommendations shall not be binding on or admissible against any Disputant. The Arbitrable Dispute shall be resolved in accordance with the litigation provisions set forth in Subsection d. below if: (1) a Disputant elects to reject the Mediator's recommendations; or (2) the Mediator does not meet with the Disputants.
 - (8) The Disputants agree that the mediation, including proceedings or discussions concerning the mediation, is to be considered a confidential settlement negotiation for the purpose of all state and federal rules protecting disclosures made during such conferences from later discovery or use in evidence. All conduct, statements, promises, offers, views and opinions, oral or written, made during the mediation by any Disputant or a Disputant's agent, employee, or attorney shall be deemed to be confidential and shall not be subject to discovery or admissible for any purpose, including impeachment, in any litigation or other proceeding involving the Disputants; provided, however, that evidence otherwise subject to discovery or admissible is not excluded from discovery or admission into evidence simply as a result of it having been used in connection with the mediation.
- d. **Litigation.** Following the satisfaction of the meet and confer and mediation requirements, any controversy(ies) or claim(s) arising out of or relating to this Agreement that was not resolved during the meet and confer or mediation process (as applicable) may be resolved through litigation by or among the Disputants.
- e. **Expedited Procedure for Threats to Public Safety**
- (1) **Judicial Litigation.** If any Disputant reasonably believes that another Disputant's violation of this Agreement has caused or will cause an imminent and significant threat to public health or safety, resolution of which cannot be delayed for time periods otherwise specified in this Section 10, then the complaining Disputant may proceed with judicial litigation consistent with the provisions of this Section 10.
 - (2) The Parties consent to the jurisdiction of the Tulare County Superior Court for purposes of obtaining declaratory relief and specific performance under this Subsection.

Section 11: Notice

All notices required by this Agreement will be deemed to have been given when made in writing and personally delivered or mailed to the respective representatives of Parties at their respective addresses on file with the Transit Agency. Any Party may change the address to which such communications are to be given by providing the other Parties with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change. All notices will be effective upon receipt and will be deemed received through delivery if personally served, or on the fifth (5th) day following deposit in the mail.

Section 12: No Third Party Beneficiaries and No Assignment

This Agreement is not intended to, and will not be construed to, confer a benefit or create any right for any person or entity that is not a Party. The Parties agree that this Agreement and any of the obligations of the Parties under this Agreement may not be assigned to any third party and that no third party possesses the right or power to bring an action to enforce any of the terms of this Agreement.

Section 13: Waiver

The waiver by any Party or any of its officers, agents or employees or the failure of any other Party or its officers, agents or employees to take action with respect to any right conferred by, or any breach of any obligation or responsibility of this Agreement, shall not be deemed to be a waiver of such obligation or responsibility, or subsequent breach of same, or of any terms, covenants or conditions of this Agreement.

Section 14: Authorized Representatives

The persons executing this Agreement on behalf of the Parties hereto affirmatively represent that each has the requisite legal authority to enter into this Agreement on behalf of their respective Parties and to bind their respective Parties to the terms and conditions of this Agreement. The persons executing this Agreement on behalf of their respective Parties understand that all Parties are relying on these representations in entering into this Agreement.

Section 15: Successors in Interest

The terms of this Agreement will be binding on all successors in interest of each Party.

Section 16: Severability

If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable, this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. The Parties shall en-

deavor in good faith negotiations to replace the prohibited or unenforceable provision with a valid provision, with the economic effect of which comes as close as possible to that of the prohibited or unenforceable provision in accordance with Article IV, section 10 of this Agreement.

Section 17: Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter, and supersedes all prior negotiations, representations, or other agreements, whether written or oral. In the event of a dispute among the Parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement will be deemed to have been drafted by the Parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any Party to this Agreement. Headings contained in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 18: Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California.

Section 19: Counterparts

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

[THIS SPACE LEFT BLANK INTENTIONALLY; SIGNATURES FOLLOW ON NEXT PAGES]

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

COUNTY OF TULARE

By _____
Chair, Board of Supervisors

Attest: Jason T Britt, County Administrative Of-
ficer/Clerk of the Board of Supervisors

By _____

Approved as to Form:
COUNTY COUNSEL

By _____
Deputy (Matter No. 20192039)

CITY OF DINUBA

By _____
Mayor

Attest:

By _____
Dinuba City Clerk

Approved as to Form:

By _____
Dinuba City Attorney

CITY OF EXETER

By _____
Mayor

Attest:

By _____
Exeter City Clerk

Approved as to Form:

By _____
Exeter City Attorney

CITY OF FARMERSVILLE

By _____
Mayor

Attest:

By _____
Farmersville City Clerk

Approved as to Form:

By _____
Farmersville City Attorney

CITY OF LINDSAY

By _____

Mayor

Attest:

By _____

Lindsay City Clerk

Approved as to Form:

By _____

Lindsay City Attorney

CITY OF PORTERVILLE

By _____

Mayor

Attest:

By _____

Porterville City Clerk

Approved as to Form:

By _____

Porterville City Attorney

CITY OF TULARE

By _____

Mayor

Attest:

By _____

Tulare City Clerk

Approved as to Form:

By _____

Tulare City Attorney

CITY OF VISALIA

By _____

Mayor

Attest:

By _____

Visalia City Clerk

Approved as to Form:

By _____

Visalia City Attorney

CITY OF WOODLAKE

By _____

Mayor

Attest:

By _____

Woodlake City Clerk

Approved as to Form:

By _____

Woodlake City Attorney



**210 North Church St. Suite B.
Visalia, California 93291
Phone (559)623-0450
Fax (559)733-6720
www.tularecog.org**

May 20, 2020

Dear City Managers, Administrators, and County Administrative Officer:

On April 20, 2020 the Tulare County Association of Governments approved a Joint Powers Agreement (JPA) for circulation to all Tulare County agencies for consideration. The JPA is a culmination of years of regional coordination, planning, and analysis. The final document was prepared by way of an ad hoc committee and has been reviewed for legality. All member agencies are requested to present the JPA for creation of the Tulare County Regional Transit Agency (TCRTA) to their respective governing bodies and submit a copy of their resolution to TCAG by July 17, 2020. Once action has been taken by agencies, circulation for signature and establishment of the TCRTA will begin.

The JPA approved April 20th is attached. Please contact me or Ted Smalley if you have any questions or if you would like TCAG staff to attend your meeting.

Thank you for your consideration and assistance throughout this process.

Sincerely,

Elizabeth Forte
Principal Regional Planner, TCAG



CITY COUNCIL AGENDA – JULY 7, 2020

SUBJECT: Consideration of Ordinances for Establishing Cannabis-Industry Excise Taxes and Transient Occupancy Tax Increase for Submission to the Voters

SOURCE: City Council

COMMENT: Pursuant to the City Council's direction at its meeting on June 16, 2020, staff was directed to bring back a Cannabis Business Tax Ordinance and an Amendment to the City's Transient Occupancy Tax Ordinance, which in order to be approved will require the approval of the voters of the City.

CANNABIS BUSINESS TAX ORDINANCE

Attached is the draft language for the Cannabis Tax Ordinance. As discussed at the prior meeting, it is substantially similar to other local ordinances adopted in our area, but after reviewing a few different samples, I have added or revised the language in certain areas. The proposed tax rates are up to 10% of gross receipts or up to \$25 per square foot, with the specific tax rates set by Resolution of the City Council within those ranges. This version expands on the City's ability to enforce collection and includes language that would give the City explicit authority to develop policies and procedures to implement the tax. Some inadvertent references to the State Board of Equalization that had been included in several samples reviewed have also been removed. That body won't be involved since this is a business license-type excise tax.

The proposed date to commence collection is currently January 1, 2021 or thirty (30) days after the commencement of a particular business, whichever is later. There are also some areas that need to be reviewed and considered – for instance the appeal process and which official/entity will have the final say at the city before an appellant can pursue court action. Right now, the Collector (Finance Director) is proposed to preside over Tax Assessment Hearings, and the City Manager or his/her designee is proposed to preside over appeals of any of the Collector's decisions.

TRANSIENT OCCUPANCY TAX ORDINANCE (AMENDMENT)

Per the Council's direction, the primary amendment proposed is to increase the tax amount from 8% to 12%. Since this ordinance has not been amended since 1965, the City Attorney's office also reviewed it for any additional revisions and has a couple additional suggested amendments. The first is to include, to the extent permitted, that the tax will be imposed on charges imposed by online travel companies, as well as the rent/charges imposed by the operator.

Additionally, it is proposed that the exemptions language be revised to address any imposition of the tax that would be contrary to state and federal law. The final proposed revision is to include a requirement that the operator hold the tax proceeds in trust for the City.

City staff requests that the Council review the proposed ordinances and provide final direction on the language. Finalized drafts shall be brought back for consideration of approval and submission to the voters of the City of Porterville at the November 3, 2020 General Election.

RECOMMENDATION: That the City Council review and consider the attached Ordinances, and provide direction for the finalizing of the language of each Ordinance for consideration at the July 21st City Council meeting for submission to the voters of the City of Porterville for the November 2020 General Election.

ATTACHMENTS: 1. Draft Ordinance - Cannabis Tax
2. Draft Ordinance - TOT

Appropriated/Funded:

Review By:

Department Director:

John Lollis, City Manager

Final Approver: John Lollis, City Manager

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF PORTERVILLE
ENACTING A CANNABIS BUSINESS TAX**

THE PEOPLE of the City of Porterville 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 city services for the residents of the City of Porterville ("City"). By adopting Resolution No. _____, the City Council authorized placing this ordinance before the voters of the City of Porterville at an election to be held on November 3, 2020.

Section 2. CODE ADOPTION. Article IIA, Sections 15-24.1 through 15-24.33 is hereby added to Chapter 15 of the Municipal Code of the City of Porterville to read in its entirety as follows:

Chapter 15

Article IIA CANNABIS BUSINESS TAX

15-24.1 - Cannabis Business Tax.

The cannabis business 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.

15-24.2 - 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 or marijuana 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 business tax" means the tax due pursuant to this Chapter for engaging in cannabis business in the City.

"Cannabis 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.

"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 Porterville, either the entity or its territorial limits, as the context requires.

"City Council" or "Council" means the City Council of the City of Porterville.

"City Permit" means any permit issued by the City to Person to authorize that Person to operate or engage in a Commercial Cannabis Business.

"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, or the involvement in the procurement, sale, and/or transport of cannabis and cannabis products between two or more cannabis businesses.

"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 total amount or compensation received or receivable from all sales; the total amount or compensation actually received or receivable for the performance of any act or service, or whatever nature it may be, for which a charge is made or credit allowed, whether or not such act or service is done as a part of or in connection with the sale of materials, goods, wares or merchandise; discounts, rents, royalties, fees, commissions, dividends and gains realized from trading in stocks or bonds, however designated. Included in "Gross Receipts" shall be all receipts, cash, credits and property of any kind or nature, without any deduction there from an account of the cost of the property sold, the cost of materials used, labor or service costs, interest paid or payable, or losses or other expenses whatsoever, except that the following shall be excluded therefrom:

1. Cash discounts where allowed and taken on sales;
2. Credit allowed on property accepted as part of the purchase price and which property may later be sold, at which time the sales price shall be included as gross receipts;
3. Any tax required by law to be included in or added to the purchase price and collected from the consumer or purchaser;
4. Such part of the sale price of any property returned by purchasers to the seller as refunded by the seller by way of cash or credit allowances or return of refundable deposits previously included in gross receipts;
5. Receipts from investments where the holder of the investment received only interest and/or dividends, royalties, annuities and gains from the sale or exchange of stock or securities solely for a Person's own account, not derived in the ordinary course of a business;
6. Receipts derived from the occasional sale of used, obsolete or surplus trade fixtures, machinery or other equipment used by the taxpayer in the regular course of the taxpayer's business;
7. Cash value of sales, trades or transactions between departments or units of the sale business;

8. Wherever there are included within the gross receipts amounts which reflect sales for which credit is extended and such amount proved uncollectible in a subsequent year, those amounts may be excluded from the gross receipts in the year they prove to be uncollectible; provided, however, if the whole or portion of such amounts excluded as uncollectible are subsequently collected they shall be included in the amount of gross receipts for the period when they are recovered;
9. Transactions between a partnership and its partners;
10. Receipts from services or sales in transactions between affiliated corporations. An affiliated corporation is a corporation:
 1. The voting and non-voting stock of which is owned at least eighty percent (80%) of such other corporation with which such transaction is had; or
 2. Which owns at least eighty percent (80%) of the voting and non-voting stock of such other corporation; or
 3. At least eighty percent (80%) of the voting and nonvoting stock of which is owned by a common parent corporation which also has such ownership of the corporation with which such transaction is had.
11. Transactions between a limited liability company and its member(s), provided the limited liability company has elected to file as a Subchapter K entity under the Internal Revenue Code and that such transaction(s) shall be treated the same as between a partnership and its partner(s) as specified in Subsection 9 above;
12. Receipts of refundable deposits, except that such deposits when forfeited and taken into income of the business shall not be excluded when in excess of one dollar (\$1.00);
13. Amounts collected for others where the business is acting as an agent or trustee and to the extent that such amounts are paid to those for whom collected. These agents or trustees must provide the Finance Department with the name and addresses of the others and amounts paid to them. This exclusion shall not apply to any fees, percentages, or other payments retained by the agent or trustees.

"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, and/or the Cultivation of cannabis using any combination of natural and supplemental artificially lighting. Greenhouses, hoop houses, hot houses and similar structures or light deprivation systems are included in this category.

"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 193 00. 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.

“Person means an individual, firm, partnership, joint venture, association, corporation, limited liability company, estate, trust, business trust, syndicate tribe or any other group or combination acting as a unite and includes the plural as well as the singular member.”

"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.

“Sale” means and includes any sale, exchange, or barter.

“Square Foot” or “Square Footage” means the maximum amount of Cannabis Cultivation Area for Commercial Cannabis Cultivation authorized by a City Permit issued to a person engaging in a Commercial Cannabis Business, or by a state license in the absence of a City permit or license, not deducting for unutilized square footage, and shall be the basis for the tax base for Cultivation.

"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.

“Transporter” means a person issued all required state and City permits to transport cannabis or cannabis products between permitted facilities.

15-24.3 - Tax Authorization and Operative Date

Beginning January 1, 2021, a cannabis business tax is hereby imposed on every person who is engaged in cannabis business in the City as prescribed herein. 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. The intent of this Article is to levy a tax on all cannabis businesses that operate in the City, regardless of whether such business would have been legal at the time the ordinance codified in this chapter was adopted. Nothing in this chapter shall be interpreted to authorize or permit any business activity that would not otherwise be legal or permissible under laws applicable to the activity at the time the activity is undertaken, including but not limited to the City’s municipal code regulations.

15-24.4 – Tax Imposed

A. Tax on Commercial Cannabis Businesses

1. Every Person who is engaged in a Commercial Cannabis Business in the City shall pay an annual Commercial Cannabis Business tax at a rate established by resolution of the City Council which rate shall not exceed \$25 per square foot of Commercial Cannabis Business area or ten percent (10%) of annual gross receipts per fiscal year. The exact amount of the tax and the methodology of calculation shall be set by the City Council by resolution but shall not exceed the maximums approved by the voters of \$25 per square foot, or 10% of annual gross receipts. The City Council may lower and raise the tax rate without voter approval, subject to the maximum rates approved by the voters. Tax rates for various licenses may vary in rate and methodology between license types, but shall be consistent for all Persons who hold a particular type of license.

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 Businesses.

3. If more than one cannabis business operates on the premises, each Person shall be responsible for paying the tax.

5. Persons subject to the tax imposed by this Section shall also register and pay all fees required by the City Council.

B. No further voter approval shall be required for the adoption or increase of a tax under the authority granted by this Section of this Chapter, it being the intent of the People of the City of Porterville to authorize such a tax up to and including the maximum rates set forth above whenever implemented by the City Council hereafter.

15-24.5 Registration of Cannabis Business

All persons engaging in a cannabis business, whether an existing, newly established or acquired business, shall, in addition to any other requirements prescribed by this Code, register with the Collector by the later of 30 days after commencing operation or January 1, 2021, and shall annually renew such registration as required by the Collector. Each Person shall be required to submit any information as deemed necessary by the Collector.

15-24.6 Reporting and Remittance of Tax.

The cannabis business 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 _____. 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 Porterville upon cessation of business for any reason.

E. The Collector may, as part of administering the tax and in his or her discretion, modify the form of payment and take such other administrative actions as needed to facilitate the collection of the tax.

15-24.7 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.

15-24.8 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 Porterville on or before the due date as specified in Section 15-24.6.

15-24.9 Notice Not Required by City.

The City of Porterville 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.

15-24.10 Waivers 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.

15-24.11 Refunds.

A. Whenever the amount of any Commercial Cannabis Business Tax, penalty or interest has been overpaid, paid more than once, or has been erroneously collected or received by the City under this Chapter, it may be refunded to the claimant who paid the tax provided that a written

claim for refund is filed with the Collector within one (1) year of the date the tax was originally due and payable.

B. The Collector, his or her deputies, or any other City officer charged with the administration of this Chapter shall have the right to examine and audit all the books and business records of the claimant in order to determine the eligibility of the claimant to the claimed refund. No claim for refund shall be allowed if the claimant refuses to allow such examination of claimant's books and business records after request by the Collector to do so. The Collector may collect a fee adopted by the City Council to pay for the cost of examination and audit should the books and records be provided in a form insufficient to allow the Collector to make a determination on the claim for refund.

C. In the event that the Commercial Cannabis Business Tax was erroneously paid and the error is attributable to the City, the City shall refund the amount of tax erroneously paid up to one (1) year from when the error was identified.

15-24.12 Exemptions from the Tax.

A. The provisions of this Chapter shall not apply to Personal Cannabis Cultivation.

B. The provisions of this Chapter shall not apply to Personal use of Cannabis that is specifically exempted from state licensing requirements, that meets the definition of Personal use or equivalent terminology under state law, and for which the individual receives no compensation whatsoever related to that Personal use.

15-24.13 Administration of the Tax

A. It shall be the duty of the Collector to collect the taxes, penalties and/or fees, and perform the duties required by this Chapter.

B. For purposes of administration and enforcement of this Chapter generally, the Collector may from time to time promulgate such administrative rules and procedures consistent with the purpose, intent, and express terms of this Chapter as he or she deems necessary to implement or clarify such provisions or aid in enforcement.

C. The Collector may take such administrative actions as needed to administer the tax, including but not limited to:

1. Provide to all Commercial Cannabis Business taxpayers forms for the reporting of the tax;
2. Increase tax rates in accordance with this Chapter;
3. Provide information to any taxpayer concerning the provisions of this Chapter;
4. Receive and record all taxes remitted to the City as provided in this Chapter;
5. Maintain records of taxpayer reports and taxes collected pursuant to this Chapter;
6. Assess penalties and interest to taxpayers pursuant to this Chapter;

7. Determine amounts owed and enforce collection pursuant to this Chapter; and
8. Adopt rules and regulations no inconsistent with the provisions of this Article as may be necessary or desirable to aid in the implementation and enforcement of the provisions of this Article.

15-24.14 Enforcement

A. Any taxes, penalties and/or fees required to be paid under the provisions of this Chapter shall be deemed a debt owed to the City. Any Person owing money to the City under the provisions of this Chapter shall be liable in an action brought in the name of the City for the recovery of such debt. The provisions of this Section shall not be deemed a limitation upon the right of the City to bring any other action including criminal, civil and equitable actions, based upon the failure to pay the tax, penalties and/or fees imposed by this Chapter or the failure to comply with any provisions of this Chapter.

B. In addition to any other remedies available under federal, state, or local law, if any amount required to be paid to the County under this Chapter is not paid when due, the Collector may, within three (3) years after the amount is due, record a certificate of lien specifying the amount of taxes, fees and penalties due, and the name and address of the Person as it appears on the records of the Collector. The lien shall also specify that the Collector has complied with all provisions of this Chapter in the determination of the amount required to be paid. From the time of the filing of the record, the amount required to be paid, together with penalties thereon, constitutes a lien upon all real property in the County owned by the Person, or subsequently acquired by the Person before the lien expires. The lien has the force, effect and priority of a judgment lien and shall continue for ten (10) years from the filing of the certificate unless sooner released or otherwise discharged. A fee may be adopted by the City Council and collected by the Collector to pay for the cost of recording and administering the lien.

C. At any time within three (3) years after any Person is delinquent in the payment of any amount herein required to be paid or within three (3) years after the last recording of a certificate of lien under Subsection B of this Section, the Collector may issue a warrant for the enforcement of any liens and for the collection of any amount required to be paid to the City under this Chapter. The warrant shall be directed to the Chief of Police and shall have the same effect as a writ of execution. The warrant shall be levied and sale made pursuant to it in the same manner and with the same effect as a levy and sale pursuant to a writ of execution. The Collector may pay or advance to the Chief of Police, the same fees, commissions and expenses for service provided by law for similar services pursuant to a writ of execution. The Collector may approve the fees for publication in the newspaper.

D. At any time within three (3) years after recording a lien against any Person, if the lien is not discharged and released in full, the Collector may forthwith seize any asset or property, real or Personal (including but not limited to, bank account), of the Person and sell at public auction the asset or property, or a sufficient part of it to pay the amount due together with any penalties and

interest imposed for the delinquency and any cost incurred on account of the seizure and sale. Assets or property of the Person subject to seizure and sale subject to this Chapter shall not include any assets or property which is exempt from execution under the provisions of the California Code of Civil Procedure.

15-24.15 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 7 measure of the tax fairly reflects the proportion of the taxed activity actually carried on within the City.

15-24.16 Construction.

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.

15-24.17 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 business 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.

15-24.18 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.

15-24.19 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 Porterville City Code unless otherwise expressly provided.

15-24.20 Change of Ownership/Successor's and Assignee's Responsibility.

A. If any Person, while liable for any amount under this Chapter, sells, assigns or otherwise transfers the Commercial Cannabis Business, whether voluntarily or involuntarily, the Person's successor, assignee or other transferee, or other Person or entity obtaining ownership or control of the business ("Transferee"), shall satisfy any tax liability owed to the City associated with the business when due hereunder. Failure to do so for the benefit of the City will result in being personally liable to the City for the full amount of the unpaid tax liability, interest and penalties. The Transferee shall notify the Collector of the date of transfer at least 30 days before the transfer date; or if the agreement to sell, transfer, or otherwise dispose of the business was made less than 30 days before the date of transfer, notice shall be provided immediately upon the existence of the agreement. All Transferees are required to meet each and every condition outlined in this chapter and have prior written approval of the City prior to the transfer.

B. The Transferee shall be deemed to have complied with the requirement of this section to satisfy the unpaid tax liability if the Transferee complied with the requirements of California Revenue and Taxation Code Section § 7283.5 by withholding from the purchase price, for the benefit of the City, an amount sufficient to cover the tax liability, or by otherwise paying the tax liability and obtaining from the Collector a "Tax Clearance Certificate" showing that all outstanding tax liability has been paid and stating that no amount is due through the date of transfer.

C. The Collector, within 90 days of receiving a written request from the Transferee, may issue a "Tax Clearance Certificate" stating either the amount of tax liability due and owing for the

business, or stating that there is no tax liability due and owing for the business through a stated date. The Collector may also request financial records from the current or former owner or operator of a Commercial Cannabis Business to audit the tax that may be due and owing. The Collector shall issue a "Tax Clearance Certificate" within 30 days of completing the audit, state the amount of the tax liability owed, if any, unless the Collector determines that the records provided in connection with the audit are insufficient to determine whether taxes are due and owed or in what amount. If the Collector determines that the records are insufficient, the Collector may rely on the facts and information available to estimate any tax liability. The Collector may issue a "Tax Clearance Certificate" stating the amount of the tax liability, if any, based on such facts and information available. Unless an appeal is filed in accordance with Section 5.32.270, the "Tax Clearance Certificate" shall serve as conclusive evidence of the tax liability associated with the property through the date stated on the "Tax Clearance Certificate."

15-24.21 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.

15-24.22 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 in accordance with this Code.

15-24.23 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 Article:

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.

15-24.24 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.

15-24.25 Tax Assessment – Hearing, Application, and Determination

Within ten (10) calendar days from the date of service, the Person may apply in writing to the Collector for a hearing on the assessment. If application for a hearing before the City is not made within the time here prescribed, the tax assessed by the Collector shall become final and conclusive. Within thirty (30) business days of the receipt of any such application for hearing, the Collector shall cause the matter to be set for hearing before him or her not later than thirty-five (35) business days after the receipt of the application, unless a later date is agreed to by the Collector and the Person requesting the hearing. Notice of such hearing shall be given by the Collector to the Person requesting such hearing not later than five (5) business days prior to such hearing. At such hearing said applicant may appear and offer evidence why the assessment as made by the Collector should not be confirmed and fixed as the tax due. After such hearing, the Collector shall determine and reassess the proper tax to be charged and shall give written notice to the Person in the manner prescribed in Section 15-24.24 for giving notice of assessment. The amount determined to be due shall be payable after thirty (30) calendar days of written notice unless it is appealed pursuant to the Appeal Procedure set forth in this Article.

15-24.26 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 Porterville 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 rose on such appeal. No such determination shall conflict with any substantive provision of this Chapter. The finding of the City Manager shall be final and conclusive as to the City, but subject to judicial review under California Code of Procedure Section 1094.5 and shall be served upon appellant in the manner prescribed by this Article for service of notice of tax assessment hearing. Any amount found to be due shall be immediately due and payable upon service of the notice.

15-24.27 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.

15-24.28 Violation Deemed Misdemeanor.

Any person who violates any provision of this Article 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 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.

15-24.29 Suspension of Collection

The City Council shall have authority to temporarily suspend collection of the tax imposed by this chapter by resolution unanimously approved by all members of the entire City Council. However, the authority to levy the tax imposed by this chapter shall not expire or otherwise terminate, unless terminated by a duly enacted Ordinance which is approved at a regular meeting of, and by unanimous vote of all of the seats on, the City Council.

15-24.30 Severability.

If any provision of this Chapter, or its application to any person or circumstance, is determined by a court of competent jurisdiction to be unlawful, unenforceable or otherwise void, that determination shall have no effect on any other provision of this Chapter or the application of this Chapter to any other person or circumstance and, to that end, the provisions hereof are severable.

15-24.31 Remedies Cumulative.

All remedies prescribed under this Chapter shall be cumulative and the use of one or more remedies by the City shall not bar the use of any other remedy for the purpose of enforcing the provisions hereof.

15-24.32 Amendment or Repeal.

This Chapter may be repealed or amended by Ordinance of the Porterville City Council without a vote of the People except that, as required by Article XIIC of the California Constitution, voter approval is required for any amendment that would increase the rate of any tax levied pursuant to this Chapter above the maximum rates established by this Chapter. The people of the City of Porterville affirm that the following actions shall not constitute an increase of the rate of a tax:

1. The restoration of the rate of the tax to a rate that is no higher than that set by this Chapter, if the City Council has acted to reduce the rate of the tax;
2. An action that interprets or clarifies the methodology of the tax, or any definition applicable to the tax, so long as interpretation or clarification (even if contrary to some prior interpretation or clarification) is not inconsistent with the language of this Chapter; or
3. The collection of the tax imposed by this Chapter, even if the City had, for some period of time, failed to collect the tax; or
4. The establishment of a class of Persons that is exempt or excepted from the tax or the discontinuation of any such exemption or exception (other than the discontinuation of an exemption or exception specifically set forth in this Chapter); or
5. The City Council's adoption of an Ordinance, as authorized by this Article, to raise the tax rate provided that the rate is not increased to a rate higher than the maximums established herein.

15-24.33 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 Porterville, or any official, employee or agent thereof.

Section 5. PENDING ACTIONS. Nothing in this ordinance or in the codes hereby adopted shall be construed to affect any suit or proceeding pending or impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance or code repealed by this ordinance, nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

Section 6. SEVERABILITY. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this ordinance, or its application to any other person or circumstance. The City Council of the City of Porterville hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more 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 Porterville Municipal Code as amended by this ordinance, if any, are substantially the same as provisions in the Porterville Municipal Code existing prior to the effectiveness of this ordinance, then those amended provisions shall be construed as continuations of the earlier provisions and not as new enactments.

Section 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 __, 2020 election.

THE FOREGOING ORDINANCE was approved by the City Council of the City of Porterville, State of California, on July ____, 2020 at a regular meeting of said Council duly and regularly convened on said day by the following vote:

A YES:

NOES:

ABSTAIN:

ABSENT:

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF PORTERVILLE AMENDING CHAPTER 22, ARTICLE III
OF THE MUNICIPAL CODE OF THE CITY OF PORTERVILLE
RELATED TO TRANSIENT OCCUPANCY TAX**

THE PEOPLE of the City of Porterville 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 city services for the residents of the City of Porterville ("City"). By adopting Resolution No. _____, the City Council authorized placing this ordinance before the voters of the City of Porterville at an election to be held on November 3, 2020.

Section 2. CODE ADOPTION. Chapter 22, Article III, Sections 22-12, 22-13, and 22-14 are hereby amended as follows:

Section 22-12 AMOUNT OF TAX; PAYMENT BY TRANSIENT

For the privilege of occupancy in any hotel/motel, each transient is subject to and shall pay a tax in the amount of twelve percent (12%) of the rent charged by the operator, and to the extent permitted by law, of the charges imposed by any online travel company. The tax constitutes a debt owed by the transient to the city which debt is extinguished only by payment to the operator or to the city. The transient shall pay the tax to the operator of the hotel/motel at the time the rent is paid. If the rent is paid in installments, a proportionate share of the tax shall be paid with each installment. The unpaid tax shall be due upon the transient's ceasing to occupy space in the hotel/motel. If for any reason the tax due is not paid to the operator of the hotel/motel, such tax shall be paid directly to the tax administrator.

Section 22-13 EXEMPTIONS

No tax shall be imposed upon a transient, where such imposition would be in violation of any applicable federal or state law. Appropriate exemptions shall be granted upon the submission of a claim of exemption, executed under penalty of perjury and filed with the operator at the time rent is collected, in the form prescribed by the tax administrator.

Section 22-14 OPERATOR'S DUTIES

Each operator shall collect the tax imposed by this article to the same extent and at the same time as the rent is collected from every transient. The operator shall hold such tax proceeds in trust for the city. The amount of tax shall be separately stated from the amount of the rent charged, and each transient shall receive a receipt for payment from the operator. No operator of a hotel shall advertise or state in any manner, whether directly or indirectly, that the tax or any part thereof will be assumed or absorbed by the operator, or that it will not be added to the rent, or that, if added, any part will be refunded except in the manner hereafter provided.

Section 3. 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 3, 2020 election.

THE FOREGOING ORDINANCE was approved by the City Council of the City of Porterville, State of California, on July _____, 2020 at a regular meeting of said Council duly and regularly convened on said day by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:



CITY COUNCIL AGENDA – JULY 7, 2020

SUBJECT: Measure R Expenditure Plan Amendment No. 5

SOURCE: City Manager's Office

COMMENT: The 2006 ½-Cent Transportation Sales Tax Measure Expenditure Plan (Measure R) serves as a guide for the use of transportation funds for thirty (30) years. The expenditure Plan was developed by the Tulare County Association of Governments (TCAG) and its nine member agencies (Dinuba, Exeter, Farmersville, Lindsay, Porterville, Tulare, Visalia, Woodlake and the County of Tulare), and approved by the voters in November 2006. The Expenditure Plan addresses the diverse interests and regional transportation needs through the year 2037 for Tulare County and the incorporated cities.

The Plan provides a detailed blueprint that allows for the leveraging of state and federal funds through the revenues being received through the Measure R ½-Cent Transportation Sales Tax. The Plan includes funding for regional road improvements, public transit, rehabilitation of existing roads, and other transportation programs that will improve mobility and air quality within the County and each of the Cities.

Amendments to the Plan were approved by the City Council on October 7, 2008 (Resolution No. 87-2008), on December 15, 2009 (Resolution No. 106-2009), on August 7, 2012 (Resolution No. 86-2012), and on July 18, 2017 (Resolution No. 44-2017).

At its meeting on May 18, 2020, action was taken by the Tulare County Transportation Authority (TCTA) to allow the following be requested as the fifth Measure R Expenditure Plan Amendment (see Attachment for additional detail):

- 1) The Cities of Exeter, Farmersville, Visalia and the County of Tulare request flexibility for funding regional bike/trail improvements from the city of Visalia to Exeter and include ability to fund the Rocky Hill corridor bike/trail project.
- 2) Each of the agencies request flexibility for trail and sidewalk maintenance and security.
- 3) Each of the agencies request the provision of funding for Sustainable Corridor projects.
- 4) Tulare County Association of Governments (TCAG) staff request the

creation of \$2 million for Transit Innovation and Technology Program.

5) The City of Porterville requests project funding clarification for State Route 65 and State Route 190 funds.

6) The City of Visalia requests project funding clarification for State Route 198 funds.

7) The City of Dinuba requests to replace funding for Avenue 416 (Euclid to Snyder) with City of Dinuba corridor improvements.

8) TCAG staff request technical changes.

TCAG and the City/County Managers reviewed these requests, and both entities are supportive of the proposed Amendment.

RECOMMENDATION: That the City Council:

1. Approve the attached Resolution affirming the City Council's support of the proposed amendment to the 2006 Measure R Expenditure Plan;
2. Authorize the Mayor and City Manager to execute the attached Resolution; and
3. Direct the City Clerk to transmit the executed Resolution to Tulare County Transportation Authority for consideration.

ATTACHMENTS:

1. Draft Resolution
2. TCAG Memorandum: Measure R Expenditure Plan Amendment 5
3. TCAG Measure R Expenditure Plan

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
AFFIRMING AND APPROVING THE SUPPORT TO AMEND THE FINAL 2006 ONE-
HALF CENT TRANSPORTATION SALES TAX MEASURE EXPENDITURE PLAN

WHEREAS, the Tulare County Association of Governments (TCAG) and the nine member agencies (Dinuba, Exeter, Farmersville, Lindsay, Porterville, Tulare, Visalia, Woodlake and the County of Tulare) have adopted the Final 2006 One-Half Cent Transportation Measure Expenditures Plan, known as the “Measure R Expenditure Plan”; and

WHEREAS, the Measure R Expenditures Plan list several significant regional projects that address the transportation needs within Tulare County; and

WHEREAS, from time to time the Measure R Expenditure Plan is to be reviewed and appropriately amended to meet the changing dynamics associated with regionally funded transportation projects, inclusive of bike, pedestrian and transit projects, and in order to meet the changing demands due several factors involving private developments and community interests within the nine member agencies; and

WHEREAS, City Council concurs with the need to amend the Measure R Expenditure Plan from time to time, and recommends fundamental changes to the regional project lists as follows:

- 1) The Cities of Exeter, Farmersville, Visalia and the County of Tulare requests flexibility for funding regional bike/trail improvements from the city of Visalia to Exeter and include ability to fund the Rocky Hill corridor bike/trail project.
- 2) Each of the agencies request flexibility for trail and sidewalk maintenance and security.
- 3) Each of the agencies request funding for Sustainable Corridor projects.
- 4) The Tulare County Association of Governments requests the creation of a \$2 million Transit Innovation and Technology Program.
- 5) The City of Porterville requests project funding clarification for State Route 65 and State Route 190 funds.
- 6) The City of Visalia requests project funding clarification for State Route 198 funds.
- 7) The City of Dinuba requests to replace the funding for Avenue 416 (Euclid to Synder) with City of Dinuba corridor improvements.
- 8) The Tulare County Association of Governments requests technical changes.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Porterville does hereby affirm and approve support of the amendments to the Measure R Expenditure Plan and authorizes the Mayor and City Clerk to execute this Resolution and any other related documents as may be required.

PASSED, APPROVED AND ADOPTED this 7th day of July, 2020.

Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk



210 North Church St. Suite B.
Visalia, California 93291
Phone (559)623-0450
Fax (559)733-6720
www.tularecog.org

May 20, 2020

City of Porterville
Attn: John Lollis
291 N. Main St.
Porterville, CA 93257

RECEIVED
MAY 27 2020
CITY OF PORTERVILLE
CITY MANAGER

Dear Mr. Lollis,

On May 18, 2020 action was taken by the Tulare County Transportation Authority to allow for the submittal of the fifth Measure R Expenditure Plan amendment to member agencies for their consideration and approval. All nine member agencies are requested to present Amendment No. 5 to their respective councils and submit a copy of their resolution to the Authority by August 1, 2020. Approval by a majority of the cities with a majority of the population along with the approval of the Board of Supervisors is required for the approval of Amendment No. 5 to the Measure R Expenditure Plan.

For your convenience attached is a summary of the request that compile the fifth Measure R Expenditure Plan amendment. Please call or email me if your agency desires to have an Amendment presentation at your next council or board meeting.

If you have any questions please contact Leslie Davis or myself at:
(559)623-0458

Thank you for your partnership in this matter.

Sincerely,

Ted Smalley
Executive Director, TCAG

TO: Member Agencies

FROM: Ted Smalley, TCAG Executive Director
Leslie Davis, TCAG Fiscal Director

DATE: May 18, 2020

SUBJECT: Measure R Expenditure Plan Amendment Five (5) Summary of 2020
Measure R Amendment Requests

The Tulare County City Managers and CAO requested TCAG to initiate the process for a Fifth (5) amendment to the Measure R Expenditure Plan. TCTA Board approved a schedule for a potential amendment to the Measure R Expenditure Plan. The following is a discussion of amendment parameters by Measure R category.

Local Programs (35%)

There are no requested changes to the Local Programs category. The Local Program category of Measure R has a defined distribution formula with an annual update to reflect changes in population and mileage for each agency. There are no new incorporated cities in Tulare County that would result in a need to change the number of agencies shown in the Expenditure Plan. As a result, it is unlikely that the TCTA Board would support any changes to the Local Program category of Measure R.

Summary: No recommended changes

Administration and Planning (1%)

Similar to the Local Program, there are no expected changes to the Administration and Planning category. TCTA Board committed to the public that the administration percentage will not be increased. TCTA staff also combined other transportation planning efforts resulting in cost effective use of multiple funding sources. There are no new planning or reporting regulations that would result in additional work not originally projected. As a result, it is unlikely that the TCTA Board would support any changes to the Administration and Planning category of Measure R.

Summary: No recommended changes

Regional Projects Program (50%)

The Regional Projects Program represents the largest section of Measure R. The projects were also the featured items presented to the public during the Measure R public information effort prior to the approval of Measure R. As a result, there are proposed changes that will enhance or increase the ability to delivery critical projects for the region. There are three requests to amend regional projects. The amendments are revenue neutral and will not increase the funding amounts for regional projects.

Air Quality Program (Transit/Bike/Environmental Projects) (14%)

The Air Quality Program (or Transit/Bike/Environmental Projects Program) represents the most diverse section of Measure R. Implementation of bike, transit, and pedestrian projects continues to be a priority of the state. Technology is changing the opportunities for transit collaboration. As a result, there are four requests to amend the Air Quality Program.

Measure R Expenditure Plan Amendment Five (5) requests

1. **Request:** Provide flexibility for funding regional bike/trail improvements from the city of Visalia to Exeter and include ability to fund the Rocky Hill corridor bike/trail project.

Requesting Agency: Cities of Visalia, Farmersville, Exeter and County of Tulare

Discussion: TCAG/TCTA funded a feasibility study of the K Road bike/trail potential project. As a result of the study, the Cities of Visalia, Farmersville, Exeter, and the County of Tulare did not support the K road alternative due to costs, maintenance and challenges related to railroad crossings. A more cost effective solution of placing the bike trail (where feasible) along the Caldwell corridor was determined to be more feasible and cost effective.

The following language is proposed as an amendment to the Measure R Expenditure Plan as Note 25:

“For the Regional K Road to Exeter project on Table 5, the project is defined to allow the funding to be used for parallel projects within one mile of the K road alignment. This includes but is not limited to the Avenue 280/Visalia Road/Caldwell Avenue corridor. The corridor limits are expanded to start at the west end at the Santa Fe Trail and on the east end Yokohl Drive. The limits include a second section, the Rocky Hill Corridor from Spruce Avenue to Yokohl Drive.”

TCAG Staff Recommendation: Support the amendment.

City Manager Recommendation: Support

2. **Request:** Provide flexibility for trail and sidewalk maintenance and security

Requesting Agency: All

Discussion: Over the past fifteen years, significant bike and pedestrian trail funding has been provided through Measure R, federal programs, and Active Transportation Program at the state level. Maintenance is critical to preserve the investment of assets. However, the federal and state sources may not be used for maintenance. The Measure R Expenditure Plan does not provide clarification if maintenance and security is an allowable expense for Air Quality Program funding. Providing clarification and allowance will increase the useful life and the potential number of users of the bike and pedestrian system.

The following line/language is proposed to be added to pages 4 and 23 under the Transit/Bike/Environmental Mitigation (Air Quality) Program:

“Maintenance and Security”

TCAG Staff Recommendation: Support the amendment with the condition that the amount allocated for “maintenance and security” on a per year basis be limited to \$100,000 for Visalia and Porterville, and up to \$25,000 for other member agencies. Allowance for maintenance funding would be required to satisfy the Maintenance of Effort requirement (Ordinance No. 2006-01 Section 11-C).

City Manager Recommendation: Support

3. **Request:** Provide funding for Sustainable Corridor projects

Requesting Agency: All

Discussion: The Regional Mitigation Banking Program was created to allow mitigation land purchases to occur ahead of schedule resulting in advancing project delivery. There were several challenges related to program establishment, funding amounts, and the ability to project needs for future projects given the delisting of species related to mitigation requirements. As a result, the mitigation banking program did not materialize. However, the program could be revised to allow for critical environmental projects on corridors in Tulare County. The proposal would change the program to allow funding of corridor environmental projects.

On page 10 and 23, change the Regional Mitigation Banking Program to the Sustainable Corridor Program

The note on page 23 (second to last paragraph) would be revised to state:

“The Environmental Mitigation funds would be applied to the Sustainable Corridor Program. The Sustainable Corridors Program is intended to fund partnership projects (Caltrans) on major regional state highways: SR 65, SR 99, SR 190, and SR 198 for projects that improve the aesthetic views of the corridor. Projects are intended to sustain and enhance the beauty and environmental quality (air quality) of the corridor through landscape treatments, both hardscape and vegetation, including but not limited to new plantings, landscape screenings, maintenance, and debris removal.”

TCAG Staff Recommendation: Support the amendment with the condition that project recommendations come from the Corridor Committees for TCTA Board consideration. Project eligibility will be further defined in the policies and procedures.

City Manager Recommendation: Support

4. Request: Create a \$2 million Transit Innovation and Technology Program

Requesting Agencies: Indirectly all agencies. (The proposal is from TCAG staff to help address issues for matching funds for new technology)

Discussion: The TCAG board has established transit coordination as a top priority. In addition, there continues to be new technology development for transportation.

This new program would provide supplemental funding for regionally beneficial pilot projects and new technology investments.

On Page 11, add a new Tier II program “Transit Innovation and Technology Program” in the amount of \$2 million.

TCAG Staff Recommendation: Support the amendment with the condition the additional funding is used to supplement costs if there is a demonstration additional costs occurred from conducting a transit pilot program. As a result of the recent Covid-19 fiscal impacts, staff recommends the program be established and guidelines prepared; but program be delayed until fiscally prudent to fund. Also, guidelines for the program will require TCTA Board approval prior to offering funding.

City Manager Recommendation: Support

5. **Request:** Project funding clarification for SR-190 and SR-65 funds

Requesting Agencies: City of Porterville

Discussion: The Amendment would provide the opportunity to provide critical projects as established by the city council.

On page 21/item 22, replace the second sentence with the following:

“Flexibility may include the determination of different interchanges, over-crossing priorities, and parallel facility improvements within two miles. Parallel facility improvements will be required to demonstrate benefit to either the SR-65 or SR-190 corridor.”

TCAG Staff Recommendation: Support the amendment with the condition that Parallel facility improvements will be required to demonstrate benefit to either the SR-65 or SR-190 corridor.

City Manager Recommendation: Support

6. **Request:** Project funding clarification for SR-198 funds

Requesting Agencies: City of Visalia

Discussion: Funding through TCAG, The City of Visalia and Cal Trans performed the SR-198 Corridor Study. As a result of the study, numerous projects have been identified along the corridor that outnumbers the current project list within Measure R. The City of Visalia is seeking an amendment that will allow flexibility to select a specific project within the corridor. The Amendment would provide the opportunity to provide critical projects as established by the city council.

On page 21/item 21, replace the second sentence with the following:

“Flexibility may include the determination of different interchanges, over-crossing priorities, and parallel facility improvements within two miles. Parallel facility improvements will be required to demonstrate benefit the SR-198 corridor.”

TCAG Staff Recommendation: Support the amendment with the condition that Parallel facility improvements will be required to demonstrate benefit to the SR-198 corridor.

City Manager Recommendation: Support

7. **Request:** Replace the funding for Avenue 416 (Euclid to Snyder) with City of Dinuba corridor improvements

Requesting Agencies: City of Dinuba

Discussion: The “last mile” of Avenue 416 is within a dense urban area. Widening of Avenue 416 for this section would require a significant number of residential home purchases and likely reduction of park land. The costs for this section is significant. The Amendment would provide the opportunity to provide other critical projects as established by the city council.

On Page 6, replace “Avenue 416/Euclid to Snyder” with “Dinuba Corridor Improvements” and move to Page 7.

TCAG Staff Recommendation: Support the amendment with the condition that improvements would be required to be on the Avenue 416 or Avenue 400 corridor.

City Manager Recommendation: Support

8. **Request:** Technical Changes

Requesting Agencies: TCAG Staff

Discussion: As technology changes, the types of cleaner burning vehicles changes. The original Expenditure Plan listed “CNG”. However, transit fleets are required to convert to electric technology. The type of rail that may occur in the future may change as well. Currently, the Expenditure Plan shows “light rail.” Light rail may or may not be what is used in the future in Tulare County.

On page 10, remove the term “CNG” and remove the number after buses for the County and Porterville.

On page 10, change “regional Light Rail ROW preservation” to “Regional Transit Corridor ROW preservation”

TCAG Staff Recommendation: Support the amendment

City Manager Recommendation: Support

***FINAL 2006 ½ CENT
TRANSPORTATION SALES TAX
MEASURE EXPENDITURE
PLAN (AMENDMENT NO. 4)***

PREPARED BY:

TULARE COUNTY ASSOCIATION OF GOVERNMENTS
210 N. CHURCH STREET, SUITE B
VISALIA, CA 93291

ADOPTED BY:

TULARE COUNTY TRANSPORTATION AUTHORITY
JULY 24, 2006

AMENDED BY:

TULARE COUNTY TRANSPORTATION AUTHORITY
NOVEMBER 17, 2008 (AMENDMENT NO. 1) RESO#2008-019
JANUARY 25, 2010 (AMENDMENT NO. 2) RESO#2010-001
JULY 22, 2013 (AMENDMENT NO. 3) RESO#2013-007
AUGUST 20, 2017 (AMENDMENT NO. 4) RESO#2017-109

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Introduction

A Tulare County 1/2 Cent Transportation Sales Tax Expenditure Plan was prepared to:

Guide more than \$652 million in transportation fund expenditures generated through the approval of a Tulare County's half-cent transportation sales tax over the next 30 years, if approved by voters in the November 2006 election.

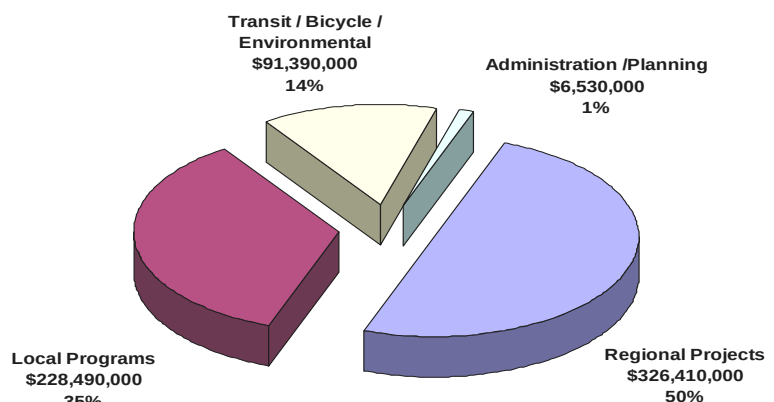
The Expenditure Plan, developed by the Tulare County Association of Governments (TCAG) and nine member agencies (Dinuba, Exeter, Farmersville, Lindsay, Porterville, Tulare, Visalia, Woodlake and the County of Tulare) representing diverse community interests, will address major regional transportation needs in Tulare County through the Year 2037 with the initiation of a ½ cent sales tax. TCAG considered established regional needs, projects identified by voters and input from all of the city/County member agencies. To ensure the Plan addressed transportation needs of all County residents, the Tulare County Association of Governments:

- Adhered to requirements contained in the Public Utilities Code 180000 et seq.;
- Reviewed other transportation sales tax measure programs recently passed in other counties (best practices review); and
- Reviewed established transportation needs in Tulare County.

Overview - Expenditure Plan: Where the money will go

Figure 1 provides an overview of the proposed Expenditure Plan that outlines where the funds will be spent and what categories of projects will be funded. The funding categories include Regional Projects, Local Projects, Transit/Bicycle/Environmental (Air Quality) and Administration and Planning. The formulas and breakdown of the expenditures were approved by the Tulare County Association of Governments. The proposed 30-year Transportation Measure is expected to generate a total of \$652 million. Half of this amount is allocated for Regional Projects. The Regional projects are established from the adopted Regional

Figure 1
2006 1/2 Cent Sales Tax for Transportation Measure Investment Plan
Expenditures to Transportation Programs



Transportation Plan (RTP) approved by all member agencies in Tulare County. The projects within the RTP were selected through a process that evaluated safety, performance measures and cost effectiveness. The Regional Transportation Plan is updated every two years with 25 years of transportation projects. Many of the projects provide benefits for multiple jurisdictions such as interchange improvements, regional widening projects and environmental mitigation measures.

Referencing Figure 1, the allocations consider the many diversified transportation needs of Tulare County and have the following components, as shown:

- 35% of the expected Transportation Measure funds are allocated to “Local Programs”. Due to the diverse needs of the cities and the County, the Local Programs category was created. The Local Programs category allows each of the member agencies to develop a priority list of projects based on community needs. This allows each jurisdiction, flexibility to determine local needs. This category will allow funding for projects ranging from “pot-hole repair”, road rehabilitation and freeway interchange improvements.
- 14% of the funds are directed to Transit, Bike/Pedestrian and Environmental (Air Quality) projects. The program contains important projects to link the regional bike systems, provide increased transit service and an investment in environmental mitigation.
- The remaining 1% of the total expected Transportation Measure funding is directed to program implementation activities.

Details regarding the implementation of each of the programs are provided in Appendix A and B.

Responding to Public Needs

Two-thirds (67%) voter approval is necessary to pass the Transportation Measure in November 2006. In order to ensure that Tulare County Association of Governments is on target with this Expenditure Plan, voters and community residents were initially surveyed to determine support for a new Transportation Measure. The Voters of Tulare County responded with strong support to impose a sales tax which would lead to transportation improvements in Tulare County.

Meeting the needs of Tulare County residents requires leveraging State and Federal expenditures with local resources. Even with passage of the Measure there will not be enough funding available to address the more than \$1.5 billion in transportation needs. The Transportation Measure will generate slightly more than \$652 million over the next 30 years to address a portion of this need. Therefore leveraging additional federal and state dollars, beyond what the region expects, is critical. Most State and Federal grants require a match. Agencies that pass transportation sales tax measures are referred to as “Self-Help” and can generate the revenues for a match. Similar measures through out the Valley and California have been very successful in this regard. Such measures have been viewed as the most important transportation programs ever approved by voters in those counties. Tulare County needs to become a “Self-Help” County.

The cities, the County of Tulare, and TCAG worked together to develop the Expenditure plan categories of funding, the list of regional projects, list of transit/bike/environmental projects and other key components. Regional Projects were first based on the adopted Transportation Plan approved by all agencies. A list of other regional projects was prepared that could be funded if additional revenues were received. All of the Cities and County worked together to develop the Regional Program distribution. In response to the public survey the cities and the County developed a list of bike, transit, and environmental projects.

Annual Audit of Transportation Measure Programs

The Transportation Measure expenditures and accounts of the local agencies and the Authority will be audited on an annual basis by an independent audit firm retained by Tulare County Association of Governments. Appendix A provides additional detail regarding the Transportation Measure audit process.

Citizen Oversight

To inform the public and to ensure that the Transportation Measure revenues and expenditures are spent as promised to the public, a Citizens' Oversight Committee would be formed by TCAG as part of the new Transportation Measure. Details regarding the Committee are provided in Appendix C.

Anticipated Measure Revenues

If voters approve the Transportation Measure on November 7, 2006, they will allow TCAG to impose a ½ cent retail transaction and use tax for 30 years (between April 1, 2007 and March 31, 2037). The Transportation Measure Sales Tax will:

Provide \$652.8 million in new revenues for transportation improvements according to financial projections through the year 2037.

This estimate considers current sales tax receipts (with no growth rate in sales tax proceeds) through March 2037. Since the project funding is shown in current dollars, the projected revenues are shown in current dollars. The allocation of projected sales tax revenues to specific types of transportation funding programs and improvement projects is described in the following sections of this Expenditure Plan. A Strategic/Work Plan detailing current transportation projects will be updated every two (2) years to adjust the projection of sales tax receipts, ensuring that the projections are consistent with future expenditures and promises made in this initial Expenditure Plan. TCAG will have the option of issuing bonds to deliver Transportation Measure projects and programs contained in this Expenditure Plan to reduce project costs by delivering them earlier.

Road Map for the Work Plan: What We Will Do

Through many weeks of intense discussion and hard work, the following Transportation Measure funding program commitments were developed by the Tulare County Association of Governments and member agencies. TCAG realized that providing funds for all modes of transportation would meet the quality of life intent of the new Transportation Measure. This would in turn enable agencies within Tulare County to address the needs of residents, businesses, and major industries over the 30-year life of the Transportation Measure. The Expenditure Plan will:

Provide funds for regional road improvements, public transit, rehabilitate existing roads and other transportation programs that improve mobility and air quality within the County and each of the cities.

Expenditure Plan programs are detailed in Tables 1 through 4. Implementing Guidelines for each the four (4) Expenditure programs described on the next page are contained in Appendix B.

REGIONAL PROJECTS (Regional Transportation Program) - \$326.4 million or 50%.

Authorizes major new projects to:

- Improve freeway interchanges
- Add additional lanes
- Increase safety
- Improve and reconstruct major commute corridors

1

These projects provide for the movement of goods, services, and people through out Tulare County. Major highlights of this Program include the funding of Regional projects through out the County. There are two phases. Phase 1 contains projects planned to be funded in the first 15 years and phase 2 are projects expected to be funded in years 16 through 30. A map showing the regional Projects for Phase 1 may be found on Figure 2.

Funds can be used for all phases of project development and implementation. Projects in both Phase 1 and Phase 2 are expected to be completed within the life of the Transportation Measure. This funding program requires matching funds from the State Transportation Improvement Program (STIP) administered locally through TCAG. If funding is received beyond revenue projections in the first 15 years, projects from the Phase 2 list would be advanced.

LOCAL TRANSPORTATION PROGRAM - \$228.4 million or 35%.

The goal is to improve each individual city's and the County's local transportation systems.

\$35% or \$7.6 million a year has been guaranteed for local determined projects. Each City and the County will receive funding based on a formula using population, maintained miles, and vehicles miles traveled. The funding will help cities and the County to meet scheduled maintenance needs and to rehabilitate their aging transportation systems.

Potential uses include:

- Pothole repair
- Repave streets
- Bridge repair or replacement
- Traffic signals
- Add additional lanes to existing streets and roads
- Improve sidewalks
- Separate street traffic from rail traffic

2

The local agencies in Tulare County know what their needs are and how best to address those needs.

Funds can be used for all phases of project development and implementation. The County of Tulare would use the Local Transportation Program funds to create a "Farm to Market" program. Specific Local Transportation Program highlights and implementing guidelines are described in Appendix B.

TRANSIT/BIKES/ENVIRONMENTAL MITIGATION (AIR QUALITY) PROGRAM (Multi-Modal Transportation Program) - \$91.3 million or 14%.

The goal of this program is to expand or enhance public transit programs that address the transit dependent population, improve mobility through the construction of bike lanes and have a demonstrated ability to get people out of their cars and improve air quality and environment. This funding program requires matching funds from the Congestion Mitigation and Air Quality (CMAQ) and Transportation Enhancement (TE) Programs administered locally through TCAG. To accomplish this important goal:

Funding is provided to transit agencies within the County to expand transit services. Funding would be provided for regional bike routes through out the County. Other uses include:

3

New routes to enhance existing transit service
 Low emission buses
 Night and weekend service
 Bus shelters and other capital improvements
 Safer access to public transit services
 Regional bike routes
 Environmental Mitigation
 Preliminary Light Rail investment

Specific Transit Enhancement Program highlights and implementing guidelines are also described in Appendix B.

ADMINISTRATION AND PLANNING PROGRAM - \$6.5 million or 1%.

Transportation Measure funding is provided to TCAG to:

- Prepare Strategic/Work Plan updates
- Develop funding allocation requirements
- Administer and conduct specified activities identified in the other three (3) programs described above
- Prepare Annual Transportation Measure Report and contract for an independent audit

Expenditure Plan Projects

This section identifies priority regional street and highway improvement projects to be implemented over the life of the Measure or by the year 2037. The projects would be funded with Measure, State Transportation Improvement Program (STIP), and and/or other transportation funding.

Phase 1 capacity increasing street and road projects to be addressed in this Program are included in Table 1 and graphically displayed in Figure 2. Phase 2 projects are included in Table 2. Phase 1 projects are projected for funding for the first 15 years of the Measure and Phase 2 projects are projected to be funded in years 16 through 30. These projects will be funded using:

- Measure funding (approximately \$324 million).
- A portion of State Transportation Improvement Program (STIP) funding expected over the 30-year Measure or approximately \$587 million. (*conservatively estimated based on recent state funding history*)
- Other sources including local contributions totaling \$2.9 million.

These funding sources together result in slightly more than \$903 million available for Phase 1 and Phase 2 Regional projects. Phase 2 projects are considered for advancement if additional funding is available and the projects are amended in to the current Regional Transportation Plan. During preparation of the biennial Strategic/Work Plan Updates, TCAG will develop a detailed improvement program that specifies the timing and delivery of projects or funding order considering project cost benefit, project readiness, and funding availability. A description of funding commitments and implementing guidelines for the Regional Program are provided in Appendix B.

Table 1
Summary of Regional Projects – Phase 1 (Years 1-15)

Project	Limits	Description	Total
SR-63	Packwood Creek to SR-198	Widen to 6 lanes	\$19,000,000
Road 80	Avenue 304 to Avenue 340	Widen to 4 lanes	\$16,000,000
	Avenue 340 to Avenue 380	Widen to 4 lanes	\$22,500,000
	Avenue 380 to Avenue 416	Widen to 4 lanes	\$21,600,000
Road 108	phase 1/Tulare limits	Widen to 4 lanes	\$4,000,000
	phase 2/Visalia limits	Widen to 4 lanes	\$4,000,000
	phase3/County limits	Widen to 4 lanes	\$14,000,000
Plaza Drive	SR-198 to Ave 304	Widen to 4/6 lanes	\$14,000,000
Avenue 416	Road 56 signal	Signal	\$1,300,000
	Euclid to Snyder	Widen to 4 lanes	\$9,000,000
	Road 64 to Road 72	Widen to 4 lanes	\$11,400,000
	Road 32 to Road 64	Widen to 4 lanes	\$30,000,000
	Kings River Bridge	Widen to 4 lanes	\$10,000,000
SR-65	Phase 1/Ave 96 to SR-190	Widen to 4 lanes	\$36,500,000
	Phase 2/Ave 56 to Ave 96	Widen to 4 lanes	\$20,000,000
	Phase 3/C. line to Ave 56	Widen to 4 lanes	\$36,000,000
SR-65 (Spruce)	SR-137 to SR-198	Widen to 4 lanes	\$100,000,000
Scranton/Indiana	Scranton/Indiana	Widen to 4 lanes	\$3,000,000
Caldwell Ave	SR-99 to Mooney Blvd.	Widen to 4 lanes	\$15,000,000
	Santa Fe to Orange Ave	Widen to 4 lanes	\$40,000,000
SR-216 (Houston)	Lovers Lane to Ave 152	Widen to 4 lanes	\$15,000,000
Betty Drive Widening	SR-99 to Road 80	Widen to 4 lanes	\$7,000,000
Betty Drive/SR-99	I/C improvements	Major I/C improvements	\$37,000,000
CaldwellAve/SR-99	I/C improvements	Major I/C improvements	\$25,000,000
Cartmill/SR-99	I/C improvements	Major I/C improvements	\$25,000,000
SR-190	SR-99 to SR-65	Operational improvements	\$10,000,000
Total Regional Projects			\$546,300,000

Notes:

1. The projects are not listed by priority
2. The projects have been approved by TCAG (cities/County) in the adopted 2004 RTP
3. Projects shown are the adopted regional projects for 30 years

Table 2

Summary of Potential Regional Projects – Phase 2 (Years 15-30)			
Project	Limits	Description	Total
Additional Project Requests			
Riggin Ave.	Road 80 to SR-63	Widen to 4 lanes	\$14,000,000
Alta Avenue	Sequoia to Avenue 432	Widen to 4 lanes	\$6,000,000
SR-190	SR-99 to Road 284 (Various locations)	Widen to 4 lanes	\$60,000,000
Subtotal widening Requests			\$80,000,000
AgriCenter/SR-99	I/C improvements	New I/C	\$17,000,000
Paige/SR-99	I/C improvements	I/C improvements	\$25,000,000
SR-99 (south county)	various I/C improvements	I/C improvements	\$6,000,000
Shirk Street/SR-198*	I/C improvements	I/C improvements	\$9,000,000
Akers Street/SR-198*	I/C improvements	I/C improvements	\$1,500,000
Visalia 198 corridor*	I/C improvements	I/C improvements	\$20,000,000
Lovers Lane/SR-198*	I/C improvements	I/C improvements	\$18,500,000
Ave 148/SR-198*	I/C improvements	New I/C	\$25,000,000
Farmersville Blvd/SR-198	I/C improvements	I/C improvements	\$25,000,000
Main Street/SR-190*	I/C improvements	all phases	\$18,000,000
N. Grand/SR-65*	I/C improvements	all phases	\$20,000,000
Subtotal Interchanges			\$165,000,000
Synchronization	various agencies & locations	PS&E,ROW,CON	\$5,000,000
Visalia Synchronization	various locations	PS&E,ROW,CON	\$9,600,000
Visalia Signals	various locations	PS&E,ROW,CON	\$1,400,000
Rural Signals	various locations	PS&E,ROW,CON	\$3,081,250
Subtotal signals/Synchronization Requests			\$19,081,250
Rural (County) Various	Bridge improvements (County)	all phases	\$17,000,000
McAuliff/SR-198	over crossing	all phases	\$14,000,000
Ben Maddox/SR-198	over crossing	all phases	\$2,800,000
Santa Fe/SR-198	over crossing	all phases	\$12,600,000
Betty Drive/RR	I/C improvements	all phases	\$15,000,000
Tulare UPRR Grade Separation Program	Grade Separations	all phases	\$16,000,000
Subtotal Overcrossings/Bridges			\$77,400,000
Subtotal Project Costs:			\$341,481,250

Notes:

* See Notes 21, and 22, page 21

1. The projects are not listed by priority
2. All Tier II projects listed above meet the 2004 Regional Transportation Plan (RTP) criteria for a Regional Project
3. Tier II projects may be funded if additional funding is available and the projects are amended in to the RTP

Local Program Distribution

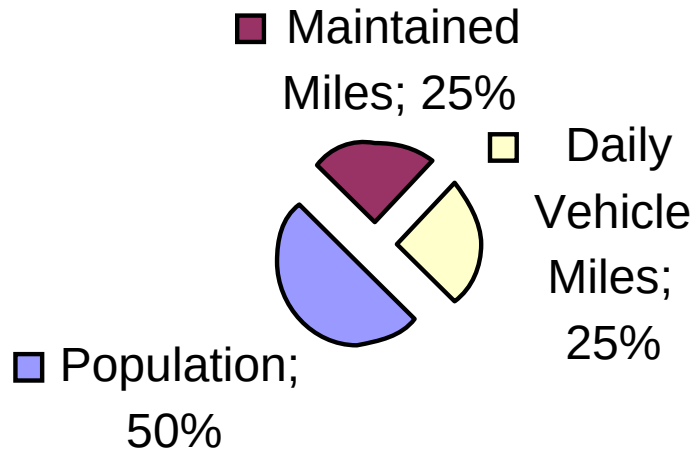


Table 3
Tulare County Agency Demographics

Agency	Population		Maintained Miles		Daily Vehicle Miles	
	1/1/2006	%		%	(1,000s)	%
Dinuba	19,578	4.65%	59.28	1.54%	126.99	2.69%
Exeter	10,634	2.53%	37.89	0.98%	55.49	1.18%
Farmersville	10,416	2.48%	26.18	0.68%	51.71	1.10%
Lindsay	11,185	2.66%	29.77	0.77%	59.68	1.26%
Porterville	45,220	10.75%	152.79	3.97%	374.06	7.92%
Tulare	51,477	12.24%	152.49	3.96%	374.51	7.93%
Visalia	111,168	26.43%	309.06	8.02%	1,187.00	25.14%
Woodlake	7,305	1.74%	19.79	0.51%	15.93	0.34%
Non-Incorp.	153,636	36.53%	3,064.85	79.56%	2,475.73	52.44%
TOTALS:	420,619	100.00%	3,852.10	100.00%	4,721.10	100.00%

1. Population is based on California Department of Finance Annual estimates
2. Maintained Miles are obtained from the most recent California Public Road Data book published by Caltrans
3. Daily Vehicle Miles of Travel (1,000) are obtained from the most recent California Public Road Data book published by Caltrans
4. All three formula components will be updated on an annual basis

Table 4
Summary of Local Program Distribution

	Total Annual	Total 10 years	Total 20 years	Total 30 years	% of Total
Dinuba	\$257,768	\$2,577,684	\$5,155,367	\$7,733,051	3.38%
Exeter	\$137,384	\$1,373,839	\$2,747,677	\$4,121,516	1.80%
Farmersville	\$128,098	\$1,280,976	\$2,561,951	\$3,842,927	1.68%
Lindsay	\$140,049	\$1,400,486	\$2,800,972	\$4,201,459	1.84%
Porterville	\$635,786	\$6,357,863	\$12,715,725	\$19,073,588	8.35%
Tulare	\$692,468	\$6,924,677	\$13,849,354	\$20,774,031	9.09%
Visalia	\$1,637,959	\$16,379,586	\$32,759,172	\$49,138,758	21.51%
Woodlake	\$82,343	\$823,430	\$1,646,861	\$2,470,291	1.08%
Non-Incorp.	\$3,904,358	\$39,043,582	\$78,087,164	\$117,130,746	51.26%
	\$7,616,212	\$76,162,122	\$152,324,245	\$228,486,367	100%

Notes:

1. Amounts shown are in current dollars

\$7,616,212

Table 5
Summary of Transit/Bike/Environmental (Air Quality) Projects

Agency	Project	Total	Agency	Project	Total
Transit			Bike/Pedestrian Projects		
Porterville	CNG Buses (2) Service expansion (100k a year)	\$600,000	Lindsay -	Ped walkway/Bike Phase 3 Downtown	\$2,800,000 \$3,900,000
Dinuba	Service expansion (50k a year)	\$1,500,000	Tulare-	Trail Lights Santa Fe Trail Connections Bike/Ped Arterial Crossings	\$2,000,000 \$2,000,000 \$1,000,000
Visalia	Service expansion (684k a year) Transit Center expansion	\$20,520,000 \$1,000,000	Visalia	St John's River Path	\$2,000,000
County	Service expansion (500k a year) CNG Buses (4)	\$15,000,000 \$1,200,000		Cameron Creek path	\$4,500,000
Tulare	Minor Transit improvements Service expansion (100k a year)	\$300,000 \$3,000,000		K Street Bike path	\$1,500,000
Farmersville	transit center (minor)	\$250,000		Packwood Creek	\$1,500,000
Lindsay	Service expansion (100k a year)	\$3,000,000		Modoc Creek	\$1,500,000
*	transit center (minor) CNG Buses	\$250,000 \$400,000		Mill Creek	\$5,000,000
Woodlake	Service expansion (50k a year)	\$1,500,000		Goshen Enhancement	\$3,000,000
Exeter	(part of Visalia Urbanized Area)			K Road along SJ rail line	\$4,500,000
Farmersville	(part of Visalia Urbanized Area)			SJ river to Ave 272	\$6,000,000
Regional Light Rail ROW preservation		\$10,000,000		Bike/Ped fund	* See Note 16
Rail Preservation Funds		\$ 3,000,000	County	Regional Bike/ped improvements	\$5,000,000
Total		\$64,520,000	Exeter	Bike/ped improvements	\$1,000,000
			Porterville	Bike/ped improvements *see note 2	\$22,000,000
			Tulare/Visalia	Santa Fe Gap Connection	\$3,000,000
			Woodlake	Bike/Ped * see note 2	\$2,000,000
			Regional	K Road to Exeter	\$16,000,000
			Member Agencies	Bike/ped Fund Program Total	\$2,000,000 \$92,200,000
			Environmental Projects		
			Regional Mitigation Banking Program		\$2,000,000
			Woodlake Transportation Mitigation Program (results in \$100,000 a year for environmental)		\$1,000,000
			Total		\$3,000,000
					\$159,720,000

Notes:

- The projects are not listed by priority

2. Additional Funding for Porterville, \$20,000,000 and Woodlake, \$2,000,000 can not be accessed until FY 19-20

Table 5a
Summary of Transit/Bike/Environmental (Air Quality) Supplemental Funding

Agency	Project	Total	Agency	Project	Total
Transit			Bike/Pedestrian Projects		
Dinuba	Service expansion (65k a year)	\$1,560,000	Dinuba	Bike/ped improvements - Next nine years - Second half of Measure R	\$300,000 \$325,000
Tulare	Service expansion (65k a year)	\$1,560,000	Tulare	Bike/ped improvements - Next nine years - Second half of Measure R	\$390,000 \$500,000
Porterville	Service expansion (65k a year)	\$1,560,000	Porterville	Bike/ped improvements - Next nine years - Second half of Measure R	\$390,000 \$500,000
Visalia	Service expansion (65k a year)	\$1,560,000	Visalia	Bike/ped improvements - Next nine years - Second half of Measure R	\$390,000 \$500,000
County	Service Expansion (65k a year)	\$1,560,000	County	Bike/ped improvements - Next nine years - Second half of Measure R	\$390,000 \$500,000
			Woodlake	Bike/ped improvements - Next nine years - Second half of Measure R	\$500,000 \$500,000
			Lindsay	Bike/ped improvements - Next nine years - Second half of Measure R	\$500,000 \$500,000
			Exeter	Bike/ped improvements - Next nine years - Second half of Measure R	\$500,000 \$500,000
Total		\$7,800,000	Total		\$7,185,000
					\$14,985,000

Notes:

1. The projects are not listed by priority
1. For Bike/ped Projects, the "next nine years" are: FY 13/14 -21/22

For the Supplemental Funding projects the following conditions apply:

- Projected revenues and expenditures for the duration of the measure are to be evaluated every two years in conjunction with the Strategic Work Plan.
- Supplemental Funding projects will be reduced proportionately among all agencies receiving Supplemental Funding based on the amount granted in the base year, in the event revenues are less than expected.
- Agencies with multiple Supplemental Funding project types (bike, pedestrian, and/or transit) can choose from which Transit/Bike/Environmental category(ies) the reduction will occur.
- In order to access Supplemental Funding, projects are required to be programmed in the current Strategic Work Plan.
- Supplemental transit funding may be requested on an annual basis or accumulated based on the annual allotment.

Project Commitments – Other Programs

In addition to the Regional Program of projects, the Transportation Measure will provide additional funding for a wide range of projects determined based on agency need. Table 3 shows the projected revenue distribution for the Local Programs. Each Agency will have different types of transportation projects. Examples of projects would include “pot-hole” repair, road rehabilitation, adding travel lanes, interchange improvements and other transportation related projects.

The County of Tulare will use the Local Program funding to create a “Farm to Market” program and for other road improvements to existing, community, local unincorporated roads. Figure 3 is a map showing potential or candidate projects for road rehabilitation. The projects are geographically distributed to all parts of the County. The map is shown for illustrative purposes. The County of Tulare will also create a “Local Community Road Improvement Program.” The Local Community Road Improvement Program would provide funding for transportation improvements in unincorporated communities. A partial list of the communities is shown below:

- | | | |
|--------------------|---|---------------|
| - Alpaugh | - Ivanhoe | - Springville |
| - Cutler-Orosi | - Lemon Cove | - Strathmore |
| - Ducor | - London | - Terra Berra |
| - Earlimart | - Pixley | - Tipton |
| - East Orosi | - Poplar/Cotton Center | - Traver |
| - East Porterville | - Richgrove | - Woodville |
| - Goshen | - Other smaller communities such as Allensworth, Oak Ranch, and Waukena | |

The other projects the County may potentially use the Local Program funding for include: “Pot-hole” repair, bridge repair, installation of traffic signals and transportation safety projects. The County will evaluate annually the Local Program funded projects and prioritize based on local needs.

The City of Visalia would use the Local Program funding provided through a transportation sales tax augmentation to implement the City's circulation element, and, at Council discretion, may use some of the funds to conduct on-going street maintenance.

Exactly how the City would use the funds could depend on the implementation policies of the tax including but not limited to the amount and rate of project funds generated by the tax, the criteria and priorities used to select the Tier II projects to be funded by the project portion of the sales tax, the financing options allowable under the provisions of the sales tax program, the reimbursement policies of the sales tax program, the availability of grants, bond funds, matching funds, private sector participation, federal earmarks and other types of available funding, what the impact such new monies will have on project prioritization, how cost overruns and revenue shortfalls will be addressed, how projects that impact state highways and/or other jurisdictions will be addressed through the implementation plan, and other factors yet to be determined.

Visalia's share of the Local Program funds could yield \$49.1 million in current dollars. The projects that would assist with the implementation of the City of Visalia's circulation element and therefore could be funded by the Local Program portion of the tax could include, some, but not all of the following:

- *Signal Light Synchronization (\$9.6 million, est.)
- *Interchange improvements at Lovers Lane and State Highway 198 (\$18.5 million, est.)
- *Interchange improvements at Shirk and State Highway 198 (\$9 million, est.)
- *Interchange improvements at Akers and State Highway 198 (\$1.5 million, est.)
- *Interchange improvements at Downtown Visalia (State Highway 63) and State Highway 198 (\$20 million, est.)
- *Street maintenance (Est. \$500,000/annually over 30 years or \$15 million)

Should additional monies become available, or if funding for the above projects comes from another source, some of the following elements of the City of Visalia's transportation system could be funded; however, there is not expected to be enough money from the sales tax augmentation Local Program funds to pay for these critical needs:

- *New interchange at Road 148 and State Highway 198 (\$25 million, est.)

- * Santa Fe Street from Caldwell Avenue to Riggins Avenue, including overcrossing (\$12.6 million)
- * Overcrossing improvements at Ben Maddox and State Highway 198 (\$2.8 million, est.)
- * Overcrossing improvements at McAuliff and State Highway 198 (\$14 million est.)
- * Shirk Street improvements & widening from Highway 198 to Riggins (\$9 million)
- * Caldwell widening from State Route 99 to Mooney Blvd and Santa Fe Street to Road 156 (\$12.6 million)
- * Goshen Avenue realignment to intersect at Lovers Lane and Mill Creek Parkway (\$4 million)

(All estimates are in current dollars; estimated figures noted are the unfunded portions of the projects after the 2007/08 fiscal year.)

The City of Farmersville candidate projects include: traffic signal and intersection improvements to the intersections of Walnut & Freedom Drive and Farmersville & Noble Drive. Other potential uses for Local Program funding in Farmersville include street reconstruction and overlay projects. The City will evaluate annually the Local Program funded projects and prioritize based on local needs.

The City of Exeter candidate projects include: road widening with curb and gutter to Filbert Street, Glaze Street, and 3rd Street. The City will evaluate annually the Local Program funded projects and prioritize based on local needs.

Other Tulare County cities would have candidate projects that could include “pot-hole” repair, road rehabilitation, adding travel lanes, interchange improvements and other transportation related projects. The cities will evaluate annually the Local Program funded projects and prioritize based on local needs.

Table 4 provides a list of multi-modal transportation projects. Many of these projects will be identified and implemented by the local agencies to address specific needs or will be developed in accordance with implementing guidelines included in Appendix B. Examples include: Mass Transit Improvements, regional Bike trails, and contributions to environmental banking.

For Further Information:

Contact the Tulare County Association of Governments to inquire about the Measure process, discuss the candidate projects and programs contained in this Plan, or to inquire about the next steps in the Measure process.

Tulare County Association of Governments

210 N. Church Street, Suite B

Visalia, CA 93291

Ph: (559) 623-0450 Fax: (559) 733-6720

Visit the TCAG website at <http://www.tularecog.org/> for more information, to sign up for our email list, and to receive updates on Measure planning activities.

Figure 2 – Phase 1 Regional Projects

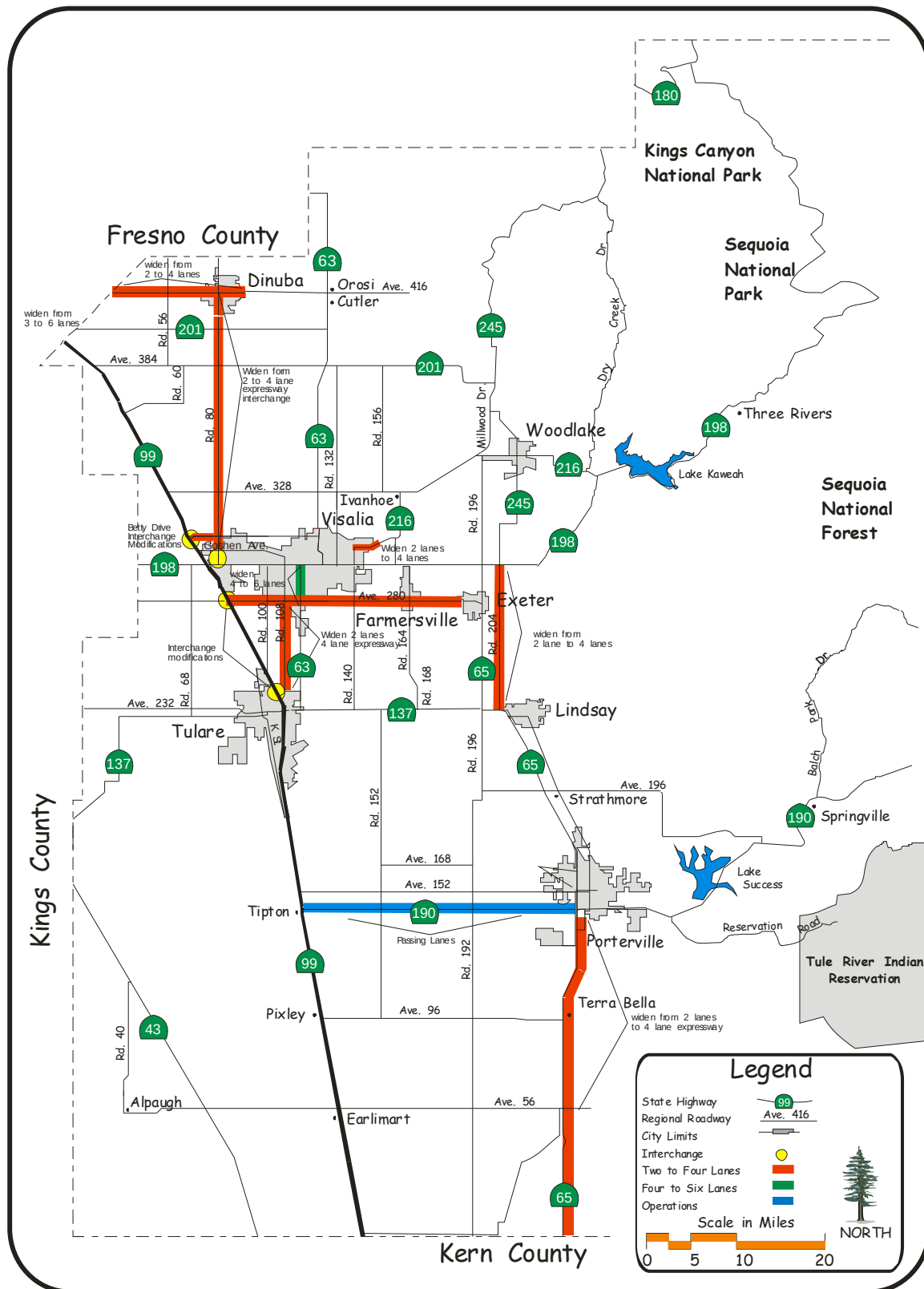
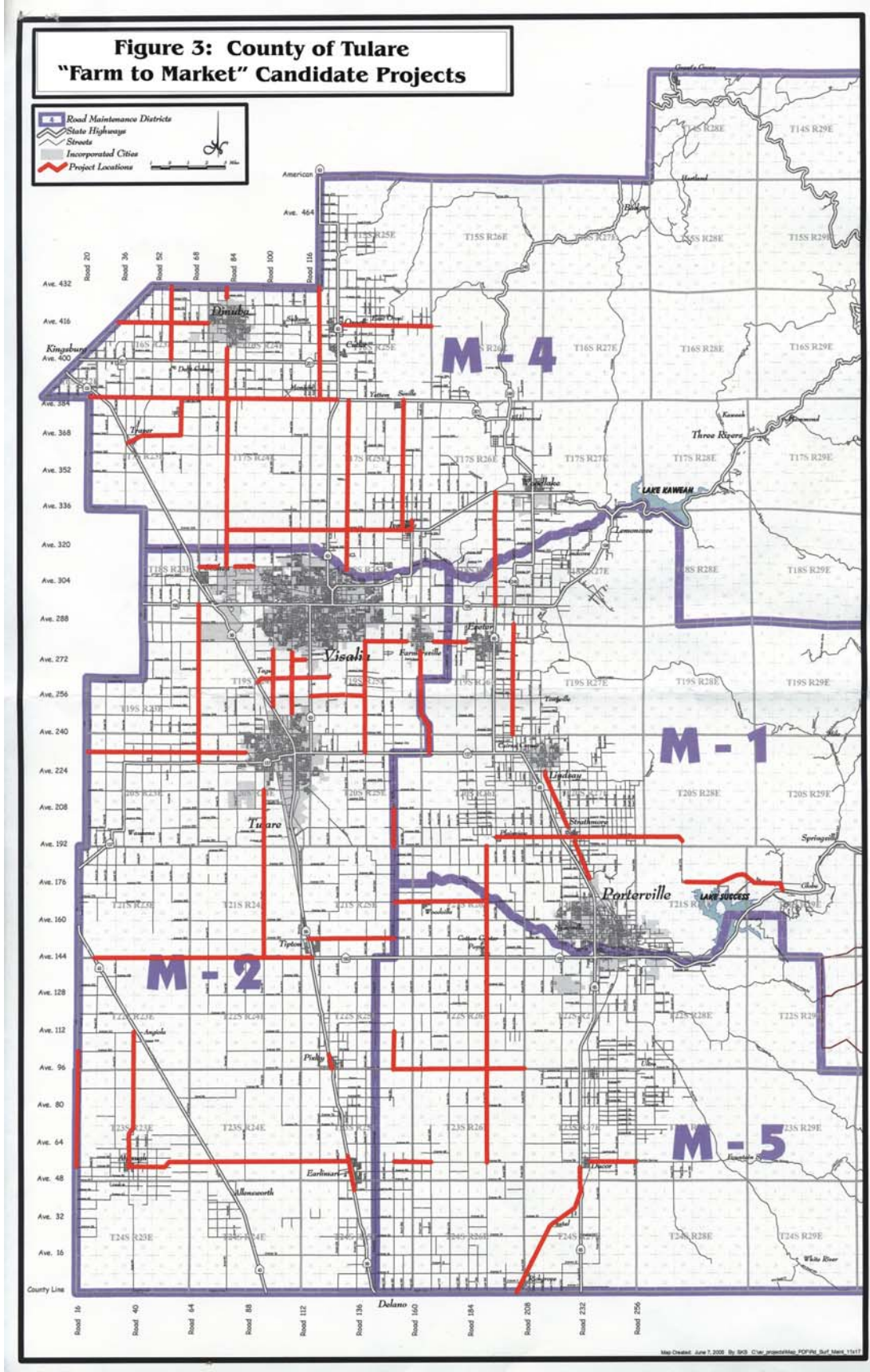


Figure 3 – County of Tulare candidate “Farm to Market” projects



APPENDICES

Appendix A - Plan Administration

Governing Board and Organizational Structure

A description of the Tulare County Association of Governments and its organizational structure related to the sales tax follows. The structure is consistent with the enabling legislation.

Tulare County Transportation Authority Structure under the Measure Program

The Tulare County Association of Governments (TCAG) will be the Tulare County Transportation Authority and administer the Measure Program in compliance with Public Utilities Code PUC 180000 et seq. If the Measure is approved by Tulare County voters in November 2006, the Authority will be responsible for administering the Measure Programs in accordance with plans and programs outlined in this and subsequent updates of this Plan. In addition, this Plan includes provision for a Citizens' Oversight Committee. Details regarding the Committee are contained in Appendix C. The Strategic/Work Plan will continue to be prepared by TCAG and approved by its Policy Board and by the Authority.

PUC 180000 includes provisions regarding the number of members on the Authority Board. Specifically, the Authority will be represented by thirteen (13) members including:

- Five (5) members of the Board of Supervisors
- One (1) member representing each of the eight cities in Tulare County: Dinuba, Exeter, Farmersville, Lindsay, Porterville, Tulare, Visalia and Woodlake consisting of members of the city council appointed by the city council

The three (3) at-large members of TCAG will not participate as members of the Authority in accordance with the intent of PUC 180051. Alternates to the regular members of the authority may participate in accordance with the TCAG By-Laws.

Plan Update, Approval Process, and Expenditure Plan Amendments

Plan Review and approval process

There are three primary reports/plans that are referenced as follows:

1. The Expenditure Plan – The Expenditure Plan is approved by the voters and may be amended once a year as outlined below.
2. The Annual report – The Annual report is prepared each year by the Citizen's Oversight Committee to provide review how sales tax receipts are being spent and publicize the results
3. Bi-Annual Strategic/Work Plan – Prepared every two years to outline project expenditures. The Strategic Plan will be timed to coincide with the development of the Bi-annual State Transportation Improvement Program development.

In compliance with schedules mandated in federal and state law, TCAG regularly prepares a new long-range transportation plan (RTP) that updates and renews a list of candidate projects for all transportation modes (streets, highways, public transportation, bikeways, aviation, etc.). If funds are available for any projects beyond those now listed Table 1 in this Expenditure Plan, they will be drawn from that list. TCAG will have the option of issuing bonds to deliver Measure projects and programs contained in this Expenditure Plan to reduce project costs by delivering them earlier.

All updates of the Expenditure Plan will be subject to public review and public hearings. While these candidate projects may change and priorities for funding may occur, there are more than enough project needs within the County to be addressed using all types of funding, including Measure funds. It will be vital during development of each Expenditure Plan Update to consider financing all transportation modes in order to insure a balanced and efficient transportation system. All of the projects and programs included in this Expenditure Plan are considered essential to meet the transportation needs of Tulare County.

Amendments to the Expenditure Plan

The TCAG Board may annually review and propose amendments to the Expenditure Plan to provide for the use of additional Federal, State and local funds, to account for unexpected revenues, or to take into consideration unforeseen circumstances. In order to react to changes in funding and/or priorities, an amendment to the plan can be proposed. Amendments will require the same voting requirements that TCAG used to adopt the original Expenditure Plan.

Bi-Annual Strategic/Work Plan

The following steps will be taken by TCAG to prepare and adopt this and future Strategic Plan/biennial updates of the Transportation Measure Strategic/Work Plan. This will include a financial plan that coincides with the development of the State Transportation Improvement Program (STIP).

- TCAG staff working with member agencies and affected stakeholders will develop the Draft Strategic/Work Plan, and will update it every two years
- The TCAG Policy Board receives the Draft Strategic/Work Plan and its updates and schedules public hearings to review the Plan
- The TCAG Policy Board adopts the Strategic/Work Plan

Independent Financial Audits

If the Measure is approved by the voters, TCAG would conduct independent financial audits consistent with PUC 180000 et seq.

Implementing Guidelines

Administration and Planning: - 1% of the Measure

There are a number of processes that TCAG must also perform to support the Measure Program including maintenance of the Expenditure Plan and development of requirements associated with:

- Each of the proposed allocation programs
- The identification and prioritization of projects

It is recommended that TCAG be allocated 1% of sales tax revenue to address important activities. Activities of TCAG are described below:

- Prepare Annual Work Program and Budget
- Develop the Allocation Program requirements including focused studies needed to implement Measure programs
- Prepare the Strategic/Work Plan every two years
- Develop the priority list of regional capacity increasing and rehabilitation projects
- Conduct an independent audit of Measure programs and funds on an annual basis
- Conduct on on-going public outreach program
- Issue bonds to deliver Measure projects and programs contained in this Strategic/Work Plan to save project costs by delivering them earlier
- Allocate Measure proceeds to the local jurisdictions consistent with the Program requirements

Bonding and Financing

TCAG will have the authority to bond and use other financing mechanisms, including, when more advantageous economically, loans from banks and other financial lending institutions, for the purposes of expediting the delivery of transportation projects and programs and to provide economies of scale. Bonds or loans, if issued, will be paid with the proceeds of the transportation sales tax. The costs and risks associated with the bonding and loans will be presented in Strategic/Work Plan, and will be subject to public comment before any bond sale or loan application is approved.

TCAG will also be able to use other means to accelerate the delivery of projects and programs, including partnering with other COGS, the State of California, the Federal Government, and other government agencies, federal authorization funds, federal earmarks, partnering with private entities, seeking outside grants and matching or leveraging tax receipts to the maximum extent possible.

Local agencies may choose to advance funds for a project, either a project specified in the plan, or a project for which they plan to use their local agency Local Program funds, and to receive reimbursement for that advancement in accordance with the plan. The fund advancement and reimbursement projections must be approved by TCAG in accordance with the voting requirements, prior to proceeding with the project.

Contingency Fund

TCAG will also have the ability to set aside a contingency fund of up to 5% of the annual receipts from the tax.

Revenues to fund the contingency may be accumulated through the following: revenues exceed projections or a project's cost is lower than anticipated resulting in excess funds.

In the event that actual revenues in any given year are less than the budgeted revenues, the TCAG Board may use the contingency fund to make up the difference between the budgeted revenues and the actual revenues. The contingency fund may also be used to fund projects where the actual cost exceeds projections.

Accountability

All business of TCAG will be conducted in an open and public meeting process in accordance with the California Brown Act. TCAG will approve all spending plans described in this document and will ensure that adequate public involvement has been included in the preparation of all spending plans. TCAG will be required to hire an independent auditor who will annually audit all sales tax expenditures, ensuring that expenditures are made in accordance with the plan, and with prudent, established accounting regulations and practices.

Other Guidelines

This plan is guided by principles that ensure that the revenue generated by the transportation sales tax is spent in the most efficient and effective manner possible, consistent with the desires of the voters of Tulare County. The principles outlines in this section provide flexibility needed to address issues that may arise during the life of the plan.

1. TCAG will fund both regional and local projects, and will also provide funds to local agencies to address special and localized needs.
2. TCAG is charged with a fiduciary duty in administering the transportation sales tax proceeds in accordance with the applicable laws and this Expenditure Plan. Receipt of these tax proceeds may be subject to appropriate terms and conditions as determined by TCAG in its reasonable discretion, including, but not limited to, the right to require recipients to execute funding agreements and the right to audit recipients' use of the tax proceeds.
3. The monies collected through TCAG shall be accounted for and invested separately, unless and until the funds are turned over to a local agency in accordance with the plan. At such time, the local agency shall keep a separate accounting of the monies and any and all expenditures to ensure that the monies are spent in accordance with the approved expenditure plan.

4. All meetings of TCAG will be conducted in public accordance to state law, through publicly noticed meetings. The annual budget of TCAG, annual work plan, biennial Strategic Work Plan, and annual report will all be prepared for public scrutiny. The interests of the public will further be protected by the Citizens' Oversight Committee described in this Plan.
5. Under no circumstances may the proceeds of this transportation sales tax be applied to any purpose other than for transportation improvements benefiting Tulare County and its member agencies. The funds may not be used for any transportation projects or programs other than those specified in this Plan without an amendment of the Expenditure Plan.
6. Actual revenues may be higher or lower than expected in this Plan, due to changes in receipts and/or matching or leveraging capability. Estimates of actual revenue will be programmed annually by the TCAG during its annual budget process.
7. The actual requirements for funds in a specific program could be higher or lower than expected due to changes in funding outside of this transportation sales tax, or due to changes in project costs or feasibility. Should the need for funds for any program/project be less than the amount to be allocated by the sales tax, or should any project become infeasible for any reason, funds will first be considered for reprogramming to other programs or projects in the same urban area in accordance with voting described above at a noticed public hearing. Should the need for funds in the entire area be less than the amount to be allocated by the transportation sales tax, the TCAG Board may amend the Expenditure Plan to reallocate funds to the other projects following its procedures for a plan amendment.
8. All projects funded with these transportation sales tax funds will be required to complete appropriate California Environmental Quality Act (CEQA) and other environmental review as required.
9. Funds may be accumulated by TCAG or by recipient agencies over a period of time to pay for larger and long-term projects. All interest income generated by these proceeds will accrue to the specific fund/project intended. If accumulated for a general purpose, the proceeds will be used for the transportation purposes described in the Expenditure Plan.
10. TCAG will have the capability of loaning transportation sales tax receipts at prevailing interest rates to other member agencies for the implementation of needed transportation projects, provided that a guaranteed revenue stream is devoted to repay such a loan over a maximum amount of time, and provided that the loan will not interfere with the implementation of programs or projects defined in the Expenditure Plan. Loaning of funds requires TCAG Board approval.
11. Matching or leveraging of outside funding sources is strongly encouraged. Any additional transportation sales tax revenues made available through their replacement by matching funds will be spent based on the principles outlined previously in these guidelines. A member agency may elect to advance Tier I Regional Project using local funds. The agency would be eligible for repayment for the amount advanced (with no interest) subject to TCAG approval of the advancement and the year of reimbursement.
12. For Transit/Bike/Pedestrian projects shown on Table 5, obtaining outside funding or grants is encouraged. For every dollar of sales tax funding saved by an agency through obtaining outside grants, 50% will be provided to that agency's Local Program fund. (Excludes: CMAQ, TEA, FTA 5307, and FTA 5311 or other state/federal grant administered through TCAG). The other 50% would be placed in the Local Program fund to be distributed among all agencies. Examples of eligible grants include but are not limited to: State of California Bike Lane Account funding, Federal Recreation trails Program, and Federal Transit Administration new starts program.

13. For 'Regional Projects' shown on Tables 1 and 2, obtaining third party grants by member agencies is encouraged so as to leverage sales tax revenue and expedite completion of projects. All funds generated by such third party grants solicited for specific regional projects shall be applied solely to those projects. TCAG will give preference to use the savings resulting from said grants toward other regional projects which primarily benefit the member agency responsible for obtaining said grants. Grants, as applied to the foregoing, do not include STIP funds.
14. New incorporated cities or new transit agencies or services that come into existence in Tulare County during the life of the Expenditure Plan could be considered as eligible recipients of funds through a Plan Amendment, and an additional position created on the governing board.
15. **For Rail expenditures from the “Transit/Bike/Environmental Projects Program” funding may only be used for ROW acquisition and/or preservation of rail corridors. Preservation of rail corridors by purchase of existing fixtures includes but is not limited to railroad ties, ballast, tracks, and signals are permitted when anticipated commercial operation will result in preservation of the ROW. The purpose of the requirement is to ensure that real-property interest (long term-lease/easement) is maintained for rail use. The expenditure of Measure R funds shall not result in a commitment of additional funds. Prior to agency requesting rail funds from the “Transit/Bike/Environmental Projects Program,” a plan must be submitted that demonstrates the economic viability of the rail corridor for which the funding is proposed.**
16. **The Measure R Expenditure Plan on page 10 lists nine specific bike/pedestrian projects for the City of Visalia. A Visalia bike/pedestrian fund will be established for cost savings realized or projected to be realized from any of the nine projects. The City of Visalia may use the cost savings for City Council approved Class One Bike/Pedestrian Projects. Additional projects may be added up to the amount of the fund once all of the nine projects have been completed or fully funded.**
17. In the event of an economic emergency, the Authority may waive the maintenance of effort requirements by a two thirds (66.67% of the Authority Board membership) vote. An economic emergency may only be declared for up to one year at a time, and must be reauthorized if the emergency continues for more than a year. A fiscal emergency declaration must involve the entire County and cannot be declared for only some or a portion of the jurisdictions.
18. **If a project within the Transit/Bike/Environmental (Air Quality) Program on Table 5 is determined to be infeasible or unwarranted during the 30 year life of Measure R, one-half of the identified funding would be subject to reprogramming based on current population. Unwarranted or Infeasible determination requires agreement with agencies in which the project is located. The second half of the funding would not be distributed until a determination is made that 75% of bike/ped projects and 50% of transit projects have been funded. Replacement of projects in excess of \$5,000,000 will require an Expenditure Plan Amendment.**
19. **For Transit/Bike/Pedestrian Program projects shown on Table 5 and 5a, obtaining funding or grants is encouraged. For every dollar of Measure R sales tax funding saved by an agency through obtaining TCTA Board approved outside grants, 10% will be provided to that agency for an Air Quality Program project. The list of grant categories that are applicable for the 10% incentive include: CMAQ, TAP, and FTA competitive grants or other state/federal grant approved by TCAG/TCTA. The TCTA Board will have authority to modify, change, add, or delete project grant categories eligible for the 10% incentive at a regularly scheduled TCTA Board meeting by resolution. The TCTA Board will also have authority to increase or decrease the incentive percentage at a regularly scheduled TCTA Board meeting by resolution, with the understanding that any incentive grant already awarded under this incentive provision will be grandfathered into the existing program.**

20. For the Woodlake Transportation Mitigation Program, funds may be used for the following:
- Landscaping and Forestry projects designed to offset vehicular emissions of carbon dioxide through the planting of trees and other suitable plants citywide.
 - Resource Lands projects - the acquisition, restoration, or enhancement of resource lands (watersheds, wildlife habitat, wetlands, forests, or other significant natural areas) to mitigate the loss of or detriment to such lands within or near the right of way for transportation improvements.
 - Roadside Recreation projects that provide for the acquisition and/or development of roadside recreational opportunities.
21. For the City of Visalia SR-198 corridor projects shown in Table 2, financial flexibility between projects is allowed subject to TCTA Board approval. Flexibility may include the addition or substitution of different interchanges and over-crossing priorities. The City of Visalia must submit a City Council approved Corridor Plan that includes at a minimum: the priority of projects, estimated planning-level costs, and estimated schedules prior to authorization of funding for any of the projects. The corridor plan may be amended as necessary. Amendments to the corridor plan will require City Council approval. Amendments to the corridor plan that result in Measure R funding changes require TCTA Board approval
22. For the City of Porterville SR-190 and SR-65 corridor projects shown in Table 2, financial flexibility between projects is allowed subject to TCTA Board approval. Flexibility may include the determination of different interchanges and over-crossing priorities. The City of Porterville must submit a City Council approved Corridor Plan that includes at a minimum: the priority of projects, estimated planning-level costs, and estimated schedules prior to authorization of funding for any of the projects, The corridor plan may be amended as necessary. Amendments to the corridor plan will require City Council approval. Amendments to the corridor plan that result in Measure R funding changes require TCTA Board approval.
23. For the City of Farmersville, Farmersville Blvd./SR-198 project on Table 2 , the project is defined to include: the extension/widening of Farmerville Blvd from SR-198 to Walnut Avenue and to include non-motorized transportation improvements to Visalia Road. The reduction of the original project from \$30 million to \$25 million is a reduction to the Regional Program.
24. Member agencies with transit service expansion funding in the Expenditure Plan (pages 10 & 11) may replace the service expansion funding with additional state or federal funding. The amount replaced can be used for new or existing Air Quality projects. The agency must submit an annual report that demonstrates the service expansion implemented prior to this Amendment has been maintained. Replacement funding will not be released without a Council/Board approved plan for expenditure of the replaced transit funds, and must be submitted to TCAG prior to approval for expenditure of said funds on Air Quality project(s). A Council/Board may approve up to a five year plan for replacement projects and combine years of estimated funding as necessary. (start date FY 2018-2019)

Appendix B – Implementing Guidelines

The following Implementing Guidelines are intended to “guide” development and implementation of the measure program for Tulare County. Each of the three (3) transportation funding programs is described below. Implementing Guidelines for the fourth program (Administration/Planning Program) are described in Appendix A.

1. Regional Project Program (Regional Transportation Program)- 50% of the Measure

The Expenditure objectives are to:

- Provide additional funds to make up anticipated shortfalls to meet regional street and highway improvement needs
- Leverage Local Program state and federal funding from the California Transportation Commission (CTC)
- Accelerate delivery of street and highway projects that may otherwise be delayed because of other funding shortages

The program would provide funds for:

- Additional lane capacity on existing regional streets and highways
- Major Interchange improvements
- Other improvements which improve mobility performance on the regional system

Eligible expenditures for Phase 1 and Phase 2 projects would include all recognized project phases including:

- Planning and environmental analysis
- Preliminary engineering
- Design
- Right-of-way acquisition and relocation
- Utilities relocation
- Construction & Construction Engineering

In addition to Transportation Measure funds, the Regional Projects Program would require the partial allocation of State Transportation Improvement Program funds available to Tulare County to regional capacity increasing projects. These funding sources together result in slightly more than **\$903 million** available for Phase 1 and Phase 2. Phase 2 projects are considered for advancement if additional funding is available and the projects are amended in to the current Regional Transportation Plan. During preparation of the biennial Strategic/Work Plan Updates, TCAG will develop a detailed improvement program that specifies the timing and delivery of projects or funding order considering project cost benefit, project readiness, and funding availability.

2. Local Transportation Program - 35% of the Measure

This program would augment:

- Existing local, state, and federal funds for local streets and roads
- Any other form of transportation that provides funding for transportation projects of significance to local agencies
- Local Transportation Impact Fees

The improvements in this category are not limited to just the concept of rehabilitation. The funding is available to all jurisdictions to address their respective needs. This program will provide "flexible funding" for:

- Meeting scheduled maintenance needs
- Rehabilitating the aging local system
- Pot hole repair
- Signals
- Safety Improvements
- Bridge replacement
- New local road capacity
- Maintenance and rehabilitation projects
- Separate street traffic from increasing rail traffic (railroad grade separations)
- Signal Synchronization
- Other improvements directly or indirectly related to transportation

As with the Regional Projects Program, funds could be used for all needed phases of project development and implementation.

3. Transit/Bikes/Environmental (Air Quality) Program – 14% of Measure

The program would include funding augmentation to existing transit operators to maintain basic transit services to meet the needs of:

- Public transit
- Those who are unable to drive
- Those who choose an alternative to the use of private automobiles for work and shopping trips

The program includes funding for:

- Bicycle projects
- Pedestrian improvements
- Environmental Mitigation
- Light Rail

The Environmental Mitigation funds would be applied to an environmental mitigation bank that would encompass the projects and programs that may be funded with Measure assistance. This program would also reduce the time and significant delays associated with the current process of securing approval of affected resource agencies.

As with the Regional Projects Program, funds could be used for all needed phases of project development and implementation. In addition to Measure funds, the Regional Projects Program would require the partial allocation of Regional CMAQ/TE funding administered through TCAG. These funding sources together result in slightly more than **\$132 million** available for Transit/Bikes/Environmental projects.

Appendix C – Citizens’ Oversight Committee

Committee Purpose

To provide input on implementation of the plan, and to advise the TCAG Board if and when the plan needs to be augmented and to ensure that the funds are being spent in accordance with the plan.

To inform the public and to ensure that the Transportation Measure (Measure) funding program revenues and expenditures are spent as promised to the public.

Administrative Issues

Committee Formation

- The Committee will be formed within six (6) months upon approval of the Measure by the voters of Tulare County in November 2006
- The Citizens’ Oversight Committee (Committee) shall not be amended out of the Expenditure Plan
- Meetings will commence when Measure revenues are recommended for expenditure; including Strategic/Work Plan updates

Selection and Duties of Committee Chair and Vice Chair

- The Committee shall select a Chair and Vice Chair from the members, each of whom shall serve a one (1) year term
- The duties of the Chair will be to call meetings, set agendas, and preside over meetings
- The duties of the Vice Chair will be to perform the same duties described above in the absence of the Chair

Committee Meetings

- The Committee will hold one formal meeting annually, with additional meetings scheduled as needed by the Committee.
- All Committee meetings must be held in compliance with the Brown Act
- All meetings will be conducted per “Robert’s Rules of Order”

Subcommittee Requirements

- Subcommittees: the Committee may elect to form subcommittees to perform specific parts of its purpose.
- All subcommittees shall have an odd number of members

Committee Membership, Selection, and Quorum

Membership & Selection

The Committee will be designed to reflect the diversity of the County. The Committee will consist of 16 members. Each organization represented on the Citizens’ Oversight Committee will nominate its representative; with final appointments approved by the governing board of the TCAG. The membership shall be as follows:

*One member will be appointed by each City and the County. (Total of 9)

*One representative from a major private sector Tulare County employer, nominated by the Tulare County Economic Development Corporation

*One representative from the building industry, nominated by the Tulare County Building Industry Association.

*One representative from the agriculture industry, nominated by the Tulare County Farm Bureau

*One representative from the Hispanic community, nominated by the Tulare Kings Hispanic Chamber of Commerce

*One representative from an advocacy group representing bicyclists and pedestrians, and/or transit.

*One member who is a professional in the field of audit, finance and/or budgeting with a minimum of five years in a relevant and senior decision-making position in the public or private sector.

*One representative from an environmental advocacy group

- In the case of the final three representatives, applications from citizens from Tulare County who are over the age of 18 will be solicited and accepted and the representatives will be selected by the other 13 seated Board members, subject to final approval by TCAG.

Quorum

- A Quorum will be no less than nine (9) members of the Committee
- An action item of the Committee may be approved by a simple majority of those present, as long as the quorum requirement is met.

Term of Membership

- Terms of membership will be for two (2) years. No member may serve more than 8 years
- Members may be reimbursed for authorized expenses, but not be compensated for their service on the Committee
- In an effort to maintain Committee member consistency, during the first two (2) years of the Committee, terms will be staggered with 8 of the members to serve a one-year term, 8 of the members to serve a two-year term. The length of the first terms will be determined via random selection.
- Proxy voting will not be permitted

Eligibility

- U.S. citizen 18 years of age or older who resides in Tulare County
- Not an elected official at any level of government
- Not a public employee at any State, County or local city agencies
- Must submit an annual statement of financial disclosure consistent with Fair Political Practices Commission (FPPC) rules and regulations and filed with the Authority

Staffing

- TCAG will staff the Committee and provide technical and administrative assistance to support and publicize the Committee's activities.
- TCAG services and any necessary outside services will be paid using the TCAG's Measure Administration Program revenues
- Expert staff will be requested to provide information and make presentations to the Committee, as needed

Responsibilities

The Committee may receive, review and recommend any action or revision to plans, programs, audits or projects that is within the scope of its purpose stated above. Specific responsibilities include:

- Receive, review, inspect, and recommend action on independent financial and performance audits related to the Measure

- Receive, review, and recommend action on other periodic reports, studies and plans from responsible agencies. Such reports, studies and plans must be directly related to Measure programs, revenues, or expenditures
- Review and comment upon Measure expenditures to ensure that they are consistent with the Expenditure Plan
- Annually review how sales tax receipts are being spent and publicize the results
- Present Committee recommendations, findings, and requests to the public and TCAG in a formal annual report to inform Tulare County residents how funds are being spent.
- The Committee will have full access to the TCAG independent auditor and will have the authority to request and review specific information, with the understanding that the Committee will rely upon data, processes and studies available from TCAG, and other relevant data generated by reputable sources. It is understood; that TCAG will be continuously striving to improve the reliability of data and to update analytical and modeling processes and that the Committee will be kept abreast of any such efforts, and is invited to participate in development of such updates in a review capacity.

The Committee will assist TCAG in taking advantage of changing situations with technical and transportation developments in the future. Therefore, the provisions regarding the Committee make up, processes and protocols are viewed through 2037 based upon a 2007 perspective, and are not meant to be unduly restrictive on the TCAG and the Committee's roles and responsibilities.



CITY COUNCIL AGENDA – JULY 7, 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 16, 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-five (45) 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. At its meeting on June 16, 2020, the Council provided approval for the opening of the Murry Park swimming pool and Fallen Heroes Park splash pad consistent with the State's guidelines and 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 consistent with the State's guidelines and necessary precautions and preparations.

Having already suffered the cancellation of the Iris Festival, Cinco de Mayo Parade, Porterville Fair, Military Banner Ceremony, KJUG Summer Concert Series and Freedom Fest among other community events to avoid mass gatherings, it is becoming apparent that the shelter-at-home Order could have continued affects 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 (Project Roomkey), which the County is working with two local hotels in the leasing of approximately thirty (30) rooms. At the time of this report, the County reports there are currently 101 homeless individuals participating in the Project Roomkey program, none of which are COVID-19 positive. On July 1, 2020, Helping Hands of Porterville resumed its daily homeless lunch program, thus relieving the City and its staff of the deliver of this program.

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 in the month 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.

Due to increasing positive cases across the state, on June 18, 2020, the State issued guidance that all individuals wear face coverings when in public (attached). Also due to increasing positive cases and testing positivity, the State placed Tulare County on its monitoring list program for targeted engagement and potentially reinstituting community measures, which on June 28, 2020, the State directed all bars in Tulare County be closed again immediately by local health officer order. On July 1, 2020, the State further directed the closing of indoor activities for at least the succeeding three weeks, including restaurants, bowling alleys, movie theaters, card rooms, museums, wineries and zoos.

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. On June 30, 2020, the Governor issued Executive Order N-71-20, extending the eviction moratorium through September 30, 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 under-served 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 beyond minimum State testing thresholds. City

staff was recently notified by County staff that the Veterans Memorial administration has given notice to the State to terminate the testing at its facility effective July 31, 2020, so that it may again use the facility for other purposes. The State and County are looking for a replacement testing facility, which the local National Guard armory is being considered.

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. At its meeting of June 16, 2020, the Council took action to defer the collection of the biannual \$25 business license from July 2020 to January 2021 for local small businesses.

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.

As a component of its 2020-2021 budget adoption, the State appropriated \$500 million of CARES Act funding to cities that were not allocated CARES Act

funding directly by the federal government, including \$275 million to cities with a population of less than 300,000, which based upon estimates the City would receive approximately \$740,000.

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

23. State of California Guidance for Face Coverings: June 18
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.

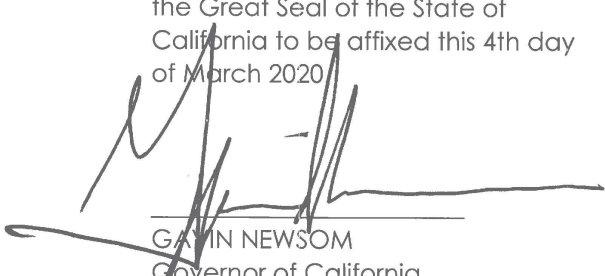
7. The 30-day time period in Health and Safety Code section 101080, within which a local governing authority must renew a local health emergency, is hereby waived for the duration of this statewide emergency. Any such local health emergency will remain in effect until each local governing authority terminates 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

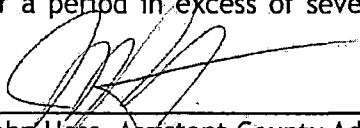
NOW THEREFORE, the Tulare County Coordinator of Emergency Services hereby:

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

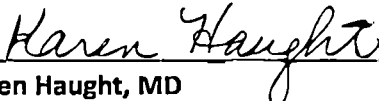
WHEREAS, the Board of Supervisors is not in session, and cannot immediately be called into session; and

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

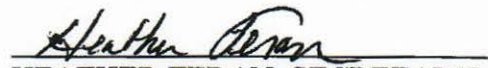
UPON MOTION OF COUNCIL MEMBER **Zachary Janoko** SECONDED BY COUNCIL MEMBER **Steve M. Peyron, Jr.**, THE FOREGOING WAS ADOPTED BY THE TULE RIVER TRIBAL COUNCIL AT A DULY CALLED MEETING HELD ON **Friday, March 13, 2020**, AT WHICH A QUORUM WAS PRESENT BY THE FOLLOWING VOTES:

AYES: **8**

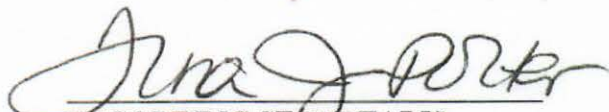
NOES: **0**

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:

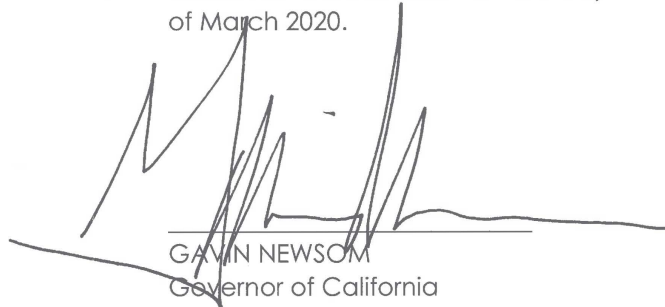
- (i) each state or local body must give advance notice of each public meeting, according to the timeframe otherwise prescribed by the Bagley-Keene Act or the Brown Act, and using the means otherwise prescribed by the Bagley-Keene Act or the Brown Act, as applicable; and
- (ii) consistent with the notice 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:

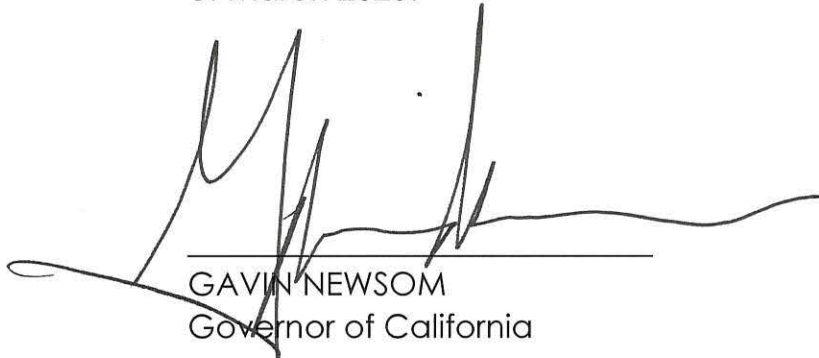
- 1) To the limited extent that any part of Health & Safety Code section 50214, subdivision (a), restricts a local jurisdiction from expending Homeless Emergency Aid Program funds on preparing for and addressing the impacts of the COVID-19 pandemic on homeless individuals, including through implementing 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

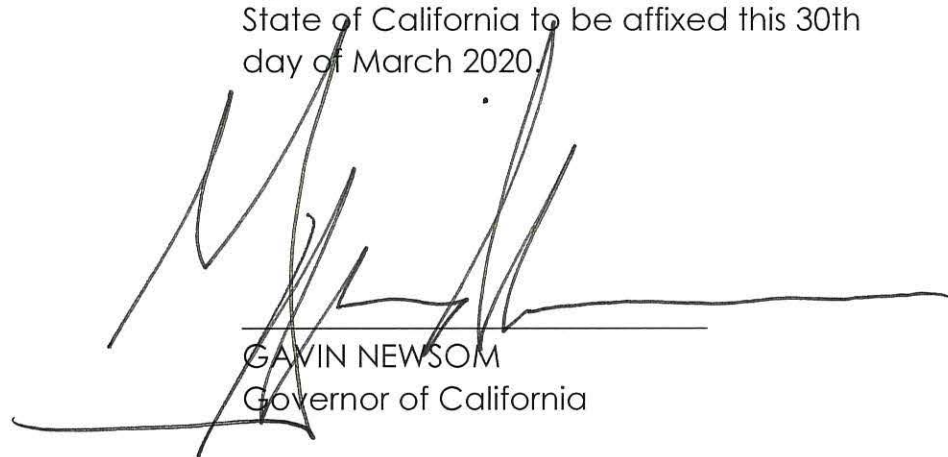
and safety. Any waivers granted pursuant to this paragraph shall be posted on the Department's website.

- 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.

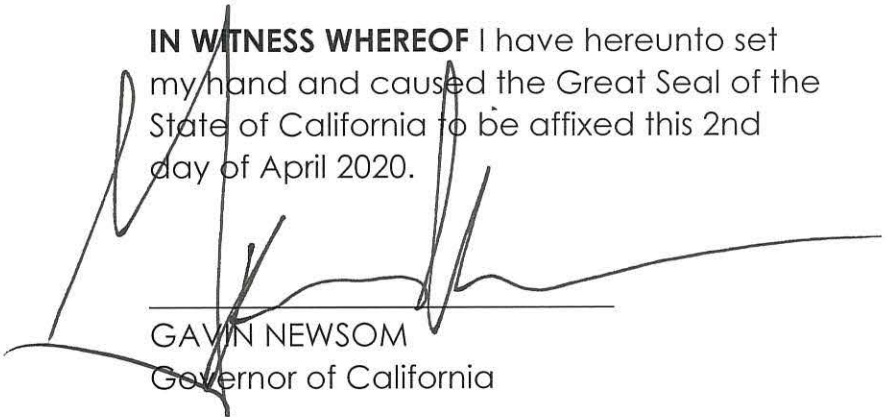
Nothing in this Order eliminates the obligation of water customers to pay for water service, prevents a water system from charging a customer for such service, or reduces the amount a customer already may owe to a water system.

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

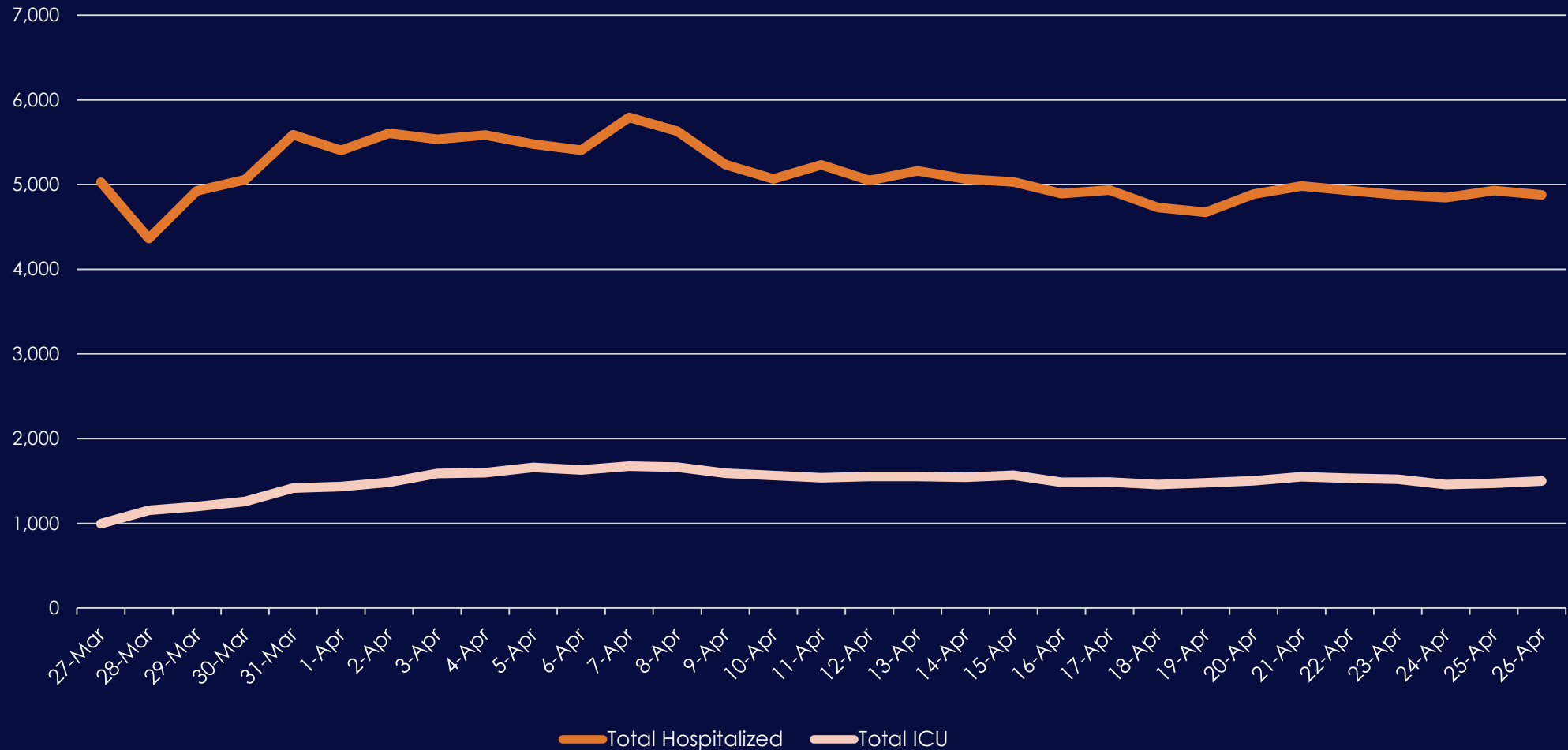


Update on California's Pandemic Roadmap

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.

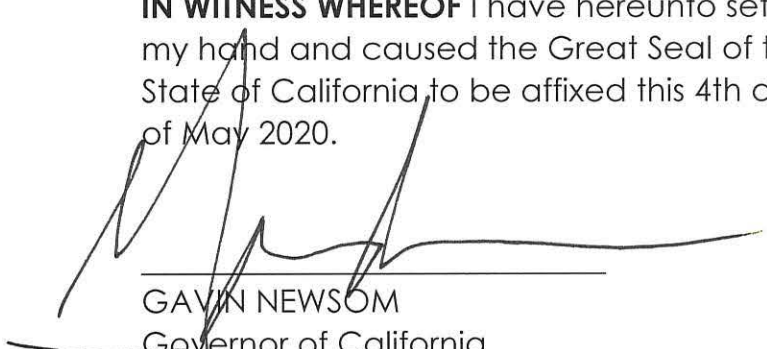
The State Public Health Officer may, from time to time and as she deems necessary to respond to the dynamic threat posed by COVID-19, revise the criteria and procedures set forth in this Paragraph 2. Nothing related to the establishment or implementation of such criteria or procedures, or any other aspect 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 _____
Chief Deputy
Matter No. 2020217

Attachments: March 19, 2020 Order of the County Public Health Officer

JMF/4/7/2020/2020217/1450463_2.docx

**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 off 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



TULARE COUNTY HEALTH & HUMAN SERVICES AGENCY

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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.



TULARE COUNTY HEALTH & HUMAN SERVICES AGENCY

Timothy W. Lutz, MBA
Agency Director

Karen M. Elliott, MBA • Public Health Branch Director
Karen Haight, MD, M.P.H. • County Health Officer

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



**TULARE COUNTY
HEALTH & HUMAN SERVICES AGENCY**

Timothy W. Lutz, MBA
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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.

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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

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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, Public 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



SONIA Y. ANGELL, MD, MPH
State Public Health Officer & Director

State of California—Health and Human Services Agency California Department of Public Health



GAVIN NEWSOM
Governor

June 18, 2020

GUIDANCE FOR THE USE OF FACE COVERINGS

Because of our collective actions, California has limited the spread of COVID-19 and associated hospitalizations and deaths in our state. Still, the risk for COVID-19 remains and the increasing number of Californians who are leaving their homes for work and other needs, increases the risk for COVID-19 exposure and infection.

Over the last four months, we have learned a lot about COVID-19 transmission, most notably that people who are infected but are asymptomatic or pre-symptomatic play an important part in community spread. The use of face coverings by everyone can limit the release of infected droplets when talking, coughing, and/or sneezing, as well as reinforce physical distancing.

This document updates existing [CDPH guidance](#) for the use of cloth face coverings by the general public when outside the home. It mandates that face coverings be worn state-wide in the circumstances and with the exceptions outlined below. It does not substitute for existing guidance about social distancing and handwashing.

Guidance

People in California must wear face coverings when they are in the high-risk situations listed below:

- Inside of, or in line to enter, any indoor public space;¹
- Obtaining services from the healthcare sector in settings including, but not limited to, a hospital, pharmacy, medical clinic, laboratory, physician or dental office, veterinary clinic, or blood bank;²
- Waiting for or riding on public transportation or paratransit or while in a taxi, private car service, or ride-sharing vehicle;
- Engaged in work, whether at the workplace or performing work off-site, when:
 - Interacting in-person with any member of the public;
 - Working in any space visited by members of the public, regardless of whether anyone from the public is present at the time;

¹ Unless exempted by state guidelines for specific public settings (e.g., school or childcare center)

² Unless directed otherwise by an employee or healthcare provider



- Working in any space where food is prepared or packaged for sale or distribution to others;
- Working in or walking through common areas, such as hallways, stairways, elevators, and parking facilities;
- In any room or enclosed area where other people (except for members of the person's own household or residence) are present when unable to physically distance.
- Driving or operating any public transportation or paratransit vehicle, taxi, or private car service or ride-sharing vehicle when passengers are present. When no passengers are present, face coverings are strongly recommended.
- While outdoors in public spaces when maintaining a physical distance of 6 feet from persons who are not members of the same household or residence is not feasible.

The following individuals are exempt from wearing a face covering:

- Persons age two years or under. These very young children must not wear a face covering because of the risk of suffocation.
- Persons with a medical condition, mental health condition, or disability that prevents wearing a face covering. This includes persons with a medical condition for whom wearing a face covering could obstruct breathing or who are unconscious, incapacitated, or otherwise unable to remove a face covering without assistance.
- Persons who are hearing impaired, or communicating with a person who is hearing impaired, where the ability to see the mouth is essential for communication.
- Persons for whom 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.
- Persons who are obtaining a service involving the nose or face for which temporary removal of the face covering is necessary to perform the service.
- Persons who are seated at a restaurant or other establishment that offers food or beverage service, while they are eating or drinking, provided that they are able to maintain a distance of at least six feet away from persons who are not members of the same household or residence.
- Persons who are engaged in outdoor work or recreation such as swimming, walking, hiking, bicycling, or running, when alone or with household members, and when they are able to maintain a distance of at least six feet from others.

- Persons who are incarcerated. Prisons and jails, as part of their mitigation plans, will have specific guidance on the wearing of face coverings or masks for both inmates and staff.

Note: Persons exempted from wearing a face covering due to a medical condition who are employed in a job involving regular contact with others should wear a non-restrictive alternative, such as a face shield with a drape on the bottom edge, as long as their condition permits it.

Background

What is a cloth face covering?

A cloth face covering is a material that covers the nose and mouth. It can be secured to the head with ties or straps or simply wrapped around the lower face. It can be made of a variety of materials, such as cotton, silk, or linen. A cloth face covering may be factory-made or sewn by hand or can be improvised from household items such as scarfs, T-shirts, sweatshirts, or towels.

How well do cloth face coverings work to prevent spread of COVID-19?

There is scientific evidence to suggest that use of cloth face coverings by the public during a pandemic could help reduce disease transmission. Their primary role is to reduce the release of infectious particles into the air when someone speaks, coughs, or sneezes, including someone who has COVID-19 but feels well. Cloth face coverings are not a substitute for physical distancing, washing hands, and staying home when ill, but they may be helpful when combined with these primary interventions.

When should I wear a cloth face covering?

You should wear face coverings when in public places, particularly when those locations are indoors or in other areas where physical distancing is not possible

How should I care for a cloth face covering?

It's a good idea to wash your cloth face covering frequently, ideally after each use, or at least daily. Have a bag or bin to keep cloth face coverings in until they can be laundered with detergent and hot water and dried on a hot cycle. If you must re-wear your cloth face covering before washing, wash your hands immediately after putting it back on and avoid touching your face. Discard cloth face coverings that:

- No longer cover the nose and mouth
- Have stretched out or damaged ties or straps
- Cannot stay on the face
- Have holes or tears in the fabric