



**CITY COUNCIL AGENDA
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
AUGUST 4, 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, August 04, 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 54956.9(d)(3) – Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation: Four cases in which facts are not yet known to potential plaintiff.
- 2 - Government Code Section 54956.9(d)(4) – Conference with Legal Counsel – Anticipated Litigation – Initiation of Litigation: One case.

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

Pledge of Allegiance Led by Council Member Stowe

Invocation

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. Tulare County Water Commission - July 13th (Continued)
2. PAADA Ad Hoc Committee Meeting - July 24, 2020

Staff Informational Reports

Charitable Car Washes - 2020 Calendar Year Report
Code Enforcement - 4th Quarter Report (April, May and June)
Golf Course - 4th Quarter Report (April, May and June)
OHV Park - 4th Quarter Report (April, May and June)
Building Permit Activity - 4th Quarter Report (April, May, June)
Street Performance Measure - 4th Quarter Report (April, May, June)
City Commission and Committee Attendance - 4th Quarter Report (April, May, June)
Attendance Report for City Council Member Board Appointments - 4th Quarter (April, May, June)

CONSENT CALENDAR

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

1. **Authorization to Purchase Equipment - JAMAR Black Cat II Radar Units**
Re: Consideration to authorize the purchase of two JAMAR Black Cat II radar units to collect traffic counts in the amount of \$9,217.00.
2. **Purchase of Rapid Notification Module for Spillman Dispatch System**
Re: Consideration of purchase of a module to the existing Spillman Dispatch System for the Fire Department at a total cost of \$7,829.19 which includes maintenance and support services for two years.
3. **Authorization to Award Contract - Various Water Projects**
Re: Consideration to award the Various Water Projects to Todd Companies in the amount of \$306,750.00.
4. **Acquisition of Right of Way for Olive Avenue and Newcomb Street Intersection and Traffic Signal Improvement Project**
Re: Considering approval of the acquisition of right of way for the completion of the Olive

Avenue and Newcomb Street Intersection and Traffic Signal Improvement Project.

5. **Authorization to Execute Grant Agreement with the Federal Aviation Administration**
Re: Consideration to adopt draft Resolution authorizing the City Manager to execute the grant agreement with the Federal Aviation Administration under the Airport Improvement Program for the Rehabilitation of the Parallel and Connection Taxiways Project.
6. **Authorization to Roll Weed Abatement Balances and Unpaid Utility Accounts to the Property Tax Rolls**
Re: Consideration to adopt draft Resolution authorizing the County Auditor to place the weed abatement balances and unpaid utility accounts on the 2020-2021 property tax rolls for collection.
7. **Ratification of Expenditure - Southern California Edison Street Lights for the Henderson Avenue Reconstruction Project (Second Street to Plano Street)**
Re: Consideration to approve the costs associated with the installment of the street lights; and authorize the City Engineer to sign the SCE application and issue payment in the amount of \$33,756.66.
8. **Permanent Local Housing Allocation Resolution**
Re: Consideration to approve draft Resolution repealing and replacing Resolution 65-2020, in support of the submission of an application to the State of California, Department of Housing and Community Development Permanent Local Housing Allocation Program.
9. **Preliminary Financial Status Reports - Fiscal Year 2019-2020**
Re: Consideration to accept the preliminary financial status reports for Fiscal Year 2019-2020.
10. **Quarterly Portfolio Summary**
Re: Acceptance of the Quarterly Investment Portfolio Summary Report.
11. **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

12. **Landscape & Lighting District Annual Assessments**
Re: Consideration of the 2020/21 assessment for the Landscape and Lighting Maintenance Districts; adopting the draft Resolution ordering the continued maintenance of Landscape and Lighting Maintenance Districts; and confirming the Engineer's Report and Assessments for Fiscal Year 2020/21.

SCHEDULED MATTERS

13. **Consideration of a Letter of Support for Ratification of the Tule River Tribe's Compact with the State of California for the Proposed Relocation of Eagle Mountain Casino to the City of Porterville**
Re: Consideration of a Letter of Support for the ratification of the Tule River Tribe's Compact with the State of California for the proposed relocation of Eagle Mountain Casino to the city of Porterville.

14. 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 August 18, 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 – AUGUST 4, 2020

SUBJECT: Charitable Car Washes - 2020 Calendar Year Report

SOURCE: Finance

COMMENT: In accordance with City Council direction, staff is providing a report on charitable car wash permits issued during the year. Article VI, Section 15-130 of the City Code allows up to four car washes by a charitable organization in a calendar year. For the period of January 1 to June 30, 2020, the following car washes have occurred within the City.

<u>Date</u>	<u>Name of Organization</u>	<u>Location of Car Wash</u>
2/23/20	Gospel Lighthouse Church	BR's Foodstore - 284 W. Olive Ave.
6/9/20	American Legion Terra Bella Post 779	Pizza Factory - 897 W. Henderson Ave.

RECOMMENDATION: Information Only

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:
Maria Bemis, Finance Director

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – AUGUST 4, 2020

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

SOURCE: Fire

COMMENT: This informational report utilizes data from the “myPorterville” application for tracking code enforcement activity between April 1 and June 30, 2020. During this 4th quarter of fiscal year 2019/2020, each department of the City contributed toward recording 614 code enforcement issues. Of these, 454 were corrected and 160 were continued into the 1st quarter of 2020/2021 for additional corrective action. The Code Enforcement Division issued 49 Administrative Citations.

RECOMMENDATION: Information Only

ATTACHMENTS: 1. Code Enforcement FY 2019-20 Q4

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

Code Enforcement Report, Quarter 4, FY 19-20

Q4 Code Enforcement Activity	# Requests	# Completed	% Closed
Abandoned Vehicle (Street)	10	10	100.00%
Animals- agricultural animals	2	1	50.00%
Animals- barking dogs	9	9	100.00%
Animals- keeping too many or unauthorized species	3	3	100.00%
Anonymous Crime Tip	14	14	100.00%
Building Department/ Permits	14	3	21.43%
Business License Inquiries	7	5	71.43%
Can Replacement / Repair	19	14	73.68%
CEO, Shopping Carts	4	4	100.00%
Code Enforcement, General	74	62	83.78%
Community Development, General or MULTIPLE violations	5	0	0.00%
Engineering	1	1	100.00%
Fences and freestanding walls	8	1	12.50%
Fire Hydrant Leaking	1	1	100.00%
Fireworks	2	2	100.00%
Garbage Collection/ Illegal Dumping	15	8	53.33%
General Feedback	3	2	66.67%
Graffiti	6	6	100.00%
Health Hazard	24	12	50.00%
Housing Issue (Structure Related)	2	2	100.00%
Itinerant Vendor, Solicitor, Peddler	2	2	100.00%
Landscaping/trees- private property	8	0	0.00%
Meter Request	33	28	84.85%
Neglected property/trash & debris	13	3	23.08%
Parking Issue	1	1	100.00%
Parks	1	1	100.00%
Police/ Traffic Enforcement	21	21	100.00%
Potholes	14	14	100.00%
Report Leak	14	14	100.00%
Sidewalk Condition	5	2	40.00%
Signs- In Public Right of Way	1	0	0.00%
Signs- Maintenance Issues	4	4	100.00%
Signs- Review	1	1	100.00%
Signs- Temporary	1	0	0.00%
Stop Light Issue	11	11	100.00%
Street Light Issue	3	3	100.00%
Vehicles- inoperable vehicles	7	3	42.86%
Vehicles- Parked on lawn	2	0	0.00%
Vehicles- RVs/boats/etc	19	4	21.05%

Administrative Citations	Q1	Q2	Q3	Q4	Total
\$100	14	17	6	35	\$7,200
\$200	2	1	1	5	\$1,800
\$500	3	8	1	5	\$8,500
\$1,000	4	0	0	2	\$6,000
\$1,500	14	1	0	2	\$25,500
FY 19-20 Total Assesment	37	27	8	49	\$49,000

Shopping Carts	Q1	Q2	Q3	Q4	Total
Collected	62	97	158	5	322
Disposed (Lbs.)	0	0	1,980	1,000	2,980

Private Property Vehicle Abatements	Q1	Q2	Q3	Q4	Total
Voluntary Abatement	44	32	41	2	119
Certified Voluntary Abatement	0	1	0	0	1
Towed	4	2	6	1	13
Total Vehicles Abated	48	35	47	3	133

Weed Abatement	Q1	Q2	Q3	Q4	Total
Properties Noticed	51	17	1680	76	1824
Completed by Owner	214	15	12	1,364	1605
Assigned to Contractor (private)	1	0	0	1	2
Assigned to Contractor (city owned)	1	0	0	61	62
Completed by Contractor	16	0	0	54	70
Admin Citations	9	1	0	22	32

Code Enforcement Report, Quarter 4, FY 19-20

Water Waste	31	25	80.65%
Water Waste Admin Cite	13	13	100.00%
Water Waste NOV	109	109	100.00%
Weed Abatement	76	35	46.05%
Yard Sales, Frequent	1	0	0.00%
Q4 Total	614	454	73.94%



CITY COUNCIL AGENDA – AUGUST 4, 2020

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

SOURCE: Parks and Leisure Services

COMMENT: At the request of the City Council, staff is providing a report on participation numbers at the Porterville Golf Course for informational purposes. The report reflects the Fourth Quarter for FY 2019/20.

RECOMMENDATION: Information Only

ATTACHMENTS: 1. Golf Course 4th Quarter Report

Appropriated/Funded:

Review By:

Department Director:

Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager

PORTERVILLE GOLF COURSE STATISTICS

	Apr-19	Apr-20	May-19	May-20	Jun-19	Jun-20
Golfers	1961	0	1765	1834	1810	2210
Repeat 9/Twilight	1197	0	930	1154	973	1463
Tickets Used	624	0	624	596	575	645
Passes Sold	40	0	34	4	34	28
Carts	1183	0	990	1479	1193	2440
Total	\$16,351.00	\$0.00	\$15,158.00	\$14,412.00	\$16,513.00	\$20,774.00

FOOTGOLF

	Apr-19	Apr-20	May-19	May-20	Jun-19	Jun-20
18-hole adult	5	0	0	5	0	5
18-hole youth	4	0	0	0	0	0
Cart rental	0	0	0	0	0	0
Ball rental	5	0	0	0	0	0
Party	0	0	0	0	0	0
Total	\$95.00	\$0.00	\$0.00	\$50.00	\$0.00	\$50.00

GRAND TOTAL	\$16,446.00	\$0.00	\$15,158.00	\$14,462.00	\$16,513.00	\$20,824.00
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- * **Repeat 9:** Additional 9 rounds after first 9
- * **Twilight:** Afternoon discount rate
- * **Tickets:** Surcharge with monthly play pass \$1.00 9-hole, \$2.00 18-hole
- * **Passes:** Monthly Passes sold

The Golf Course was closed during the month of April 2020 due to COVID-19.
A reopening special took place May 2020.



CITY COUNCIL AGENDA – AUGUST 4, 2020

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

SOURCE: Parks and Leisure Services

COMMENT: At the request of the City Council, staff is providing a report on participation numbers at the Porterville Off-Highway Vehicle Park for informational purposes. The report reflects the Fourth Quarter FY 2019/20.

RECOMMENDATION: Information Only

ATTACHMENTS: 1. OHV Park 4th Quarter Report

Appropriated/Funded:

Review By:

Department Director:

Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager

PORTERVILLE OHV RIDERSHIP

	Apr-19	Apr-20	May-19	May-20	Jun-19	Jun-20
Riders	Race rental		236		355	
Revenue	\$3,000.00	Closed	Closed	\$ 5,135.00	Closed	\$ 7,175.00
Days Open	3		11		12	

***Due to unforeseen circumstances, contracted Park Operator Friends of Kern Open Space terminated its contract with the City April 2019. There was one race held April 2019 by 2x Promotions. The OHV Park was closed May and June 2019 due to no Operator.**

***The OHV Park was closed April 2020 due to COVID-19.**



CITY COUNCIL AGENDA – AUGUST 4, 2020

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

SOURCE: Engineering and Project Management

COMMENT: The Building Permit Activity Report (BPAR) presented herein to the City Council covers the months of April, May and June 2020. The two main categories include new residential permits issued and new commercial permits issued.

4th Quarter of FY 2019/2020 compared to 4th Quarter of FY 2018/2019

New residential permits issued during the 4th quarter of 2020 (24) are up 41.18% from the 4th quarter of 2019 (17). New commercial permits issued during the 4th quarter of 2020 (0) showed no change from the new commercial permits issued during the same period last fiscal year (0).

Year-to-Date (July 2019 to June 2020)

New residential permits issued this fiscal year (137) are up 121% as compared to the previous fiscal year (62). New commercial permits issued this fiscal year (2) showed no change as compared to the previous fiscal year (2).

RECOMMENDATION:

ATTACHMENTS:

1. Building Activity - April 2020
2. Building Activity - May 2020
3. Building Activity - June 2020

Appropriated/Funded:

Review By:

Department Director:

Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager

CITY OF PORTERVILLE - BUILDING DIVISION
REPORT FOR THE PERIODS OF
7/1/2019 - 4/30/2019 AND
7/1/2020 - 4/30/2020

PERMIT	NUMBER OF PERMITS ISSUED				ACTUAL VALUATION OF PERMITS ISSUED				BUILDING FEES TOTALS FOR PERMITS ISSUED			
	APRIL 2020	APRIL 2019	THIS YEAR TO DATE	LAST YEAR TO DATE	APRIL 2020	APRIL 2019	THIS YEAR TO DATE	LAST YEAR TO DATE	APRIL 2020	APRIL 2019	THIS YEAR TO DATE	LAST YEAR TO DATE
NEW RESID	4	3	117	48	1,232,360	715,680	36,282,465	12,380,192	10,254.42	6,708	281,973.19	118,193
NEW COMM	0	0	2	2	0	0	5,000,000	2,300,000	0.00	0	10,184.00	13,262
RESID IMROV	4	8	82	150	38,000	183,608	852,044	1,856,999	1,731.92	4,106	31,795.97	59,361
COMM IMPROV	0	8	7	58	0	2,507,557	315,270	7,873,056	0.00	10,724	11,732.00	88,388
OTHER	22	29	252	227	270,985	402,640	3,633,058	2,979,846	5,031.00	5,833	61,142.45	45,411
ELECT	38	45	377	273	476,150	631,345	5,443,807	4,029,741	7,526.00	8,819	72,725.70	52,844
PLUMB	26	58	562	523	35,691	0	535,305	17,400	3,537.00	8,433	74,761.00	75,008
TOTALS	94	151	1,399	1281	2,053,186	4,440,830	52,061,949	31,437,234	28,080.34	44,622	544,314.31	452,466

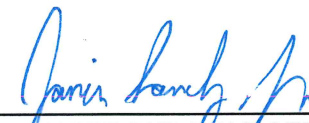
	NEW DWELLING UNITS TOTALS			
	APRIL 2020	APRIL 2019	THIS YEAR TO DATE	LAST YEAR TO DATE
SINGLE FAMILY	3	3	112	44
MULTI FAMILY	4	0	154	12
TOTAL	7	3	266	56


 CHIEF BUILDING OFFICIAL

CITY OF PORTERVILLE - BUILDING DIVISION
REPORT FOR THE PERIODS OF
7/1/2019 - 5/31/2019 AND
7/1/2020 - 5/31/2020

PERMIT	NUMBER OF PERMITS ISSUED				ACTUAL VALUATION OF PERMITS ISSUED				BUILDING FEES TOTALS FOR PERMITS ISSUED			
	MAY 2020	MAY 2019	THIS YEAR TO DATE	LAST YEAR TO DATE	MAY 2020	MAY 2019	THIS YEAR TO DATE	LAST YEAR TO DATE	MAY 2020	MAY 2019	THIS YEAR TO DATE	LAST YEAR TO DATE
NEW RESID	8	12	125	60	2,526,250	3,599,541	38,808,715	15,979,733	22,652.41	38,345	304,625.60	156,538
NEW COMM	0	0	2	2	0	0	5,000,000	2,300,000	0.00	0.00	10,184.00	13,262
RESID IMROV	11	18	93	168	263,787	356,233	1,115,831	2,213,232	7,107.03	8,823	38,903.00	68,184
COMM IMPROV	0	4	7	62	0	76,500	315,270	7,949,556	0.00	2,791	11,732.00	91,178
OTHER	23	34	275	261	248,583	464,781	3,881,641	3,444,627	5,083.70	6,832	66,226.15	52,243
ELECT	28	37	405	310	289,162	479,679	5,732,969	4,509,420	5,344.00	6,634	78,069.70	59,478
PLUMB	25	42	587	565	83,169	0	618,474	17,400	3,894.00	6,040	78,655.00	81,048
TOTALS	95	147	1,494	1,428	3,410,951	4,976,734	55,472,900	36,413,968	44,081.14	69,465	588,395.45	521,931

	NEW DWELLING UNITS TOTALS			
	MAY 2020	MAY 2019	THIS YEAR TO DATE	LAST YEAR TO DATE
SINGLE FAMILY	6	10	118	54
MULTI FAMILY	8	8	162	20
TOTAL	14	18	280	74



CHIEF BUILDING OFFICIAL

CITY OF PORTERVILLE - BUILDING DIVISION
REPORT FOR THE PERIODS OF
7/1/2019 - 6/30/2019 AND
7/1/2020 - 6/30/2020

PERMIT	NUMBER OF PERMITS ISSUED				ACTUAL VALUATION OF PERMITS ISSUED				BUILDING FEES TOTALS FOR PERMITS ISSUED			
	JUNE 2020	JUNE 2019	THIS YEAR TO DATE	LAST YEAR TO DATE	JUNE 2020	JUNE 2019	THIS YEAR TO DATE	LAST YEAR TO DATE	JUNE 2020	JUNE 2019	THIS YEAR TO DATE	LAST YEAR TO DATE
NEW RESID	12	2	137	62	3,466,179	324,249	42,274,894	16,303,982	29,899.74	4,110	333,525.34	160,648
NEW COMM	0	0	2	2	0	0	5,000,000	2,300,000	0.00	0.00	10,184	13,262
RESID IMROV	18	21	111	189	423,427	230,426	1,539,258	2,443,658	6,681.69	14,883	45,584.69	83,067
COMM IMPROV	0	2	7	64	0	10,600	315,270	7,960,156	0.00	1,284	11,732.00	92,462
OTHER	44	28	319	289	581,430	397,391	4,463,071	3,842,018	9,605.00	6,149	75,831.15	58,392
ELECT	38	48	443	358	698,437	868,325	6,431,406	5,377,745	7,449.00	9,238	85,518.70	68,716
PLUMB	63	53	650	618	75,440	26,135	693,914	43,535	9,198.00	7,923	87,853	88,971
TOTALS	175	154	1,669	1,582	5,244,913	1,857,126	60,717,813	38,271,094	62,833.43	43,587	652,228.88	565,518

	NEW DWELLING UNITS TOTALS			
	JUNE 2020	JUNE 2019	THIS YEAR TO DATE	LAST YEAR TO DATE
SINGLE FAMILY	11	2	129	56
MULTI FAMILY	4	0	166	20
TOTAL	15	2	295	76


 CHIEF BUILDING OFFICIAL



CITY COUNCIL AGENDA – AUGUST 4, 2020

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

SOURCE: Engineering and Project Management

COMMENT: The purpose of this staff report is to provide City Council with an update on progress made on street reconstruction, overlay, micro-surfacing and pothole repair efforts for the 4th quarter (April, May, June) of FY 2019/2020. For Council's information, the light blue bar represents staff's estimated quantity of "work" for each category for the fiscal year. The black overlaid bar represents the quantity of work accomplished to date.

City street crews have mainly focused on pothole repair efforts during this 4th quarter reporting period. The Henderson Avenue (Indiana Street to Jaye Street and Second Street to Plano Street) has been awarded and is slated to begin reconstruction work the week of August 3, 2020. The Newcomb Street (Olive Avenue to Porter Slough) reconstruction project is currently in the bidding process. Main Street reconstruction (Morton Avenue to Olive Avenue), Henderson Avenue rehabilitation (Balmayne Street to Patsy Street), Union Avenue reconstruction (Indiana Street to Jaye Street), and Villa Street reconstruction (Henderson Avenue to Olive Avenue) are all under design.

RECOMMENDATION:

ATTACHMENTS:

1. Streets Performance Measure - 4th Quarter Report
2. Streets Performance Measure - 3rd Quarter Report

Appropriated/Funded:

Review By:

Department Director:

Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager

4th QUARTER REPORT - April 1, 2020 - June 30, 2020

CITY OF PORTERVILLE
2019/2020 Level of Service Report
Prepared By J. Sanchez

3rd QUARTER REPORT - January 1, 2020 - March 31, 2020

[illegible]

3rd QUARTER REPORT - January 1, 2020 - March 31, 2020



CITY COUNCIL AGENDA – AUGUST 4, 2020

SUBJECT: City Commission and Committee Attendance - 4th Quarter Report (April, May, June)

SOURCE: Administrative Services

COMMENT: Due to the COVID-19 pandemic, no City Commissions or Committees have met during this reporting period, and therefore there is no attendance to report.

RECOMMENDATION: Information Only

ATTACHMENTS:

Appropriated/Funded:

Review By:
Department Director:

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – AUGUST 4, 2020

SUBJECT: Attendance Report for City Council Member Board Appointments - 4th Quarter (April, May, June)

SOURCE: Administrative Services

COMMENT: At its meeting of January 21, 2020, the City Council acted to direct staff to prepare a quarterly report on Council Member attendance at meetings of boards to which Council Members are appointed. This report captures attendance information from the Fourth Quarter FY 2019-20 (April - June).

RECOMMENDATION: Informational Only

ATTACHMENTS: 1. Council Committee Attendance 4th Qtr 19-20

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

City Council Attendance - FY 2019-2020 Fourth Quarter Report

Committee/Board	Member/Alternate	APRIL	MAY	JUNE
Tulare County Association of Governments/Board	Martha Flores - Member Milt Stowe - Alternate	4/20 - P	5/18 - P	6/22 P
Tulare County Association of Governments/ Transit Forum	Virginia Gurrola - Member			6/22 - P
Tulare County Economic Development Corporation ("TCEDC")	Daniel Penaloza - Member John Lollis - Alternate Virginia Gurrola - Alternate	4/22 - P	5/27 - A 5/27 - P	6/24 - P 6/24 - P
Tulare County Taskforce on Homelessness	Martha Flores - Member Jason Ridenour - Alternate Claudia Calderon - Alternate	4/15 - P	5/20 - P	6/24 - P
Council of Cities	Martha Flores - Member Milt Stowe - Member		5/22 - P 5/22 - P	
Porterville Area Airport Development Corporation ("PAADA")	Milt Stowe - Member Monte Reyes - Member		5/27 - P 5/27 - P	
Joint City/School District Committee	Milt Stowe-Member Virginia Gurrola-Member			
Ad Hoc Committee- Essential Business	Virginia Gurrola-Member Monte Reyes - Member		5/1 and 5/11 - P 5/11 - P	
Ad Hoc Committee - Proposition 64 Regulation of Marijuana	Monte Reyes - Member Daniel Penaloza-Member			
Ad Hoc Committee - Provision of Local Water Services	Daniel Penaloza-Member Virginia Gurrola-Member			
Tule River Improvement JPA	Daniel Penaloza - Member Michael Knight-Alternate			
Tulare County City Selection Committee	Mayor - City Member Designee - Alternate			
Tulare County Local Agency Formation Commission ("LAFCO")	Martha Flores - Member	4/1 - P		6/3 - P
PDC Advisory Board	John Lollis - Member Mayor - Alternate			
Internal City Audit Committee	Martha Flores - Member			
San Joaquin Valley Air Pollution Control District ("SVAPCD") Board	Monte Reyes - Member	4/16 - A	5/21 - P	6/18
San Joaquin Valley Special City Selection Committee	Milt Stowe - Member Monte Reyes - Alternate	4/29 - A		
Eastern Tule Groundwater Sustainability Agency JPA	Monte Reyes - Member Michael Knight-Alternate		5/7 - P	6/4 - P
2020 Census Local Count Committee	Martha Flores - Member			

P= Present
A= Absent

APPOINTMENT OF COUNCIL MEMBERS TO VARIOUS COMMITTEES & BOARDS

Committee/Board	Member/Alternate	Appointment Date	Meeting Information
Tulare County Association of Governments/ Transportation Planning Agency ("TCAG")	Martha Flores - Member Milt Stowe - Alternate	12/13/2016 1/20/2015	Meets monthly; Third Monday; 1:00 PM Meets across the county at member agencies www.tularecog.org
Tulare County Economic Development Corporation ("TCEDC")	Daniel Penaloza - Member John Lollis - Alternate	12/10/2018 1/14/2009	Meets monthly; First Thursday; 7:30 AM Exeter Historical Museum, 125 S. B Street, Exeter www.sequoiavalley.com
Tulare County Taskforce on Homelessness	Martha Flores - Member	12/10/2018	Meets monthly; Third Wednesday; 1:30 PM Tulare County Professional Development Center 4031 W. Noble Avenue, Visalia www.tchhsa.org
Council of Cities	Martha Flores - Member Milt Stowe - Member	12/10/2018 7/1/2014	Meets bi-monthly; Third Wednesday; 3:00 PM Visalia Administration Boardroom, 220 N. Santa Fe Street, Visalia
Porterville Area Airport Development Corporation ("PAADA")	Martha Flores - Member Milt Stowe - Member Monte Reyes - Member	6/4/2019 7/1/2014 12/10/2018	Meets quarterly or as needed. Notification of meetings provided. (Only two members will attend meetings at any given time.)
Joint City/School District Committee	Brian Ward - Member Milt Stowe - Member	7/6/2010 12/10/2018	Meets quarterly or as needed. Notification of meetings provided.
Ad Hoc Committee - Proposition 64 Regulation of Marijuana	Monte Reyes - Member Daniel Penaloza	3/7/2017 12/10/2018	Ad Hoc Committee concerning the consideration of regulating marijuana business activities per Prop 64.
Ad Hoc Committee - Provision of Local Water Services	Brian Ward - Member Daniel Penaloza - Member	7/6/2010 12/10/2018	Ad Hoc Committee to address local water issues. Meets as needed.
Tule River Improvement JPA	Daniel Penaloza - Member Mike Reed - Alternate	12/10/2018 12/13/2016	Meets quarterly; Lower Tule Irrigation District Conference Room, 357 E. Olive Avenue, Tipton

APPOINTMENT OF COUNCIL MEMBERS TO VARIOUS COMMITTEES & BOARDS

Committee/Board	Member/Alternate	Appointment Date	Meeting Information
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APPOINTMENT OF COUNCIL MEMBERS TO VARIOUS COMMITTEES & BOARDS

Committee/Board	Member/Alternate	Appointment Date	Meeting Information
Tulare County City Selection Committee	Mayor - City Member Designee - Alternate		Meets as needed. Notification of meetings provided. Designee may attend in absence of the Mayor
Tulare County Local Agency Formation Commission ("LAFCO")	Vacant* (representing City Councils)		Board of Supervisors Board Room 2800 W. Burrel Avenue, Visalia, First Wed. @ 2 p.m. www.lafco.co.tulare.ca.us/lafco/
PDC Advisory Board	John Lollis - Member Mayor - Alternate	1/14/2009	Meets annually at Porterville Developmental Center 26501 Road 140, Room 59
Internal City Audit Committee	Martha Flores - Member	12/13/2016	Meets as needed in La Barca Conference Room, Porterville City Hall. Notification of meetings provided.
San Joaquin Valley Air Pollution Control District ("SJVAPCD") Board	Monte Reyes - Member		Meets on the third Thursday of each month at 9:00 a.m. at 1990 East Gettysburg Avenue, Fresno, CA.
San Joaquin Valley Special City Selection Committee	Milt Stowe - Member Monte Reyes - Alternate	12/13/2016 12/13/2016	Notification of Meetings provided; Members can attend via video-teleconference in Bakersfield or Fresno District Office.
Eastern Tule Groundwater Sustainability Agency JPA	Monte Reyes - Member Daniel Penaloza - Alternate	12/10/2018 12/10/2018	Meets monthly; First Thursday; 2:00 PM City Hall, 291 N. Main Street, Porterville



CITY COUNCIL AGENDA – AUGUST 4, 2020

SUBJECT: Authorization to Purchase Equipment - JAMAR Black Cat II Radar Units

SOURCE: Engineering and Project Management

COMMENT: The Engineering Division is tasked with collecting traffic counts for all major streets within the City. Due to the loss of staff over the past year, traffic counts have not been maintained as often as needed. Traffic counters are typically set by two staff members, one setting the equipment while the other is providing traffic control for the safety of each. This process has been in place for years, but is challenged to be maintained due to staffing needs and responsibilities.

In order to help address this situation, staff is pursuing the purchase of two JAMAR Black Cat II radar units that would help simplify the task of collecting traffic counts. Each unit can be set by one person and does not involve being in the roadway at any time. This helps make the process more efficient and safer for staff. One unit can collect data for two-lane roads with two units being required for four-lane roads.

Staff requested a quote from JAMAR Technologies as they are the supplier for all of the City's traffic counting equipment. Staff recommends the purchase of the two Black Cat II radar units at a total cost of \$9,217.00.

Funding for the purchase of this equipment will be from Special Gas Tax (SGT) funds.

RECOMMENDATION: That City Council authorize the purchase of two JAMAR Black Cat II Radar Units at a cost of \$9,217.00.

ATTACHMENTS: 1. JAMAR Technologies Inc. Quote

Appropriated/Funded:

Review By:

Department Director:

Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager



JAMAR Technologies, Inc.

TRAFFIC COUNTING EQUIPMENT AND SUPPLIES
DISTANCE MEASURING EQUIPMENT AND SUPPLIES

1500 Industry Road, Suite C

Hatfield, PA 19440

Phone 215-361-2244 • Fax 215-361-2267

QUOTATION

DATE: 7/30/2020

QUOTATION NO. 89608

P - (559) 782-7462 Ext. 7808

F - (000) 000-0000 Ext. 0000

PORTERVILLE; CITY OF
291 N. MAIN STREET
PORTERVILLE CA 93257

KELSIE SPRAGUE

		CUSTOMER ID	SALES PERSON	SHIPPING METHOD	PAYMENT TERMS	REQUIRED SHIP DATE	MASTER NUMBER
		8670	DS	UPS	NET 30	8/31/2020	150,289
QUANTITY ORDERED	ITEM NUMBER	DESCRIPTION				UNIT PRICE	EXTENDED PRICE
1 EACH	BCII-BT-SC	BLACK CAT II RADAR RECORDER KIT W/LAPTOP & SOFTWARE (MATCHED KEY# 307) \$100 TRADE-IN CREDIT TOWARDS RADAR KIT THIS KIT INCLUDES:				\$4,600.0000	\$4,600.00
1.00 Each	BLACK CAT II RADAR REC					\$0	\$0.00
1.00 Each	BLUETOOTH CONNECTION					\$0	\$0.00
2.00 Each	BATTERIES					\$0	\$0.00
		12V, 12AH RECHARGEABLE LITHIUM BATTERIES					
1.00 Each	BATTERY CHARGER					\$0	\$0.00
1.00 Each	MOUNTING KIT					\$0	\$0.00
		INCLUDES LOCKS, CHAIN, KEYS					
1.00 Each	STARNEXT SOFTWARE					\$0	\$0.00
		PURCHASING STARNEXT SOFTWARE, IN THIS KIT, SAVES YOU \$1195.00 LIST PRICE IS \$1595.00					
1.00 Each	BLACK CAT II USB CABLE					\$0	\$0.00
1 EACH	BCII-BT	BLACK CAT II RADAR RECORDER KIT W/LOCKS & CHAIN (MATCHED KEY# 307) \$100 TRADE-IN CREDIT TOWARDS RADAR KIT THIS KIT INCLUDES:				\$3,800.0000	\$3,800.00
1.00 Each	BLACK CAT II RADAR REC					\$0	\$0.00
1.00 Each	BLUETOOTH CONNECTION					\$0	\$0.00
2.00 Each	BATTERIES					\$0	\$0.00
		12V, 12AH RECHARGEABLE LITHIUM BATTERIES					
1.00 Each	BATTERY CHARGER					\$0	\$0.00
1.00 Each	MOUNTING KIT					\$0	\$0.00
		INCLUDES LOCKS, CHAIN, KEYS					
2 EACH	BR-4001	RADAR CLAMP KIT 2 ADDITIONAL CLAMP KITS - FOR A TOTAL OF 4 ON THIS QUOTE NO CHARGE - LIST PRICE IS \$12.00 EACH				\$0.0000	\$0.00
1 EACH	BTD-V201	BLUETOOTH ADAPTER NO CHARGE - LIST PRICE IS \$25.00				\$0.0000	\$0.00
						Subtotal	\$8,400.00
						Misc	\$0.00
						Tax	\$693.00
						Freight	\$124.00
						Total	\$9,217.00

*PRICE IS VALID FOR 30 DAYS UNLESS OTHERWISE
NOTED*

By *Denise Sprague/JM*



CITY COUNCIL AGENDA – AUGUST 4, 2020

SUBJECT: Purchase of Rapid Notification Module for Spillman Dispatch System

SOURCE: Fire

COMMENT: At its meeting of March 5, 2019, the City Council authorized the Police Department to upgrade its Communications Center with a Motorola Solutions Spillman Flex Computer Aided Dispatch system. At that time, the Police Department coordinated with the Fire Department to address specific needs associated with such a major upgrade and change of systems. On May 5, 2020, the City Council authorized an addendum of \$7,641.46 to that contract, to add the "quickest route" module to the contract, including maintenance for three years. Unfortunately, when analyzed by staff, one crucial element, the rapid notification module, was inadvertently not included. This deficiency was brought to light when the new dispatching system activated on July 23, 2020.

The Rapid Notification module provides paper copies of each dispatch to each station, printed while the dispatch is relayed through the audio systems. This allows the responding shifts to take with them a detailed sheet to allow for more thorough preparation before arrival on scene. Further, this module pushes dispatch information to firefighter's phones, to allow off-duty firefighters to respond directly to a call without first having to go to their station. This rapid notification avoids potential delays associated with a second or third alarm "callback" of any off-duty staff. This technology is particularly valuable when additional firefighters are needed to supplement the on-duty personnel, such as large river or structure fires.

The cost of this module is \$6,998.52. Maintenance and support for this module are included in the first year; and second year services would cost an additional \$830.67. The total amendment sought is \$7,829.19, which these costs will be funded by the Fire Department's General Fund operating budget.

RECOMMENDATION: That the City Council authorize the purchase of the Rapid Notification module from Motorola Solutions for the Spillman Dispatch System as an addendum to the existing contract between the City and Spillman Technologies, in the amount of \$7,829.19 which includes maintenance and support services for two years.

ATTACHMENTS: 1. Motorola Addendum #2: Rapid Notification 2.0

Appropriated/Funded:

Review By:

Department Director:

Dave LaPere, Fire Chief

Final Approver: John Lollis, City Manager

Quote and Purchase Addendum

Quoted Date:	July 29, 2020	Quote Number:	200722
Quote Expiration:	October 27, 2020	Prepared By:	Tally Gochis

Services Included

- **First-year Maintenance** – For the specific module(s) listed in this document, all upgrades and live phone support services are included for the entire first year.
- **Project Management and Installation** – Motorola Solutions will assign a Flex Project Manager as the agency's single point of contact. This individual will coordinate Motorola's expert installation and training staff as needed to ensure a smooth upgrade transition.

Included in Quote

Rapid Notification 2.0

*Covid-19 Discount Pre-Approved

Package Quote

\$6,998.52

Future Maintenance

- Future maintenance is estimated for your planning purposes and is not included in this purchase.
- 2nd-year maintenance will begin 12 months from production implementation.

2nd-year Maintenance Total: \$830.67

The Customer's signature below constitutes its agreement to purchase the licenses, products and/or services according to the terms quoted by Motorola Solutions within this document. This document shall serve as an addendum to the Purchase Agreement previously entered into between the Customer and Spillman Technologies. The terms and conditions of the Purchase Agreement, as well as the related License Agreement and Support Agreement, shall apply to the items quoted herein.

Porterville Fire Department

Customer Name

Authorized Signature

Date

Print Name and Title



CITY COUNCIL AGENDA – AUGUST 4, 2020

SUBJECT: Authorization to Award Contract - Various Water Projects

SOURCE: Engineering and Project Management

COMMENT: On July 27, 2020, staff received five (5) bids for the Various Water Projects. The water projects will be at D Street between Putnam Avenue and Oak Avenue, the connection onto Olive Avenue from Lotas Street, and North Avenue from Main Street to Second Street. The project will consist of installing new water main, and removing and replacing all existing water meters. The project will also reconnect all existing fire hydrants and fire services. A permanent trench patch will be installed as well.

The Engineer's Estimate of Probable Cost for the project was \$705,925. The low bid presented by Todd Companies of Visalia is \$306,750.00 which is \$399,175 less than the Engineer's Estimate. An additional \$30,675.00 is necessary for construction contingency (10%) and \$46,012.50 is required for construction management, surveying, quality control and inspection services (15%), equating to a total construction cost of \$383,437.50.

Funding for the project will come from the Water Replacement Funds.

The bids are as follows:

Contractor	Amount
Todd Companies Visalia, CA	\$306,750.00
Brough Construction Arroyo Grande, CA	\$336,695.00
West Valley Construction San Jose, CA	\$622,498.00
Lentz Construction Bakersfield, CA	\$705,253.00
United Field Services Bakersfield, CA	\$718,718.00

Staff has found the low bid acceptable.

RECOMMENDATION:

That City Council:

1. Award the Various Water Project to Todd Companies in the amount of \$306,750.00;
2. Authorize progress payments up to the 100% of the contract amount;
3. Authorize a 10% contingency to cover unforeseen costs;
4. Authorize an additional \$46,012.50 for construction management, construction surveying, quality control, and inspection services; and
5. Authorize the City Engineer to negotiate construction surveying service with one of the firms as approved by Council MO #02-100714.

ATTACHMENTS:

1. Locator Map - Various Water Projects

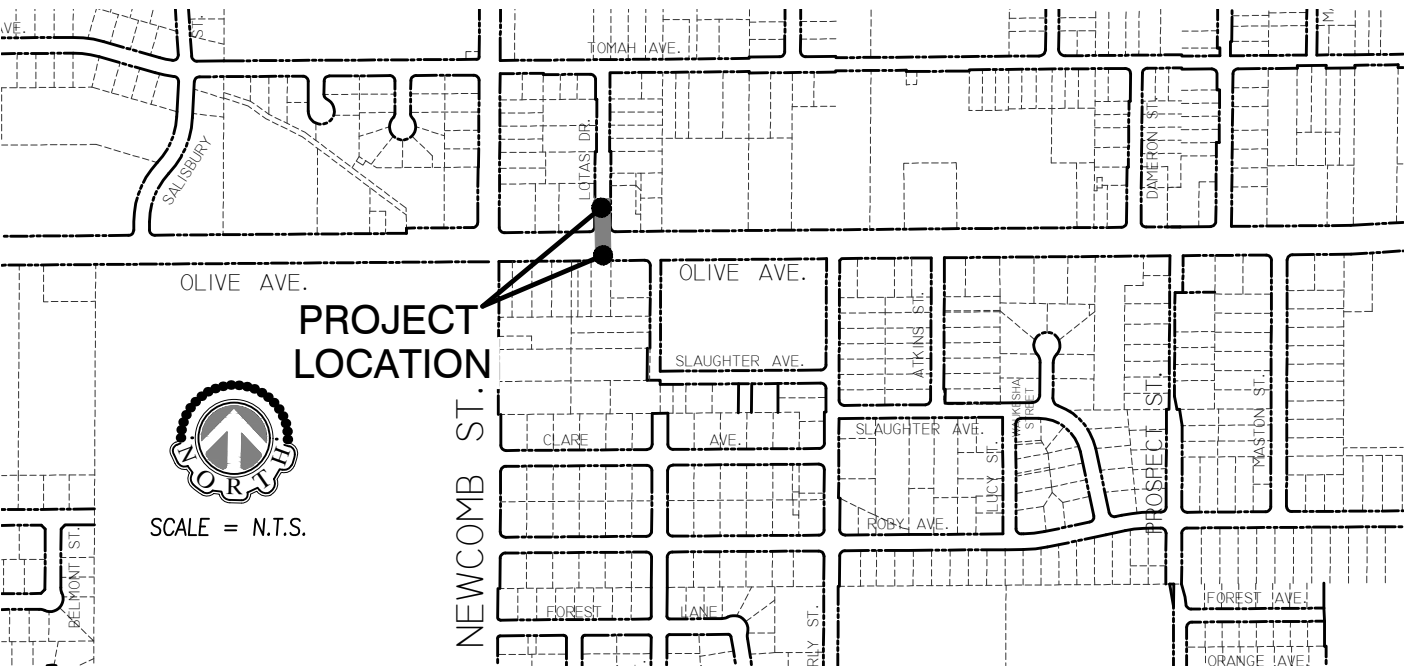
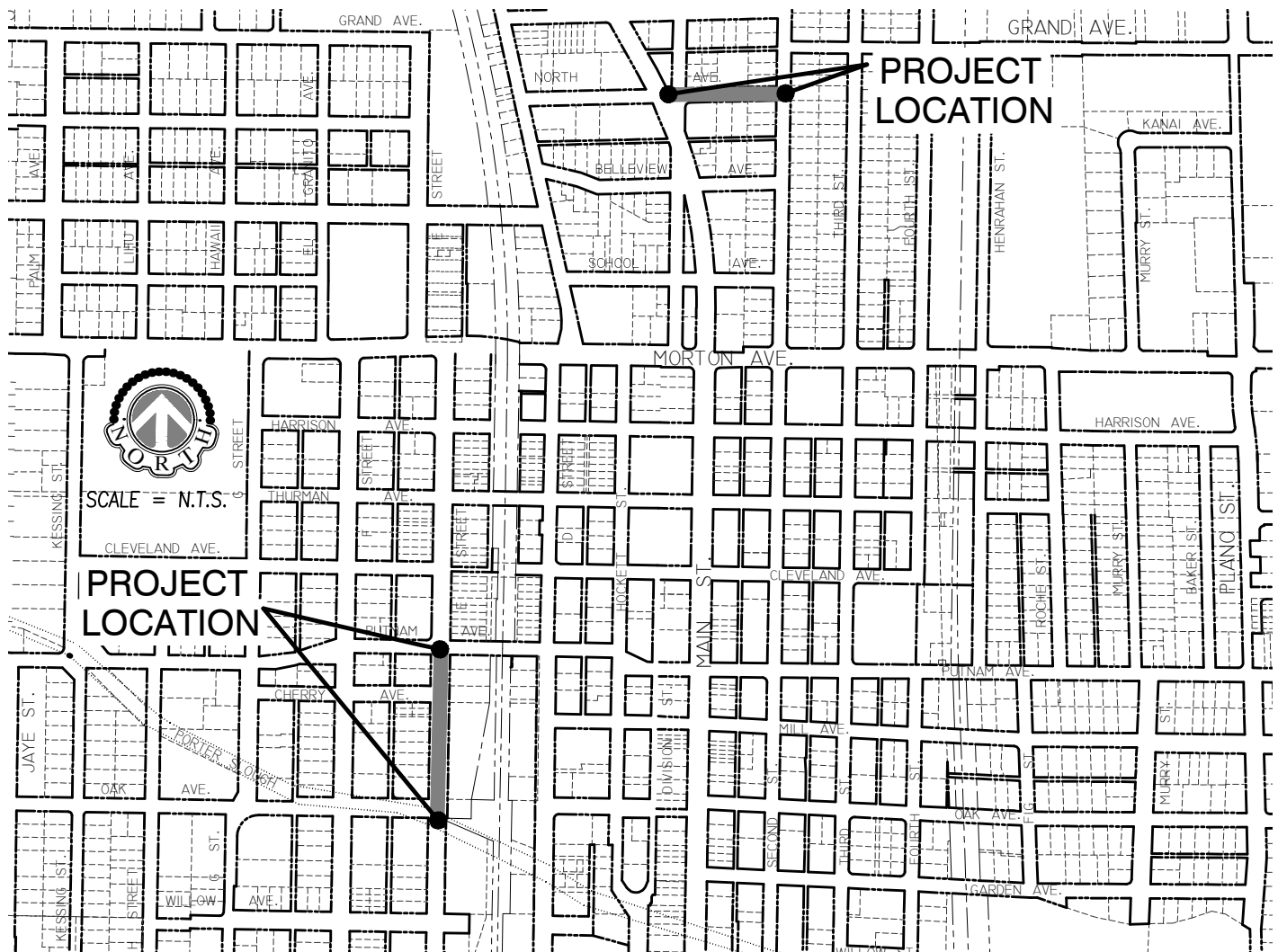
Appropriated/Funded:

Review By:

Department Director:

Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager



CITY OF PORTERVILLE

ENGINEERING DIVISION

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

VARIOUS WATER PROJECTS

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



CITY COUNCIL AGENDA – AUGUST 4, 2020

SUBJECT: Acquisition of Right of Way for Olive Avenue and Newcomb Street Intersection and Traffic Signal Improvement Project

SOURCE: Community Development

COMMENT: The Olive Avenue and Newcomb Street intersection and traffic signal improvement project, which was included in the Tulare County Association of Governments (TCAG) 2015 Federal Transportation Improvement Program (FTIP), was awarded funding through the Highway Safety Improvement Program (HSIP). The project includes replacing existing traffic signals, adding northbound and southbound protected left turn phasing, and mast arm mounted left turn heads for eastbound and westbound traffic. Modification to the medians, addition of Americans with Disabilities Act-approved ramps at corners, crosswalks on the south and west side of the intersection, installation of signs and accessible pedestrian signal.

In order to accomplish the project, it requires the acquisition of right of way. Staff has negotiated the purchase of real property, including the cost of \$3,100 to cure damages of relocating a pole mounted flood light from Abdo N. Abdullah and Dawla Abdullah, husband and wife, as joint tenants. The property consists of approximately 83 sq. ft. of land generally located at the southeastern corner of the intersection of Olive Avenue and Newcomb Street. The terms of the purchase are outlined in the Right of Way Agreement, which is provided herein, as is the draft Resolution for the City Council's consideration. Funding for the acquisition is available in the Newcomb and Olive Traffic Signal Account.

RECOMMENDATION: That the City Council adopt the draft Resolution approving the acquisition of the right of way for the completion of the Olive Avenue and Newcomb Street Intersection and Traffic Signal Improvement Project; and authorize the Mayor and City Manager to sign all documents necessary to complete the purchase.

ATTACHMENTS:

1. Draft Resolution
2. Right of Way Agreement
3. Grant Deed

Appropriated/Funded:

Review By:

Department Director:

Jenni Byers, Community Development Director

Final Approver: John Lollis, City Manager

RESOLUTION NO. ____-2020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PORTERVILLE ACCEPTING A GRANT DEED IN FEE FOR REAL PROPERTY
FROM ABDO N. ABDULLARH AND DAWLA ABDULLAH, HUSBAND AND WIFE, AS
JOINT TENANTS, FOR ROAD RIGHT OF WAY

BE IT RESOLVED by the City Council of the City of Porterville, that the City of Porterville hereby accepts a Grant Deed in fee for road right of way from Abdo N. Abdullah and Dawla Abdullah, husband and wife, as joint tenants (collectively "Grantor"), for real property, in the City of Porterville, County of Tulare, State of California, to-wit:

See Exhibit "A" and as shown on Exhibit "B" attached hereto and made a part hereof by reference.

BE IT FURTHER RESOLVED that the purchase price of THREE THOUSAND ONE HUNDRED DOLLARS (\$3,100) is hereby approved with the City to disburse funds to the Grantor, pay the normal and customary fees, authorize the Mayor and City Manager to sign all necessary documents, and said deed to be recorded in the office of the Tulare County Recorder. The foregoing has been accepted by the City Council for the City of Porterville.

Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By _____
By: Patrice Hildreth, Chief Deputy City Clerk

Exhibit "A"
LEGAL DESCRIPTION

A portion of Lot 7 of the Riley Subdivision, in the County of Tulare, State of California, according to the map thereof recorded in Book 19 at Page 30 of the Official Records of the County of Tulare, being more particularly described as follows:

BEGINNING AT the Northwest Corner of Section 34, Township 22 South, Range 27 East, Mount Diablo Base and Meridian;

THENCE, along the west line of said Northwest Quarter of said Section 34, South $00^{\circ} 17' 48''$ West, a distance of 99.18 feet;

THENCE, South $89^{\circ} 42' 12''$ East, a distance of 40.00 feet to a point on the west lot line of said Lot 7, said point also being the **TRUE POINT OF BEGINNING**;

THENCE, along said west lot line, North $00^{\circ} 17' 48''$ East, a distance of 19.73 feet to the northwest corner of said Lot 7;

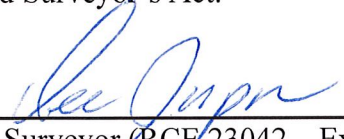
THENCE, along the north line of said Lot 7, North $89^{\circ} 30' 21''$ East, a distance of 19.73 feet, to the beginning of a curve concave southeasterly, having a radius of 20.00 feet, a central angle of $89^{\circ} 12' 33''$, and an arc length of 31.14 feet;

THENCE, southwesterly along said curve a distance of 31.14 feet, to the point of tangency on said west line of said Lot 7, said point also being the **TRUE POINT OF BEGINNING**.

Containing 83.12 square feet.

END OF DESCRIPTION

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyor's Act.

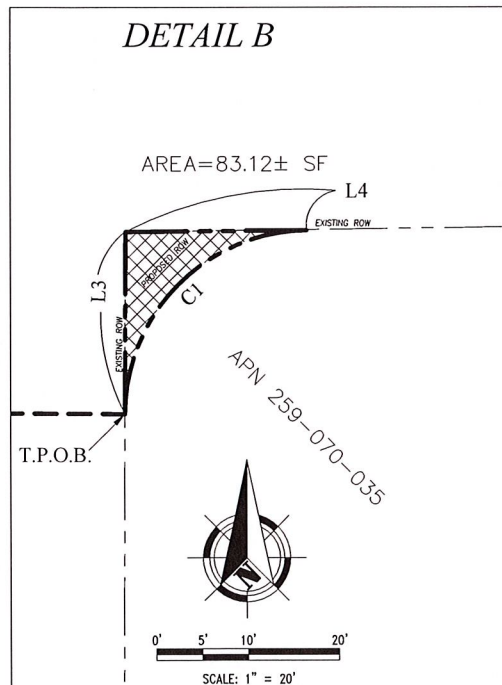
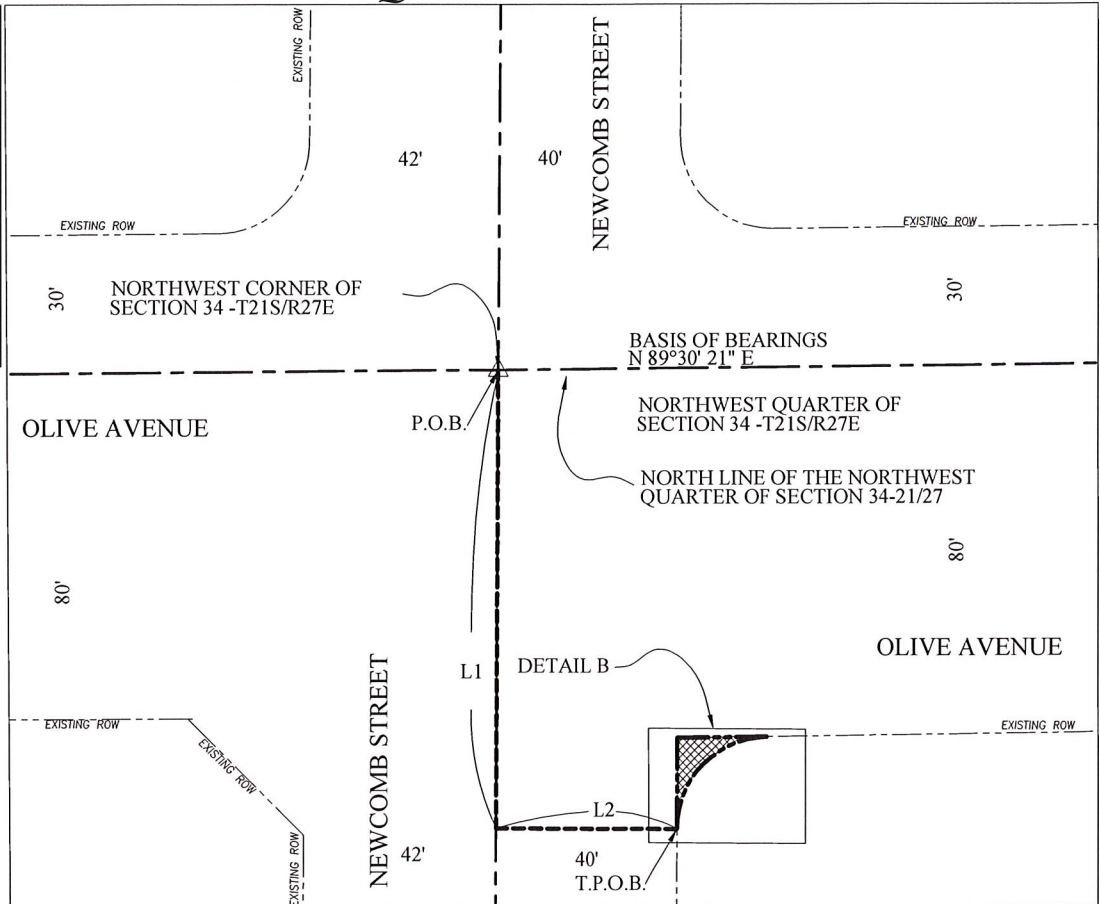
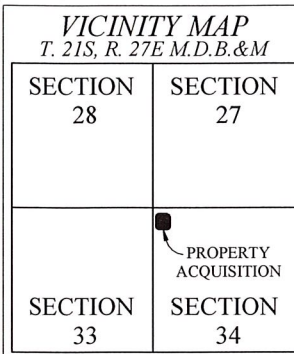
Signature: 
Licensed Land Surveyor (RCE 23042 – Exp 12-31-21)

Date: 



PROPERTY ACQUISITION PLAT

EXHIBIT "B"

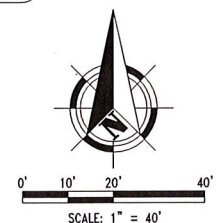


LINE TABLE		
Line #	Length	Bearing
L1	99.18'	S 0° 17' 48\" W
L2	40.00'	S 89° 42' 12\" E
L3	19.73'	N 0° 17' 48\" E
L4	19.73'	N 89° 30' 21\" E



CURVE TABLE				
Curve #	Length	Radius	Delta	Tangent
C1	31.14'	20.00	89° 12' 33.12\"	19.73'

BASIS OF BEARING for the parcel described herein is the north line of the Northwest quarter of Section 34, Township 21 South, Range 27 East, taken as North 89° 30' 21\" East, as shown on Record of Survey filed in Book 21 of Licensed Surveys, at page 68 in the Office of the Tulare County Recorder.



City of Porterville
291 N. MAIN ST.
PORTERVILLE, CA. 93257
559 782-7462

A PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 21 SOUTH, RANGE 27 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA.

OWNERS: ABDO ABDULLAH
1585 W OLIVE AVE.
PORTERVILLE, CA
259-070-035
APN: 259-070-035
ADDRESS: 1585 W OLIVE AVE.
AREA: 83.12± SF NET
DRAWN BY: DC **CHK'K BY:** DJ

ASSESSOR PARCEL NO.: 259-070-035
PROJECT: Olive & Newcomb Street Improvements
OWNER: Abdo N. Abdullah and Dawla Abdullah

RIGHT OF WAY AGREEMENT

THIS AGREEMENT is made and entered into by and between

Abdo N. Abdullah and Dawla Abdullah, husband and wife, as joint tenants (hereinafter collectively called "Grantor"), and

City of Porterville, a California municipal corporation (hereinafter called "City").

An instrument in the form of a Grant Deed ("Deed") covering the property particularly described therein ("Property"), has been executed concurrently with this Agreement and delivered to City representatives.

In consideration of which, and other considerations hereinafter set forth, it is mutually agreed as follows:

1. The parties have herein set forth the whole of their agreement. The performance of this Agreement constitutes the entire consideration for said document and shall relieve the City of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement, except as stated in Paragraphs 2.E. and 2.F. below.

2. The City shall:

A. PAYMENT - Pay to the order of the Grantor the sum of \$3,100 as consideration in full for the Property, for the loss, replacement and moving of any improvements, and for entering into this Agreement. Said sum shall be paid when title to the Property has vested in City free and clear of all liens, encumbrances, assessments, easements and leases recorded or unrecorded, except for recorded public utility easements and public right of way.

B. RECORDATION OF INSTRUMENT - Accept the Deed and cause the same to be recorded in the office of the Tulare County Recorder at such time as when clear title can be conveyed.

C. MISCELLANEOUS COSTS - Pay any escrow, title insurance, and recording fees incurred in this transaction.

D. CLEARANCE OF BONDS, ASSESSMENTS, OR DELINQUENT TAXES - Have the authority to deduct and pay from the amount shown in Clause 2.A. above any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in which the Deed records, together with penalties and interest thereon, and/or delinquent and unpaid non-delinquent assessments which have become a lien as of the date of recordation of the Grant Deed.

E. CONSTRUCTION AND RESTORATION – Shall, upon completion of construction, generally restore Grantor’s remaining real property to a comparable or better condition than that which existed prior to City’s project construction, to the extent reasonably practical, including relocation and reconnection of all public utility services, including the water meter, and construct a new concrete sidewalk with handicap access ramp and truncated dome warning mat to be installed on the Property being acquired by City herein. City shall have the Property flagged or marked at least 10 days prior to construction start and notify Grantor when done with the flagging. City shall provide to Grantor at least 30 days written notice of commencement of construction.

F. COST TO CURE DAMAGES - It is understood and agreed by and between the parties hereto that included in the amount payable under Clause 2(A) above is payment in full to compensate Grantor for the expense of performing the following work: removal of one pole-mounted floodlight from the Property acquired by City and relocation onto Grantor’s remaining parcel.

G. INDEMNIFICATION - Indemnify and hold harmless Grantor from any and all claims, damages, costs, judgments, or liability proximately caused by City or its officers, employees, or agents specifically arising from City construction and restoration work on the Property.

3. The Grantor:

A. PAYMENT ON MORTGAGE OR DEED OF TRUST - Agrees that any or all monies payable under this Agreement up to and including the total amount of the unpaid principal and interest on the note(s) secured by mortgage(s) or deed(s) of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said mortgage(s) or deed(s) of trust, shall upon demand(s) be made payable to the mortgagee(s) or beneficiary(s) entitled thereunder. Grantor shall cooperate with the Escrow Officer in obtaining lien clearance documents from any and all creditors holding liens against the Property.

B. LEASE INDEMNIFICATION - Warrants there are no oral or written leases on all or any portion of the Property, or if there are such leases, Grantor agrees to hold the City harmless and reimburse City for any and all of its losses and expenses occasioned by reason of any lease of said Property held by tenant of Grantor.

C. PERMISSION TO ENTER - Hereby grants to the City, its agents and contractors, permission to enter the area around the Property after the close of escrow for the purposes of conforming/adjusting the grade to match the new off-site improvements, subject to all applicable terms and conditions contained in this Agreement and the associated Deed.

D. TITLE INDEMNITY AND WARRANTY - In consideration of the City waiving the requirements to clear any defects and imperfections in all matters of record title, the Grantor indemnifies and holds the City harmless from any and all claims that other parties may make or assert on the title to the Property. Grantor’s obligation to indemnify the City shall not exceed the

amount paid to the Grantor under this Agreement. Grantor hereby represents and warrants that he/she/they are the sole vested owners of the Property, holding all ownership and possessory rights, and are the authorized signatories to grant the rights referenced in this Agreement without conflict or claims from other parties.

E. HAZARDOUS SUBSTANCES - Represents and warrants, to the best of Grantor's knowledge, and after reasonable inquiry, the following:

During Grantor's ownership of the Property, Grantor knows of no disposal, releases, or threatened releases of hazardous substances on, from, or under the Property or Grantor's remaining adjacent property. Grantor further represents and warrants that Grantor has no knowledge of disposal, release, or threatened release of hazardous substances on, from, or under the Property, or Grantor's remaining adjacent property, which may have occurred prior to Grantor's ownership.

There is no pending claim, lawsuit, agency proceeding, or any administrative challenge concerning the presence or use of hazardous substances on or within the Property or Grantor's remaining adjacent property.

Grantor has not used the Property, or Grantor's remaining adjacent property, for any industrial operations that use hazardous substances. Grantor is not aware of any prior use of such property. Grantor has not installed any underground storage tanks, above ground storage tanks, barrels, sumps, impoundments or other containers used to contain hazardous substances on any part of the Property or Grantor's remaining adjacent property. Grantors are not aware of any such prior installations. The purchase price of the Property being acquired reflects the fair market value of the Property without the presence of contamination. If the Property is found to be contaminated by the presence of hazardous substances which require mitigation under Federal or State law, City may elect to recover its cleanup costs from those who caused or contributed to the contamination.

4. The Parties agree:

A. ESCROW - At City's option, to open an escrow in accordance with this Agreement at an escrow company of City's choice. Opening an escrow shall be at City's sole discretion and City may decide to process this transaction without the use of an escrow agent. However, if an escrow agent is utilized, this Agreement constitutes the joint escrow instructions of City and Grantor, and the escrow agent to whom these instructions are delivered is hereby empowered to act under this Agreement. The parties hereto agree to do all acts necessary to close this escrow in the shortest possible time.

If an escrow is utilized, as soon as possible after opening of escrow, City will deposit the executed Deed by Grantor, with Certificate of Acceptance attached, with the escrow agent on Grantor's behalf. City agrees to deposit the purchase price upon demand of escrow agent. City and Grantor agree to deposit with escrow agent all additional instruments as may be necessary to complete this transaction. All funds received in this escrow shall be deposited with other escrow funds in a general escrow fund account(s) and may be transferred to any other such escrow trust

account in any State or National Bank doing business in the State of California. All disbursements shall be made by check or wire transfer from such account.

Any taxes which have been paid by Grantor, prior to opening of this escrow, shall not be pro-rated between City and Grantor, but Grantor shall have the sole right after close of escrow, to apply to the County Tax Collector of said County for any refund of such taxes which may be due Grantor for the period after City's acquisition.

- i) ESCROW AGENT DIRECTIVES - Escrow Agent is authorized to, and shall:
 - a) Pay and charge Grantor for any unpaid delinquent taxes and/or any penalties and interest thereon, and for any delinquent assessments or bonds against that portion of Grantor's property subject to this transaction as required to convey clear title.
 - b) Pay and charge City for any escrow fees, charges and costs payable under Paragraph 2.C. of this Agreement;
 - c) Disburse funds and deliver Deed when conditions of this escrow have been fulfilled by City and Grantor.
 - d) Following recording of Deed from Grantor, if requested by City, provide City with a CLTA Standard Coverage Policy of Title Insurance in the amount of \$3,100 issued by a Title Company of City's choice showing that title to the Property is vested in City, subject only to the following exceptions, and the printed exceptions and stipulations in said policy:
 - 1) Real Property Taxes for the fiscal year in which escrow closes;
 - 2) Public utility easements and public rights of way;
 - 3) Item Nos. 1-8 of the preliminary title report issued by First American Title Company, dated June 12, 2020, referenced as Order No. 54075674935; and
 - 4) Other items that may be approved in writing by City in advance of the close of escrow.
- ii) CLOSE OF ESCROW - The term "close of escrow", if and where written in these instructions, shall mean the date necessary instruments of conveyance are recorded in the office of the County Recorder. Recordation of instruments delivered through this escrow is hereby authorized.

B. JUDGMENT IN LIEU OF DEED - In the event Grantor does not deliver title in a reasonable time under the terms of the Agreement, the City may file an action in eminent domain to pursue the acquisition of the Property, and this Agreement shall constitute a stipulation which may be filed in said proceedings as final and conclusive evidence of the total amount of damages for the taking, including all of the items listed in Section 1260.230 of the Code of Civil Procedure, regarding said property rights.

C. ARTICLE HEADINGS - Article headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants and conditions of this Agreement.

D. COMPLETE UNDERSTANDING - This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions, and preliminary agreements or understandings, written or oral. This Agreement may not be amended except in writing by the parties hereto or their successors or assigns.

E. CITY COUNCIL APPROVAL - This Agreement is subject to and conditioned upon approval by the Porterville City Council. This Agreement is not binding upon the City until executed by the appropriate City official(s) acting in their authorized capacity.

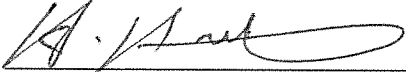
F. COUNTERPARTS - This Agreement may be executed in counterparts, each of which so executed shall irrespective of the date of its execution and delivery be deemed an original, and all such counterparts together shall constitute one and the same document.

G. ELECTRONIC AND FACSIMILE SIGNATURES - In the event that the parties hereto utilize electronic or facsimile documents which include signatures, such documents shall be accepted as if they bore original signatures provided that documents bearing ORIGINAL SIGNATURES are provided following transmittal of the electronic or facsimile signature. Documents for recordation by the Clerk Recorder must contain original signatures.

No Obligation Other Than Those Set Forth Herein Will Be Recognized.

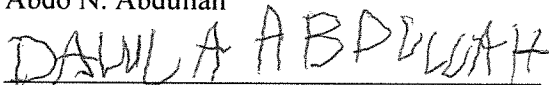
GRANTOR:

Abdo N. Abdullah and Dawla Abdullah, husband and wife, as joint tenants



Abdo N. Abdullah

Date: 7/11/20



Dawla Abdullah

Date: 7/11/20

GRANTOR'S MAILING ADDRESS:

Abdo N. Abdullah and Dawla Abdullah
1585 W. Olive Avenue
Porterville, CA 93257

CITY OF PORTERVILLE

By: _____
Name:
Title:

Date: _____

MAILING ADDRESS OF CITY:

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

Recording requested by:
Hamner, Jewell & Associates
Government Real Estate Services

When recorded, mail to:
City of Porterville
291 N. Main Street
Porterville, CA 93257

Exempt from the \$75 Building and Jobs Act Fee per Gov't Code §27388.1(2)(D) Public Agency
No fee pursuant to Government Code § 6103
No Documentary Transfer Tax per R&T Code § 11922
No Recording Fee per Government Code § 27383

GRANT DEED
(To the City of Porterville)

APN: 259-070-035

For a valuable consideration, receipt of which is hereby acknowledged,

Abdo N. Abdullah and Dawla Abdullah, husband and wife, as joint tenants (hereinafter collectively referred to as "Grantor"),

hereby grants to the

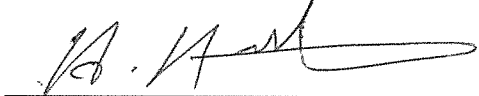
City of Porterville, a municipal corporation (hereinafter referred to as "Grantee"),

in fee the real property in the City of Porterville, County of Tulare, State of California described in Exhibit "A" and depicted in Exhibit "B", attached hereto and incorporated herein.

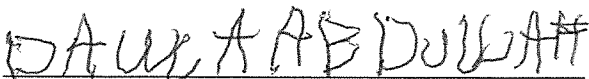
Executed this 11 day of July, 2020.

GRANTOR:

Abdo N. Abdullah and Dawla Abdullah, husband and wife, as joint tenants



Abdo N. Abdullah



Dawla Abdullah

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

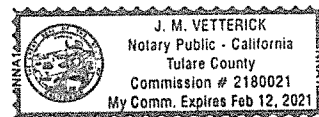
County of Tulare

On 7-11-2020 before me, J. M. Vetterick, Notary Public, Notary Public, personally appeared Abdo N. Abdullah, 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 signatures(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 [Signature] (Seal)



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

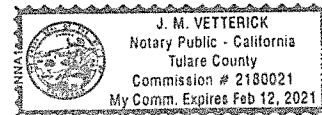
County of Tulare

On 7-11-2020 before me, J. M. Vetterick, Notary Public, Notary Public, personally appeared Dawla Abdullah, 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 signatures(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 [Signature] (Seal)



RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PORTERVILLE ACCEPTING A GRANT DEED IN FEE FOR REAL PROPERTY
FROM ABDO N. ABDULLARH AND DAWLA ABDULLAH, HUSBAND AND WIFE, AS
JOINT TENANTS, FOR ROAD RIGHT OF WAY

BE IT RESOLVED by the City Council of the City of Porterville, that the City of Porterville hereby accepts a Grant Deed in fee for road right of way from Abdo N. Abdullah and Dawla Abdullah, husband and wife, as joint tenants (collectively "Grantor"), for real property, in the City of Porterville, County of Tulare, State of California, to-wit:

See Exhibit "A" and as shown on Exhibit "B" attached hereto and made a part hereof by reference.

BE IT FURTHER RESOLVED that the purchase price of \$3,100 is hereby approved with the City to open escrow account, pay the normal and customary escrow fees, authorize Mayor to sign all necessary documents, and said deed to be recorded in the office of the Tulare County Recorder. The foregoing has been accepted by the City Council for the City of Porterville.

Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By _____
Name:
Title:

Exhibit "A"
LEGAL DESCRIPTION

A portion of Lot 7 of the Riley Subdivision, in the County of Tulare, State of California, according to the map thereof recorded in Book 19 at Page 30 of the Official Records of the County of Tulare, being more particularly described as follows:

BEGINNING AT the Northwest Corner of Section 34, Township 22 South, Range 27 East, Mount Diablo Base and Meridian;

THENCE, along the west line of said Northwest Quarter of said Section 34, South 00° 17'48" West, a distance of 99.18 feet;

THENCE, South 89° 42'12" East, a distance of 40.00 feet to a point on the west lot line of said Lot 7, said point also being the **TRUE POINT OF BEGINNING**;

THENCE, along said west lot line, North 00° 17'48" East, a distance of 19.73 feet to the northwest corner of said Lot 7;

THENCE, along the north line of said Lot 7, North 89° 30' 21" East, a distance of 19.73 feet, to the beginning of a curve concave southeasterly, having a radius of 20.00 feet, a central angle of 89° 12' 33", and an arc length of 31.14 feet;

THENCE, southwesterly along said curve a distance of 31.14 feet, to the point of tangency on said west line of said Lot 7, said point also being the **TRUE POINT OF BEGINNING**.

Containing 83.12 square feet.

END OF DESCRIPTION

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyor's Act.

Signature: *Dee Jasper*
Licensed Land Surveyor (RCE 23042 – Exp 12-31-21)

Date: *April 2, 2020*



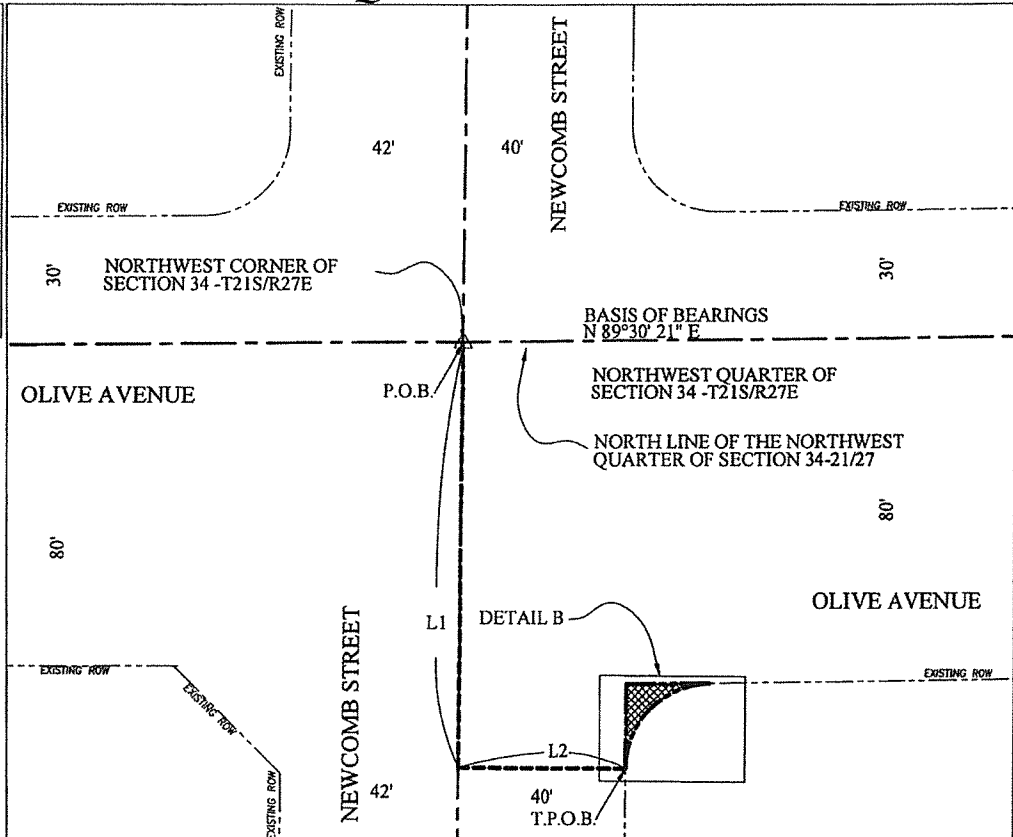
PROPERTY ACQUISITION PLAT

EXHIBIT "B"

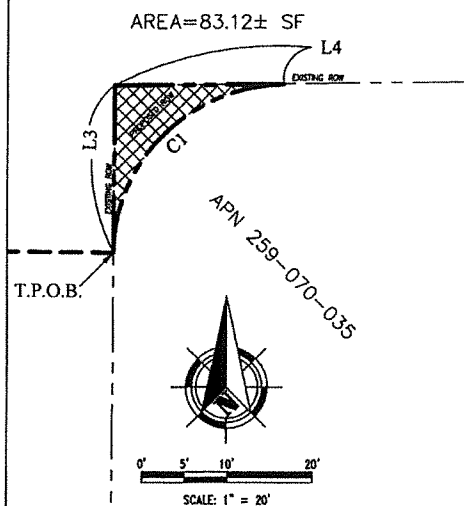
VICINITY MAP
T. 21S, R. 27E M.D.B.&M

SECTION 28	SECTION 27
SECTION 33	SECTION 34

PROPERTY
ACQUISITION



DETAIL B



LINE TABLE

Line #	Length	Bearing
L1	99.18'	S 0° 17' 48" W
L2	40.00'	S 89° 42' 12" E
L3	19.73'	N 0° 17' 48" E
L4	19.73'	N 89° 30' 21" E



PROPERTY
ACQUISITION AREA

CURVE TABLE

Curve #	Length	Radius	Delta	Tangent
C1	31.14'	20.00	89° 12' 33.12"	19.73'

BASIS OF BEARING for the parcel described herein is the north line of the Northwest quarter of Section 34, Township 21 South, Range 27 East, taken as North 89° 30' 21" East, as shown on Record of Survey filed in Book 21 of Licensed Surveys, at page 68 in the Office of the Tulare County Recorder.



SCALE: 1" = 40'

City of Porterville

291 N. MAIN ST.
PORTERVILLE, CA. 93257
559 782-7462

A PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 21 SOUTH, RANGE 27 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA.

OWNERS: ABDO ABDULLAH
1585 W OLIVE AVE.
PORTERVILLE, CA

APN: 259-070-035

ADDRESS: 1585 W OLIVE AVE.

AREA: 83.12± SF NET

DRAWN BY: DC **CHK'K BY:** DJ



CITY COUNCIL AGENDA – AUGUST 4, 2020

SUBJECT: Authorization to Execute Grant Agreement with the Federal Aviation Administration

SOURCE: Finance

COMMENT: In December 2019, the City submitted an application to the Federal Aviation Administration (FAA) under the Airport Improvement Program for federal assistance for the design portion of the rehabilitation of the parallel and connecting taxiways project at the Airport. Based on direction from the FAA and in conformance with the most recent Airport Design Advisory Circular, the project includes the rehabilitation of 5,800 feet of the existing Taxiway A pavement to extend the useful life and the reconfiguration of Taxiways A, B, C, and D from their current airfield location to revise taxiway layout geometry to meet FAA design standards.

On July 23, 2020, the City received communication from FAA of their approval of our application. The total cost of the project design is estimated to be \$159,500 with 90% or \$143,550, to be funded by the FAA grant. The local portion of the project costs, \$15,950 will be funded from the Airport Operating Fund. The City will further pursue funding from the California Department of Transportation of up to 5% of the Federal grant, or \$7,177 which would reduce the City's contribution to \$8,773.

RECOMMENDATION: That The City Council adopt the attached Resolution authorizing the City Manager to execute the grant agreement with the Federal Aviation Administration under the Airport Improvement Program for the Rehabilitation of the Parallel and Connecting Taxiways Project.

ATTACHMENTS: 1. Draft Resolution

Appropriated/Funded:

Review By:

Department Director:

Maria Bemis, Finance Director

Final Approver: John Lollis, City Manager

RESOLUTION NO. _____ - 2020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE AUTHORIZING
THE EXECUTION OF A GRANT AGREEMENT WITH THE FEDERAL AVIATION ADMINISTRATION (FAA)
FOR A GRANT OF FEDERAL FUNDS FOR AIRPORT IMPROVEMENT PROGRAM (AIP)
PROJECT AT PORTERVILLE MUNICIPAL AIRPORT

WHEREAS, grant monies have been allocated by the FAA for the improvement of the Porterville Municipal Airport;

WHEREAS, the FAA has approved the following project: Rehabilitate Taxiway, Shift or Reconfigure Existing Taxiways.

WHEREAS, the FAA offers and agrees to pay ninety (90) percent of the allowable costs incurred in accomplishing the said project, subject to certain terms and conditions;

NOW, THEREFORE, the City Council of the City of Porterville, State of California, does hereby resolve as follows:

1. That the City Council accept the offer of Federal Grant Funds from the Federal Aviation Administration and by such acceptance, agree to comply with all of the terms and conditions in the FAA Offer and Project Application.
2. That the City Council authorize the City Manager, on behalf of the City of Porterville, to sign any documents as may be necessary and required by the FAA for the acceptance of the grant funds.

PASSED, APPROVED, AND ADOPTED this 4th day of August, 2020.

Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By: Patrice Hildreth, Chief Deputy City Clerk



CITY COUNCIL AGENDA – AUGUST 4, 2020

SUBJECT: Authorization to Roll Weed Abatement Balances and Unpaid Utility Accounts to the Property Tax Rolls

SOURCE: Finance

COMMENT: Staff has prepared a draft Resolution for City Council's consideration which will authorize the County Auditor to place uncollected weed abatement charges and unpaid utility accounts on the property tax rolls.

City Code Section 12-3.12 provides for weed abatement balances to be rolled to property taxes for collection. Section 25-8 provides that unpaid water bills may be added to the tax statement for said real property and collected in the same manner as real property taxes. Section 13-14(D) and Section 25-37 of the City Code provide that any unpaid charges for sewer rental or solid waste services, together with interest and penalties, constitutes a lien on the real property involved.

RECOMMENDATION: That the City Council adopt the attached Resolution authorizing the County Auditor to place the weed abatement balances and unpaid utility accounts on the 2020-2021 property tax rolls for collection.

ATTACHMENTS:

1. Draft Resolution_Weed Abatement
2. Exhibit A
3. Exhibit B

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 ORDERING THE PLACEMENT OF SPECIAL ASSESSMENT LIENS
ON THE TULARE COUNTY TAX ROLLS FOR FISCAL YEAR 2020-2021

WHEREAS: The City of Porterville Municipal Code Section 12-3.4, Nuisance and Authority to Abate, sets forth the procedure for all weed, nuisance, and hazard abatements in the City of Porterville, thereafter setting forth the procedure for placement of delinquent assessments on the Tulare County Tax Rolls; and

WHEREAS: The City of Porterville Municipal Code Section 13-14, Garbage and Refuse – Charges for Collection; Time and Manner of Payment, provides that the amount required to be paid, together with interest and penalty, constitutes a lien on all real property; and

WHEREAS: The City of Porterville Municipal Code Section 25-37, Collection of Sewer Rental; Charges to be Lien, provides that any unpaid charge for sewer rental or sewer rental penalties or interest may be placed as a lien on the real property involved; and

WHEREAS: The City of Porterville Municipal Code Section 25-8, Guarantee of Payment of Water Bills by Property Owners, provides that unpaid water bills may be a lien on said property and the amount of said unpaid water bill may be added to the tax statement for said real property and collected in the same manner as real property taxes; and

WHEREAS: The Porterville City Council, having duly received and considered evidence and documentation concerning the delinquent accounts proposed to be placed on the Fiscal Year 2020-2021 County Tax Rolls concerning the necessity for the placement of the contemplated tax liens;

NOW, THEREFORE, BE IT RESOLVED: That the City Council of the City of Porterville does hereby approve and order the submittal of the following liens, attached hereto as Exhibit “A”, and Exhibit “B”, to the Tulare County Auditor for placement on the property tax rolls for collection.

PASSED, APPROVED AND ADOPTED this 4th day of August, 2020.

Martha A. Flores, Mayor

ATTEST:

John D. Lollis, City Clerk

By: _____

Patrice Hildreth, Chief Deputy City Clerk

CITY OF PORTERVILLE
WEED/HAZARD ABATEMENT
FY2020-2021 Tax Roll

Assessee		Parcel Number Address	Assessment Amount
Alberto Carranza account #01-001261	1	243-240-014 1312 W North Grand Ave	\$ 385.00
Alberto Carranza account #01-001261	2	243-270-014 1454 W North Grand Ave	289.00
Rose E Mancilla account #01-001260	3	243-270-028 1490 W North Grand Ave	1,367.00
Kathy Haddon account #01-001254	4	254-120-043 28 N Martin St	17,763.00
Jesus Gradillas account #01-001345	5	259-121-009 187 S Cloverleaf	12,247.00
Dora Gibbs Life Estate account #01-001153	6	260-030-007 620 S Roche St	386.00
Jesus Rosalez account #01-001465	7	260-102-020 246 S Ohio St	3,060.00
Vicente Campos account #01-001462	8	260-182-016 188 S Kessing	30,576.00
Frank Silva account #01-000559	9	260-187-001 347 W Orange Ave	2,374.00
Arthur Stubbs account #01-001464	10	260-241-001 296 S F St	16,891.00
Total amount of assessments			\$ <u><u>85,338.00</u></u>
Total number of assessments			<u><u>10</u></u>

CITY OF PORTERVILLE

UNPAID UTILITIES
FY2020-2021 Tax Roll

Assessee	Property Address	Parcel Number	Assessment Amount
ALBERT LISENBERRY	15338 ROAD 223	240-092-016	\$ 905.00
ROBERT COSTANZO	2441 W MONACHE LN	240-230-019	394.00
CHRISTINE PEREZ	2558 W WESTFIELD AVE	240-290-016	880.00
SCOTT MORELAND	2485 W ROBY AVE	240-300-012	414.00
PAULA TORRES	1944 N BEVERLY ST	243-250-005	382.00
MARIA SANDERS	1877 TOMAH AVE	245-222-012	272.00
ANTHONY HERNANDEZ	2041 TOMAH AVE	245-291-002	1,254.00
LOWELYN BUNGCAO	1913 W JULIEANN AVE	245-493-004	484.00
PAUL HAMPTON	1575 PIONEER AVE	246-040-063	353.00
MARGARITO CERCAS	895 W WESTFIELD AVE	246-200-028	326.00
GRACIELA SALINAS	1311 N VILLA ST	247-022-009	1,035.00
JAGANNATH JOSHI	959 N SCENIC DR	247-140-065	660.00
ANDREW FOUCHT	872 W PUTNAM AVE	251-180-011	315.00
JESUS AGUILAR	349 WESTSIDE ST	251-252-022	205.00
YEZENIA LAYNE	322 N E ST	252-177-011	1,017.00
SERGIO TAPIA	90 N F ST	252-200-004	3,972.00
AARON FREDRICK	25 E GIBSON AVE	253-032-005	352.00
SALVADOR GUTIERREZ	338 N MURRY ST	253-135-001	887.00
GLEN STAILEY	685 E GRAND AVE	253-250-028	250.00
JANET STAILEY	357 N CONNER ST (355-357)	254-140-008	673.00
RUDY PINA	204 S OHIO ST	260-102-001	155.00
FRANCISCO TIRADO	79 S COTTAGE ST	260-122-021	215.00
LISA RATHFELDER	2-4 W OLIVE AVE	261-121-003	3,369.00
GUILLERMINA MENDOZA	969 S WISCONSIN ST	268-080-027	210.00
JESUS ZEPEDA	955 S WISCONSIN ST	268-080-030	664.00
JOHN SHRY	921 S COTTAGE ST	269-010-005	639.00
BRIANNA ESQUIVEL	154 YATES AVE	270-140-003	217.00
Total amount of assessments			<u>\$ 20,499.00</u>
Total number of assessments			<u>27</u>

Note: FY2019-2020 UM balances



CITY COUNCIL AGENDA – AUGUST 4, 2020

SUBJECT: Ratification of Expenditure - Southern California Edison Street Lights for the Henderson Avenue Reconstruction Project (Second Street to Plano Street)

SOURCE: Engineering and Project Management

COMMENT: This project reconstructs Henderson Avenue between Second Street to Plano Street, and includes new paving, curb, gutter, water, storm drain and appurtenances.

As part of the project, Southern California Edison (SCE) will install ten (10) new street lights along Henderson Avenue between Second Street and Plano Street. SCE will provide and maintain the street lights. Underground conduit and hand holes will be installed by the construction contractor. The cost for SCE's installation of the street lights is \$33,756.66.

SCE plans and the invoice are attached for reference purposes.

The funding source for this street lights installation is Local Transportation Funds.

RECOMMENDATION: That City Council:

1. Approve the costs associated with the installation of the street lights; and
2. Authorize the City Engineer to sign the SCE application and issue payment in the amount of \$33,756.66.

ATTACHMENTS:

1. SCE Streetlight Plan
2. Final - SCE Street Light Invoice - Henderson 2nd to Plano

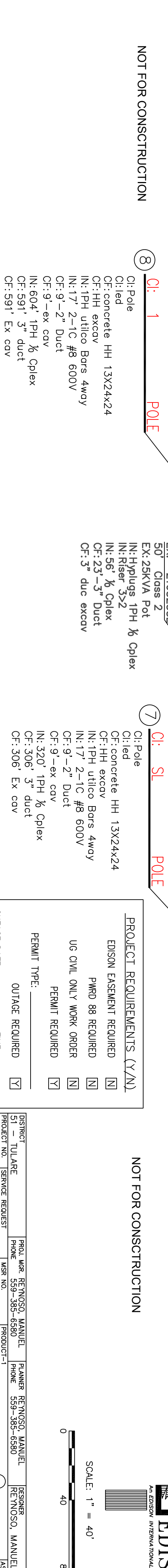
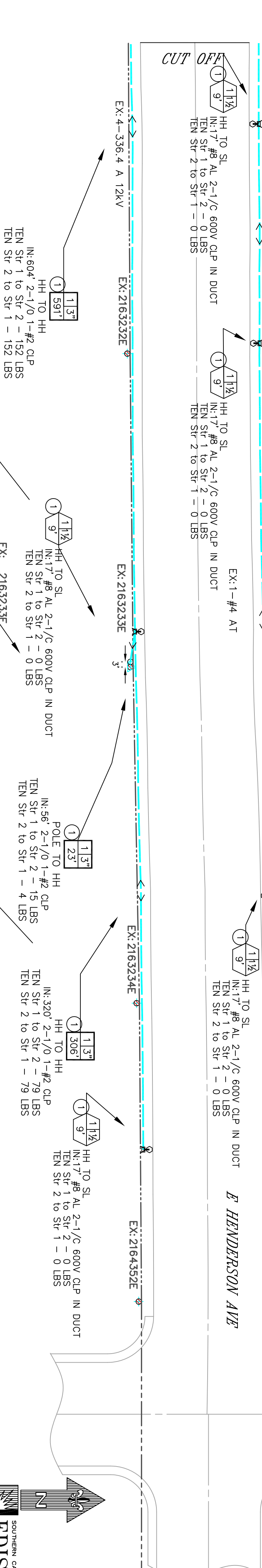
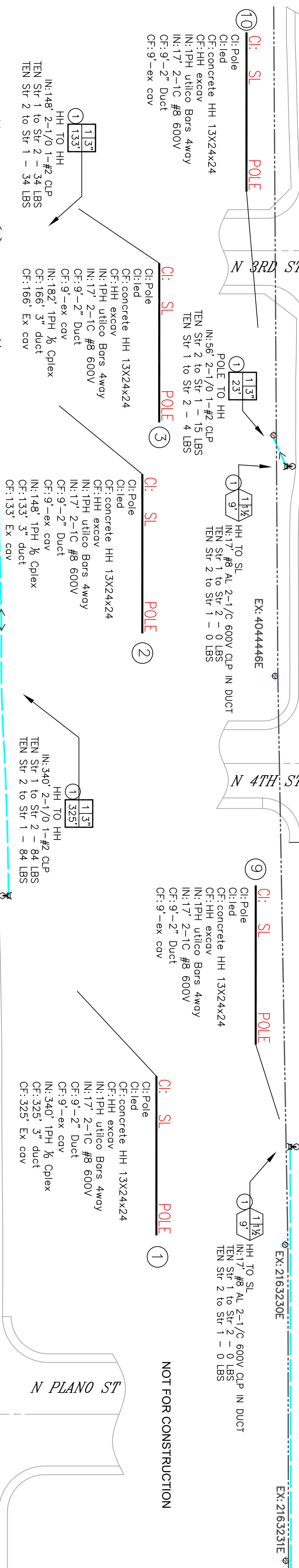
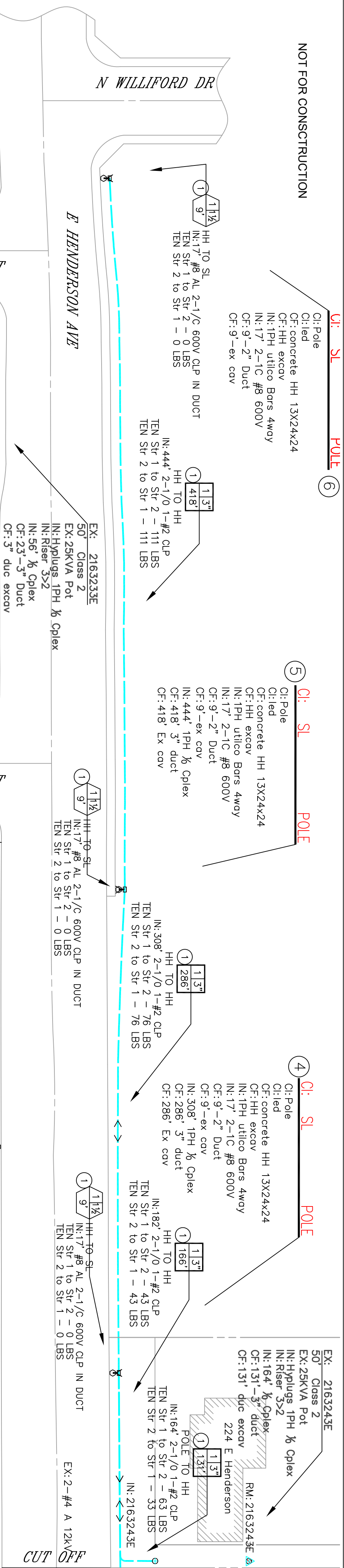
Appropriated/Funded:

Review By:

Department Director:

Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager



DISTRICT	51 - TULARE		PROJ. MGR.	REYNOSO, MANUEL	PLANNER	REYNOSO, MANUEL	DESIGNER	REYNOSO, MANUEL
PROJECT NO.	SERVICE REQUEST		PHONE	559-385-6580		PHONE	559-385-6580	
1955529	12855916		MFR. NO.			1682827-ST LT INSTALLATION		O
CIRCUIT / VOLTAGE				THOMAS GUIDE				
SUB / Pg. NO.			CIRCUIT CODE			PRODUCT-1 PRODUCT-2 16845598--PREVENTIVE MAINT (NEW BUS DRIVEN) PRODUCT-3 1684600--REMOVE IDLE FACILITIES		△
INVENTORY MAP		J.P.A. NO.				Proposed construction (location)		
						XSTR1 PLANO/HENDERSON PORTERVILLE, CA 93257		
TYPE	DATE	APPROVED BY	CHECKED BY	DRAWN BY	PAY #	SHEET	DESIGN/DWGNG. NO.	
						1 OF 1	1260814	-0.01



**SOUTHERN CALIFORNIA
EDISON®**

An EDISON INTERNATIONAL® Company

Southern California Edison Company

291 N MAIN ST

PORTERVILLE CA 93257 3737

Document #	7590313920
Invoice Term:	90 Days
Customer Name:	CITY OF PORTERVILLE
Customer Email:	
Invoice Date:	07/09/2020
SCE Contact:	Manuel Sandoval Reynoso
Telephone:	
Install - Billing Option:	SCE INSTALL
District Address:	2425 SOUTH BLACKSTONE AVENUE TULARE CA 93274

Description		Amount
Service Request Number	2855916 Project Descriptio	TDI682827 - ST LIGHT INSTALL, TDI684598 - PREV MAINT NB DRIVEN,
Project Location:	XSTRT PLANO/HENDERSON PORTERVILLE CA 93257	
Design #:	1260814 Design Description	
Product #:	1682827 - ST LT INSTALLATION	Invoice #: 398295
LABOR: This amount represents the total SCE labor required to complete the work request. All applicable labor related overheads are included in the total SCE labor amount.fsdas		\$0.00
MATERIAL: This amount represents the total SCE material required to complete the work request. All applicable material related overheads are also included in the total SCE material amount.		\$0.00
OTHER: This amount represents the total SCE other costs required to complete the work request. In most cases, this other amount will consist of all additional requirements needed for completing the work request. This other amount typically consists of items such as Advance Energy Charge, SCE contractor work, rights check, and permits.		\$21,419.20
TOTAL LABOR, MATERIAL, OTHER:		\$21,419.20
CREDITS: This amount represents the total SCE credits required to complete the work request.		\$0.00
TOTAL CREDITS:		\$0.00
NET CONSTRUCTION BILLING:		\$21,419.20
TAX:	1. ITCC on Applicant Furnished	Tax Base (Taxable Amount): \$29,986.88
		Tax Rate: 24.00%
		Tax Amount: \$7,196.85
	2. ITCC on Net Construction (Less Non Taxable Amount)	Tax Base (Taxable Amount): \$21,419.20
		Tax Rate: 24.00%
		Tax Amount: \$5,140.61
TOTAL TAX:		\$12,337.46
DEPOSITS:		
Preliminary Design & Engineering Advance		\$0.00
Previous Payment		\$0.00
TOTAL DEPOSITS:		\$0.00
COMMENTS:		
* Enclosed are two copies of your invoice. Please return one copy of the invoice with your payment to Accounts Receivable in the enclosed return-addressed envelope. The other copy of the invoice is for your records.		
* ALL PRICES ARE APPLICABLE FOR A PERIOD OF 90 DAYS FROM THIS DATE AND ARE SUBJECT TO CHANGE THEREAFTER.		
* All payments must be delivered by mail, an alternate postal method, or one of our electronic payment options. Walk-in payments are no longer accepted at any SCE location, including Accounts Receivable.		
* Please complete all applications and/or contracts and return to your planning office, using the enclosed return-addressed envelope.		
* If a street light work order is associated with this project, contracts for that project will be enclosed.		
TOTAL PROJECT INVOICE AMOUNT:		\$ 33,756.66



An EDISON INTERNATIONAL[®] Company

Southern California Edison Company

291 N MAIN ST
PORTERVILLE CA 93257 3737

Document #	7590313920
Invoice Term:	90 Days
Customer Name:	CITY OF PORTERVILLE
Customer Email:	
Invoice Date:	07/09/2020
SCE Contact:	Manuel Sandoval Reynoso
Telephone:	
Install - Billing Option:	SCE INSTALL
District Address:	2425 SOUTH BLACKSTONE AVENUE TULARE CA 93274

COMMENTS CONTINUED:

- * Call the Edison company at 1-800-655-4555 to make application for electrical service.
- * An Edison Inspector must approve all underground systems. Please call your designated inspector 48 hours prior to construction to schedule an inspection.
- * By paying this invoice, customer acknowledges and agrees that if this project is canceled by customer for any reason or customer does not proceed with the project completion.
- * Any expense incurred by SCE, including, but not limited to, expenses related to engineering, inspection and construction, prior to the project cancellation or completion will be deducted from any applicable refund due to the customer.

ADDITIONAL PAYMENT INSTRUCTIONS:

If paying by check, please follow instructions on payment stub

Instructions for wire or ACH payments:

JP Morgan Chase Bank
New York, NY
ABA#: 021000021 - Acct#: 323-394434
SCE Taxpayer ID No. 95-1240335
SCE Contact: Manuel Sandoval Reynoso
Document #: 7590313920

***** Failure to properly identify your document number and SCE contact may
delay the application of funds and initiation of your project**

Special Instructions for overnight delivery methods:

Southern California Edison
Attn: Accounts Receivable
8631 Rush Street G-53
Rosemead, CA 91770

Please detach and return payment stub with payment

**Payment
Stub**

Please pay total amount now due:  **\$33,756.66**

Document # 7590313920

CITY OF PORTERVILLE

291 N MAIN ST
PORTERVILLE CA 93257 3737

Thank you for paying promptly
Make check payable to Southern California Edison

ATTN: Accounts Receivable
PO Box 800
Rosemead, CA 91771-001



CITY COUNCIL AGENDA – AUGUST 4, 2020

SUBJECT: Permanent Local Housing Allocation Resolution

SOURCE: Community Development

COMMENT: On July 21, 2020, the City Council conducted a Public Hearing and adopted the Permanent Local Housing Allocation (PLHA) Five-Year Plan and adopted Resolution 65-2020 in support of the City of Porterville submitting an application to the State of California, Department of Housing and Community Development (HCD) for funding under the PLHA Program. There were no comments from the public, neither in person nor through electronic communication.

As directed, staff submitted the PLHA application by the required deadline outlined in the notice of funding availability (NOFA). During the process of submitting for the PLHA application, HCD requested that the City of Porterville amend the adopted Resolution to state if comments were received during the Public Hearing and attach the PLHA Five-Year plan as an exhibit to the Resolution. Several jurisdictions lacked the aforementioned information as the sample resolution provided with the NOFA by HCD did not include the language being required for approval. In response, HCD provided for an additional thirty (30) days after the submission of an application for jurisdictions to provide the amended resolution.

RECOMMENDATION: That the City Council adopt the draft Resolution repealing and replacing Resolution 65-2020, in support of the submission of an application to the State of California, Department of Housing and Community Development Permanent Local Housing Allocation Program.

ATTACHMENTS: 1. Draft Resolution

Appropriated/Funded:

Review By:

Department Director:

Jenni Byers, Community Development Director

Final Approver: John Lollis, City Manager

RESOLUTION NO. ____-2020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
REPEALING AND REPLACING RESOLUTION 65-2020, CONTAINING FINDINGS IN
SUPPORT OF SUBMITTING AN APPLICATION TO THE STATE OF CALIFORNIA,
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

The City Council of the City of Porterville, a municipality (“Applicant”) hereby consents to, adopts, and ratifies the following resolution:

WHEREAS, the City Council of the City of Porterville, at its regular scheduled meeting of July 21, 2020, conducted a public hearing to receive comments and to consider submitting an application to the State of California, Department of Housing and Community Development (HCD) for funding under the Permanent Local Housing Allocation (PLHA) Program; and

WHEREAS, Council opened the public hearing at 7:23 p.m. to receive testimony. There were no comments from the public either in person nor through the emails of ecdev@ci.porterville.ca.us or councilmeetingcomments@ci.porterville.ca.us. Council closed the public hearing at 7:24 p.m.; and

WHEREAS, after council adopted Resolution 65-2020, staff received notification from HCD that the resolution lacked two key components. Due to this oversight, it is recommended that resolution be repealed and replaced with the required information; and

WHEREAS, the State of California (the “State”), Department of Housing and Community Development (“Department”) is authorized to provide up to \$195 million to Cities and Counties for assistance under Senate Bill 2 Permanent Local Housing Allocation Program Entitlement Jurisdiction Component from the Building Homes and Jobs Trust Fund (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 (SB 2))); and

WHEREAS, the Department issued Permanent Local Housing Allocation Final Guidelines (“PLHA Program Guidelines”) in October 2019; and

WHEREAS, the Department issued a Notice of Funding Availability (“NOFA”) dated 02/26/2020 under the Permanent Local Housing Allocation (“PLHA”); and

WHEREAS, Applicant is a City or County eligible to submit an application for and administer Permanent Local Housing Allocation Funds; and

WHEREAS, the Department may approve funding allocations for the PLHA Program, subject to the terms and conditions of the PLHA Program Guidelines, NOFA, Program requirements, the Standard Agreement, and other contracts between the Department and PLHA grant recipients;

WHEREAS, after council adopted Resolution 65-2020, staff received notification from HCD that the resolution required additional information. It is recommended that the resolution be repealed and replaced with the required information; and

NOW, THEREFORE, BE IT RESOLVED: That the Porterville City Council does hereby approve and adopt the 5 Year Permanent Local Housing Allocation Plan as provided in Exhibit "A" and authorize staff to submit an application with the following parameters and:

1. If Applicant receives a grant of PLHA funds from the Department pursuant to the above referenced PLHA NOFA, it represents and certifies that it will use all such funds in a manner consistent and in compliance with all applicable state and federal statutes, rules, regulations, and laws, including without limitation all rules and laws regarding the PLHA Program, as well as any and all contracts Applicant may have with the Department.
2. Applicant is hereby authorized and directed to receive a PLHA grant, in an amount not to exceed the five-year estimate of the PLHA formula allocations, as stated in Appendix C of the current NOFA \$2,056,524 in accordance with all applicable rules and laws.
3. Applicant hereby agrees to use the PLHA funds only for Eligible Activities as approved by the Department and in accordance with all Program requirements, PLHA Program Guidelines, other rules and laws, as well as in a manner consistent and in compliance with the Standard Agreement, its Application, and other contracts between the Applicant and the Department.
4. Applicant shall be subject to the terms and conditions as specified in the Standard Agreement, the PLHA Program Guidelines, and any other applicable SB 2 guidelines published by the Department.
5. The Mayor or her/his designee, is authorized to execute the PLHA Program Application, the PLHA Standard Agreement and any subsequent amendments or modifications thereto, as well as any other documents which are related to the Program or the PLHA grant awarded to Applicant, as the Department may deem appropriate.

BE IT FURTHER RESOLVED That this resolution be effective July 21, 2020.

PASSED, APPROVED AND ADOPTED this 4th day of August, 2020.

By: _____
Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk

EXHIBIT A

City of Porterville Permanent Local Housing Allocation Program Five-Year 2019-2023 Plan DRAFT

§302(c)(4) Plan

Introduction: In 2017, Senate Bill 2 (the Building Homes and Jobs Act) created the Permanent Local Housing Allocation (PLHA) program. The California Department of Housing and Community Development (HCD) announced the availability of approximately \$195 million in funding for the PLHA program Entitlement and Non-entitlement Local government formula component Notice of Funding Availability (NOFA). This NOFA is funded from moneys deposited in the Building Homes and Jobs Trust Fund (Fund) in calendar year 2019.

Funding for this NOFA is provided pursuant to Senate Bill (SB) 2 (Chapter 364, Statutes of 2017). SB 2 established the Fund and authorizes the Department to allocate 70 percent of moneys collected and deposited in the Fund, beginning in calendar year 2019, to Local governments for eligible housing and homelessness activities. The intent of the bill is to provide a permanent, ongoing source of funding to Local governments for housing-related projects and programs that assist in addressing the unmet housing needs of their local communities.

Purpose: The City of Porterville is considered an Entitlement Local government, and is eligible for a 2019 formula allocation of PLHA funds in the amount of \$342,754. The approximate PLHA five-year formula allocation amount is \$2,056,524. PLHA funds must be used to carry out one or more of the eligible activities listed below:

1. The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is affordable to extremely low-, very low-, low-, or moderate-income households, including necessary Operating subsidies.
2. The predevelopment, development, acquisition, rehabilitation, and preservation of Affordable rental and ownership housing, including Accessory Dwelling Units (ADUs), that meets the needs of a growing workforce earning up to 120 percent of Area Median Income (AMI), or 150 percent of AMI in High-cost areas. ADUs shall be available for occupancy for a term of no less than 30 days. See Appendix B for a list of High-cost areas in California.
3. Matching portions of funds placed into Local or Regional Housing Trust Funds.
4. Matching portions of funds available through the Low- and Moderate- Item No. 17. Income Housing Asset Fund pursuant to subdivision (d) of HSC Section 34176.
5. Capitalized Reserves for Services connected to the preservation and creation of new Permanent supportive housing.
6. Assisting persons who are experiencing or At risk of homelessness, including, but not limited to, providing rapid rehousing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and

capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.

7. Accessibility modifications in Lower-income Owner-occupied housing.
8. Efforts to acquire and rehabilitate foreclosed or vacant homes and apartments.
9. Homeownership opportunities, including, but not limited to, down payment assistance.
10. Fiscal incentives made by a county to a city within the county to incentivize approval of one or more Affordable housing projects, or matching funds invested by a county in an Affordable housing development project in a city within the county, provided that the city has made an equal or greater investment in the project. The county fiscal incentives shall be in the form of a grant or low-interest loan to an Affordable housing project. Matching funds investments by both the county and the city also shall be a grant or low-interest deferred loan to the Affordable housing project.

Requirements: In order to participate in the formula allocation, the City of Porterville is required to develop a five-year plan detailing the manner in which allocated funds will be used for eligible activities.

Plan: With City Council and the community's input, it is recommended that the City of Porterville utilize the funds in the following manner:

I. §302(c)(4)(A) Describe the manner in which allocated funds will be used for eligible activities.

- A. The City of Porterville plans to use PLHA funds for three (3) priorities, distributed over six (6) possible activities that assist persons who are experiencing homelessness or at risk of homelessness. *§301(a)(6) Assisting persons who are experiencing or At-risk of homelessness, including, but not limited to, providing rapid re-housing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.*
- B. The City of Porterville Plans on opening an RFP to allow agencies to apply for funding. There are three priorities identified (not listed in order of priority, numbering is only for identification purposes):
 1. Provide operating costs for navigation centers
 2. Provide operating costs for emergency shelters and/or bridge housing programs.
 3. Support Permanent Housing Programs:
 - a. Provide operating costs for permanent supportive housing programs.

- b. Provide rapid-rehousing rental assistance & operating costs for RRH programs
- c. Establish a flexible fund program to cover expenses that other funding sources do not cover and are barriers to obtaining housing once a housing unit is located, i.e. arrearages, utility deposits, rent deposits.
- d. Provide Operating costs for Rapid-Rehousing Rental assistance program and Rental Assistance for those experiencing homelessness.

II. §302(c)(4)(B) Provide a description of the way the Local government will prioritize investments that increase the supply of housing for households with incomes at or below 60 percent of Area Median Income (AMI).

- A. The City of Porterville will continue to prioritize investments that increase the supply of affordable housing for households under 60% AMI with PLHA funds. People experiencing homelessness, who are currently served by KTHA programs are typically under 30% Area Median Income (AMI); therefore, all the proposed priorities will serve households under 60% AMI.

III. §302(c)(4)(C) Provide a description of how the Plan is consistent with the programs set forth in the Local government's Housing Element.

- A. The City permits social service facilities, including emergency shelters, in the RM-3, CMX, D-MX, DRM-2, and DRM-3 zoning districts via a conditional use permit. Further, social service facilities are allowed by right in the CR and CG zone districts.
- B. The City permits transitional and supportive housing in all zoning districts that allow residential uses, subject only to the restrictions that would apply to a residential use of the same type. Section 301.22 of the City's Development Ordinance clarifies this accommodation.
- C. Housing Element Goals consistent with the PLHA program priorities.
 - 1. Goal 2: Expand the City's low- and moderate-income housing opportunities.
 - Policy 2.5 - The City will pursue local, state, and federal funding assistance that is appropriate to Porterville's needs to expand affordable housing opportunities for low- and moderate-income households
 - 2. Goal 3: Address the housing needs of special populations, including seniors, female-headed households, persons with disabilities, first-time homebuyers, large families, and homeless individuals and families.

- Policy 3.1 - The City will maintain an adequate supply of appropriately designated land for special needs housing, including seniors, disabled persons, large households, farmworkers, the homeless, and transitional persons.
- Policy 3.2 - The City will encourage the development and rehabilitation of housing that is accessible to persons with disabilities.
- Policy 3.3 - The City will pursue land use policies that allow small residential developments and individual housing units meeting special needs to be integrated into existing neighborhoods and new residential developments.
- Policy 3.4 - The City will work with surrounding jurisdictions to address the needs of transient homeless persons on a regional basis.
- Policy 3.5 - Continue to participate in the Kings/Tulare County Continuum of Care (“the Alliance”) and work with adjacent jurisdictions to develop additional shelter opportunities.

IV. Activities Detail (Activities Detail (Must Make a Selection on Formula Allocation Application worksheet under Eligible Activities, §301))

§301(a)(6) Assisting persons who are experiencing or At risk of homelessness, including, but not limited to, providing rapid rehousing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.

V. §302(c)(4)(E)(i) Provide a description of how allocated funds will be used for the proposed Activity.

A. *Priority 1: Navigation Center:*

1. Operating costs for a Navigation Center: PLHA funds would be used for operation costs associated with a new or existing Navigation Center. The Navigation Center would serve as a central location for people who are experiencing homelessness to connect to services to help them obtain housing or overcome barriers in obtaining housing.

B. *Priority 2: Emergency Shelter*

1. Operating costs for an Emergency Shelter: PLHA funds would be used for operating costs needed to run an emergency shelter. This will assist in ensuring that low barrier beds for people who have been identified by the local Continuum of Care on Homelessness, the Kings/Tulare Homeless Alliance (KTHA) continue to be available. KTHA currently uses a

vulnerability index to prioritize housing for people experiencing homelessness. Additionally, using a coordinated entry system, KTHA, is able to make referrals from one database, in order to have a streamlined application and referral system between agencies who serve people experiencing homelessness.

C. *Priority 3: Permanent Housing:*

1. The City would consider Operating costs for a bridge housing beds, leading to permanent housing: The City plans on working with eligible non-profits who provide bridge housing programs to help cover some gaps in operational financing, allowing them to continue providing housing to program participants that are currently working on permanent housing solutions.
2. The City would consider Operating costs for Permanent Supportive Housing (PSH) Programs: The City plans on working with eligible non-profits and/or affordable housing developers who provide services to existing PSH programs to help cover some gaps in operational financing/or provide required match for funding, allowing them to continue providing housing to program participants that are currently receiving PSH housing vouchers. This would include increasing the percentage of PLHA funds in years 4 and 5 to include operating expenses for Multi-family housing with units dedicated to people experiencing homelessness. This will assist in ensuring that PSH units created for people experiencing homelessness, have the necessary case management to provide PSH units with a connection to supportive services.
3. The City would consider creating a local flexible spending account to address needs that are not typically funded by other grants that assist people experiencing homelessness in obtaining housing. Examples of these include eligible expenses under the State CESH program i.e. security deposits, utility deposits, utility arrearages and other cost barriers that applicants have in securing permanent housing.
4. The City would consider Rapid-Rehousing Rental assistance for those experiencing homelessness: PLHA funds would be used for operations and rental assistance for a rapid rehousing program to assist in filling a service gap in the Porterville community. Many HUD funded programs that house people experiencing homelessness have restrictions to who can be served i.e. must have a disabling condition. However, that creates a barrier because a person may have a disabling condition, and has not been able to obtain the correct documentation to provide that proof, therefore they are not able to “qualify” for PSH housing vouchers. This program would close that gap, because a person could be housed with PLHA Rapid Rehousing funds; once

housed they would get assistance to obtain the proper documentation to be eligible for a PSH voucher.

Complete the table below for each proposed Activity to be funded with 2019-2023 PLHA allocations. If a single Activity will be assisting households at more than one level of Area Median Income, please list the Activity as many times as needed to capture all of the AMI levels that will be assisted, but only show the percentage of annual funding allocated to the Activity one time (to avoid double counting).

Funding Allocation Year	2019	2019	2019	2020	2020	2020	2021	2021	2021	2022	2022	2022	2023	2023	
Type of Activity for Persons Experiencing or At Risk of Homelessness	Emergency Shelters	Navigation Centers	Permanent	Emergency Shelters	Navigation Centers	Permanent	Emergency Shelters	Navigation Centers	Permanent	Emergency Shelters	Navigation Centers	Permanent	Emergency Shelters	Permanent	
§302(c)(4)(E)(i) Percentage of Funds Allocated for the Proposed Activity	20%	25%	50%	20%	25%	50%	20%	25%	50%	20%	25%	50%	50%	50%	
§302(c)(4)(E)(ii) Area Median Income Level Served	60%	60%	60%	60%	60%	60%	60%	60%	60%	60%	60%	60%	60%	60%	TOTAL
§302(c)(4)(E)(ii) Unmet share of the RHNA at AMI Level	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	0
§302(c)(4)(E)(ii) Projected Number of Households Served	5	15	10	5	15	10	5	15	10	5	15	20	10	20	160
§302(c)(4)(E)(iv) Period of Affordability for the Proposed Activity (55 years required for rental housing projects)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	

VI. §302(c)(4)(E)(iii) A description of major steps/actions and a proposed schedule for the implementation and completion of the Activity.

Within 6 months after award is received:

- Create, publish and award and RFP offering an opportunity to fund an eligible entity to apply for PLHA funds to be used on one or more of the priorities identified in the plan.
- Enter into agreement (s) to execute each program

Monthly:

- Monitor progress
- Obtain monthly accomplishment data from subrecipients

Yearly:

- Complete yearly accomplishment report
- Apply for subsequent year funding to execute 5 year Plan



CITY COUNCIL AGENDA – AUGUST 4, 2020

SUBJECT: Preliminary Financial Status Reports - Fiscal Year 2019-2020

SOURCE: Finance

COMMENT: The City Charter requires financial status reports to be provided to City Council on a monthly basis. Council Minute Order No. 10-011607 approved the recommended change in submittal of the interim financial status reports and established the requirements and parameters in the presentation of the reports.

In accordance with Council Minute Order No. 10-011607, the preliminary financial status reports for the year ended June 30, 2020, are submitted. These reports are preliminary as accruals of both revenues and expenditures for the fiscal year just ended are still being processed.

RECOMMENDATION: That the City Council accept the preliminary financial status reports as presented.

ATTACHMENTS: 1. Preliminary Financial Reports: June 30, 2020

Appropriated/Funded:

Review By:

Department Director:

Maria Bemis, Finance Director

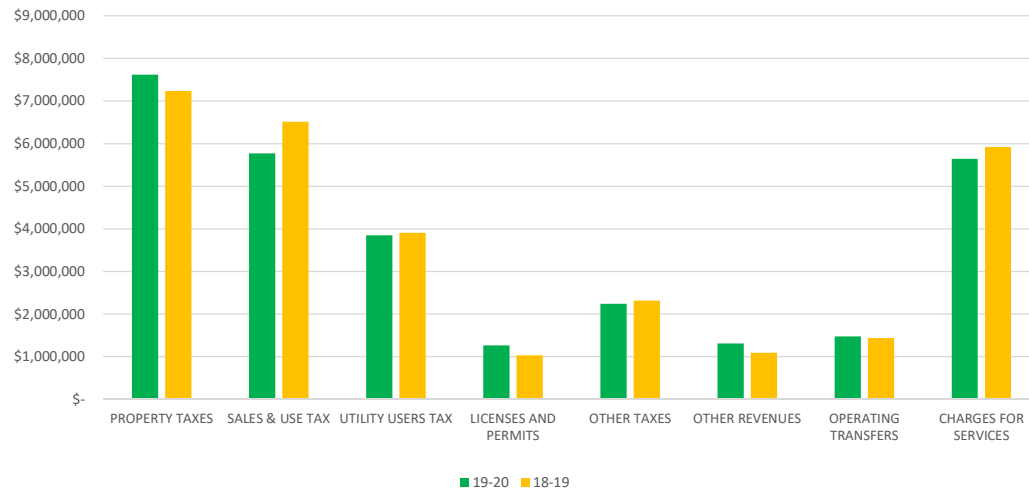
Final Approver: John Lollis, City Manager

CITY OF PORTERVILLE
REVENUE STATUS REPORT - GENERAL FUND
FOR THE YEARS ENDED
JUNE 30, 2020 AND JUNE 30, 2019
PRELIMINARY

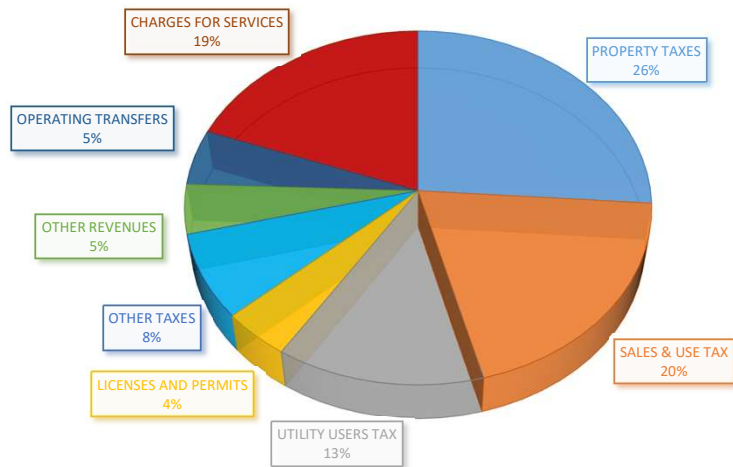
REVENUE SOURCE	2019-2020 ESTIMATED REVENUE	2019-2020 YEAR-TO-DATE REVENUE	% OF ESTIMATE	2018-2019 ESTIMATED REVENUE	2018-2019 YEAR-TO-DATE REVENUE	% OF ESTIMATE
PROPERTY TAXES	\$ 7,220,000	\$ 7,622,515	105.57%	\$ 6,889,846	\$ 7,239,542	105.08%
OTHER TAXES:						
SALES AND USE TAX	6,322,477	5,508,808	87.13%	5,998,601	6,256,098	104.29%
UTILITY USERS TAX	4,350,000	3,849,511	88.49%	4,125,000	3,911,568	94.83%
TRANSIENT OCCUPANCY TAX	550,000	503,848	91.61%	620,000	539,233	86.97%
PROPERTY TRANSFER TAX	85,000	86,030	101.21%	85,000	91,044	107.11%
FRANCHISE TAX	1,631,134	1,580,047	96.87%	1,611,134	1,630,365	101.19%
SALES TAX - PUBLIC SAFETY	220,000	260,256	118.30%	220,000	260,632	118.47%
LICENSES AND PERMITS:						
BUSINESS AND OTHER LICENSES	492,500	520,604	105.71%	481,800	489,008	101.50%
CONSTRUCTION PERMITS	480,000	747,557	155.74%	440,000	546,239	124.15%
REVENUE FROM AGENCIES-TAXES:						
VEHICLE LICENSE FEES	29,000	47,693	164.46%	32,000	29,183	91.20%
OTHER TAXES	25,000	24,013	96.05%	25,000	24,480	97.92%
REVENUE FROM AGENCIES-GRANTS	167,567	256,094	152.83%	172,741	224,223	129.80%
USE OF MONEY AND PROPERTY	443,000	681,161	153.76%	405,800	543,090	133.83%
FINES AND FORFEITURES	32,000	30,080	94.00%	34,000	21,673	63.74%
CHARGES FOR SERVICES:						
PLANNING AND ENGINEERING	115,000	202,912	176.45%	129,000	139,996	108.52%
POLICE	560,000	445,627	79.58%	519,000	488,754	94.17%
FIRE	50,000	18,740	37.48%	45,000	94,144	209.21%
LIBRARY	40,000	18,754	46.89%	40,000	36,834	92.09%
RECREATIONAL	2,763,800	2,537,008	91.79%	2,738,739	2,791,571	101.93%
INTERDEPARTMENTAL	2,450,000	2,357,219	96.21%	2,400,000	2,297,249	95.72%
OTHER	61,272	67,609	110.34%	41,272	71,788	173.94%
OTHER REVENUES	80,200	347,799	433.67%	80,200	304,542	379.73%
SUBTOTALS	\$ 28,167,950	\$ 27,713,886	98.39%	\$ 27,134,133	\$ 28,031,257	103.31%
OPERATING TRANSFERS	1,221,362	1,132,145	92.70%	1,230,625	1,219,317	99.08%
DEBT SERVICE TRANSFERS	199,134	171,446	86.10%	199,250	223,058	111.95%
TOTALS	\$ 29,588,446	\$ 29,017,476	98.07%	\$ 28,564,008	\$ 29,473,633	103.18%

INSURANCE PROCEEDS - LIBRARY (RESTRICTED)	\$ 2,252,279
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City of Porterville
General Fund Revenues
Years Ended June 30, 2020 and June 30, 2019



City of Porterville
General Fund Revenues
Year Ended June 30, 2020

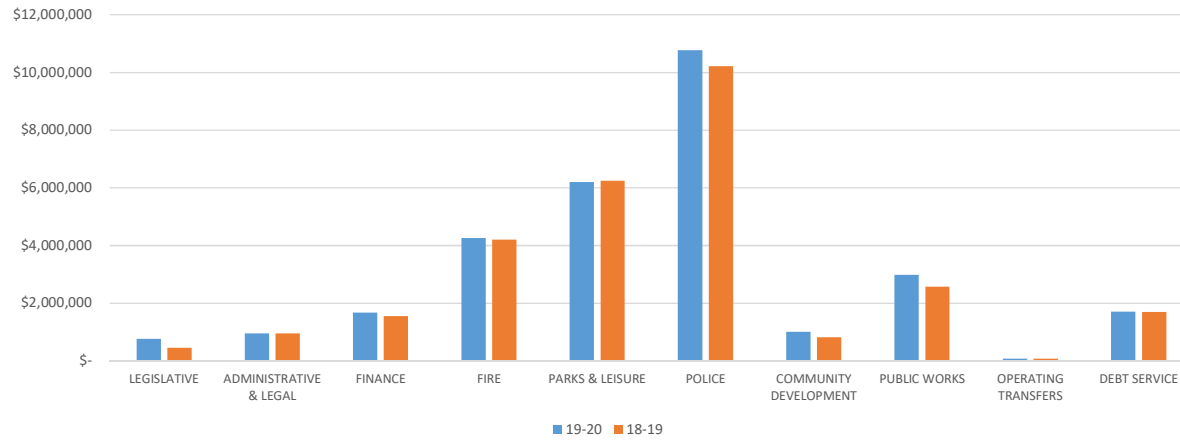


CITY OF PORTERVILLE

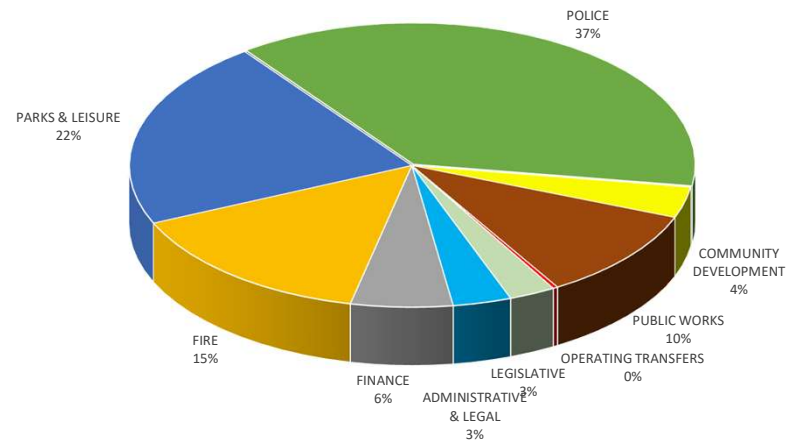
**EXPENDITURE STATUS REPORT - GENERAL FUND
FOR THE YEARS ENDED
JUNE 30, 2020 AND JUNE 30, 2019
PRELIMINARY**

	2019-2020 AMENDED APPROP	2019-2020 YEAR-TO-DATE EXPEND	% OF APPROP	2018-2019 AMENDED APPROP	2018-2019 YEAR-TO-DATE EXPEND	% OF APPROP
LEGISLATIVE:						
CITY COUNCIL	\$ 222,917	\$ 173,023	77.6%	\$ 252,917	\$ 264,094	104.4%
COMMUNITY PROMOTION	265,339	204,175	76.9%	236,653	194,238	82.1%
EMERGENCY - LIBRARY	-	247,721	-	-	-	-
EMERGENCY - COVID 19	-	137,749	-	-	-	-
ADMINISTRATIVE & LEGAL:						
CITY MANAGER	320,596	311,584	97.2%	318,526	278,001	87.3%
CITY CLERK	216,969	168,123	77.5%	190,463	174,161	91.4%
HUMAN RESOURCES	318,459	350,822	110.2%	308,614	343,333	111.3%
CITY ATTORNEY	225,000	128,748	57.2%	225,000	161,136	71.6%
FINANCE:						
FINANCE & ACCOUNTING	893,354	915,472	102.5%	902,024	866,496	96.1%
INFORMATION SERVICES	490,049	471,097	96.1%	472,829	397,782	84.1%
ADMINISTRATIVE SERVICES	351,382	286,926	81.7%	348,497	295,513	84.8%
POLICE PROTECTION	11,019,642	10,776,142	97.8%	10,498,068	10,221,462	97.4%
FIRE PROTECTION	4,337,124	4,260,839	98.2%	4,408,354	4,202,432	95.3%
COMMUNITY DEVELOPMENT:						
PLANNING & ZONING	694,506	583,173	84.0%	643,169	535,618	83.3%
ECONOMIC DEVELOPMENT	473,329	432,546	91.4%	385,874	283,032	73.3%
PUBLIC WORKS:						
ENGINEERING & BUILDING	1,208,650	1,459,382	120.7%	1,161,034	1,163,590	100.2%
STREET MAINTENANCE	492,623	555,841	112.8%	482,842	493,688	102.2%
SIGNALS, SIGNING & STRIPING	386,891	328,110	84.8%	384,414	265,317	69.0%
STREET LIGHTING	507,773	512,564	100.9%	507,517	506,581	99.8%
STORM DRAINS	89,693	82,570	92.1%	83,818	96,248	114.8%
PARKING LOTS	56,893	51,900	91.2%	47,381	56,200	118.6%
PARKS & LEISURE:						
PARK MAINTENANCE & OPERATION	2,111,795	2,125,918	100.7%	1,990,891	2,006,781	100.8%
STREET TREES & PARKWAYS	218,234	265,312	121.6%	232,964	261,371	112.2%
COMMUNITY CENTERS	255,658	142,131	55.6%	224,086	208,064	92.9%
LEISURE SERVICES	314,811	349,738	111.1%	282,955	310,809	109.8%
LEISURE SERVICES - SPECIAL PROG	2,585,888	2,427,170	93.9%	2,524,117	2,502,041	99.1%
SWIMMING POOL	166,525	128,524	77.2%	169,023	163,723	96.9%
LIBRARY OPERATIONS	796,495	735,394	92.3%	781,635	768,172	98.3%
SPECIAL PROJECTS	24,645	21,906	88.9%	24,645	18,936	76.8%
 SUB TOTALS	 29,045,240	 28,634,600	 98.6%	 28,088,310	 27,038,819	 96.3%
 OPERATING TRANSFERS	 79,000	 79,000	 100.0%	 79,000	 79,000	 100.0%
DEBT SERVICE	1,705,953	1,705,953	100.0%	1,723,011	1,702,603	98.8%
	<u>\$ 30,830,193</u>	<u>\$ 30,419,553</u>	98.7%	<u>\$ 29,890,321</u>	<u>\$ 28,820,422</u>	96.4%

City of Porterville
General Fund Expenditures
Years Ended June 30, 2020 and June 30, 2019



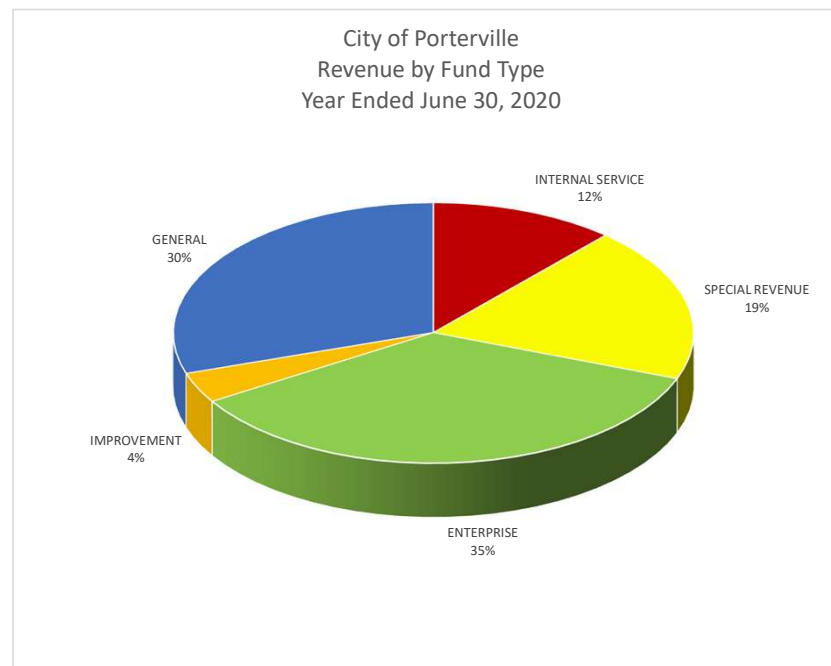
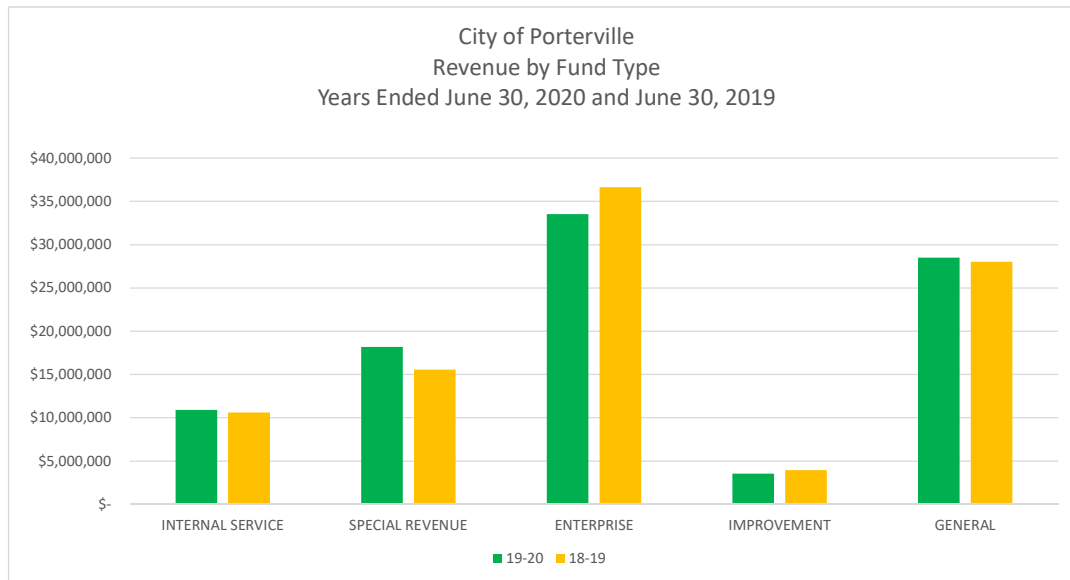
City of Porterville
General Fund Expenditures
Year Ended June 30, 2020



CITY OF PORTERVILLE

**REVENUE STATUS REPORT - ALL OTHER FUNDS
FOR THE YEARS ENDED
JUNE 30, 2020 AND JUNE 30, 2019
PRELIMINARY**

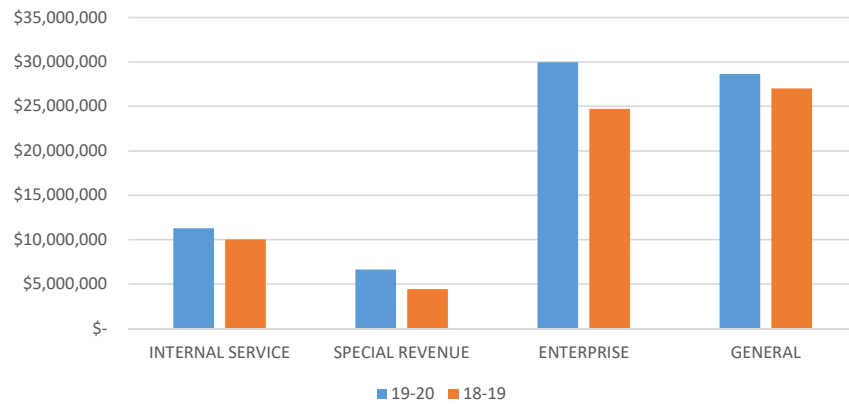
REVENUE SOURCE	2019-2020 ESTIMATED REVENUE	2019-2020 YEAR-TO-DATE REVENUE	% OF ESTIMATE	2018-2019 ESTIMATED REVENUE	2018-2019 YEAR-TO-DATE REVENUE	% OF ESTIMATE
MEASURE H SALES TAX	\$ 3,854,047	\$ 3,518,466	91.3%	\$ 3,719,011	\$ 4,017,431	108.0%
MEASURE I SALES TAX	6,665,239	6,973,057	104.6%	-	1,845,299	-
SPECIAL GAS TAX	3,615,857	3,074,561	85.0%	3,925,439	3,071,721	78.3%
LOCAL TRANSPORTATION FUNDS (LTF)	10,884,126	2,824,126	25.9%	11,239,674	4,790,006	42.6%
TRAFFIC SAFETY FUND	120,400	98,281	81.6%	150,400	103,040	68.5%
ZALUD ESTATE	7,800	6,023	77.2%	7,700	7,462	96.9%
COMMUNITY DEVELOPMENT BLOCK GRANT	834,422	683,314	81.9%	775,500	1,007,080	129.9%
TRANSIT	11,643,953	6,691,923	57.5%	15,452,340	10,116,010	65.5%
SPECIAL SAFETY GRANTS	241,500	200,824	83.2%	291,800	219,661	75.3%
SEWER OPERATING	7,142,596	7,163,876	100.3%	7,148,447	7,191,468	100.6%
REFUSE REMOVAL	6,032,500	6,113,829	101.3%	5,980,000	6,083,870	101.7%
AIRPORT OPERATIONS	1,476,800	1,213,204	82.2%	1,788,900	1,321,718	73.9%
GOLF COURSE	168,500	154,521	91.7%	171,500	160,472	93.6%
WATER OPERATING	12,469,100	12,184,429	97.7%	11,903,750	11,744,043	98.7%
RISK MANAGEMENT	6,821,402	7,177,000	105.2%	6,635,519	6,991,781	105.4%
EQUIPMENT MAINTENANCE	3,608,000	3,738,662	103.6%	3,315,000	3,604,490	108.7%
LANDSCAPE MAINTENANCE DISTRICT	112,540	114,578	101.8%	85,000	112,298	132.1%
WATER REPLACEMENT	21,037,761	1,008,003	4.8%	21,420,524	1,895,593	8.8%
SOLID WASTE RESERVE	1,775,356	964,253	54.3%	2,319,462	1,063,977	45.9%
SEWER REVOLVING	337,084	470,673	139.6%	317,058	406,131	128.1%
TRANSPORTATION DEVELOPMENT	210,000	365,563	174.1%	210,000	197,171	93.9%
PARK DEVELOPMENT	50,050	111,161	222.1%	50,050	66,315	132.5%
TREATMENT PLANT RESERVE	583,792	1,129,006	193.4%	581,248	585,597	100.7%
STORM DRAIN DEVELOPMENT	125,000	246,352	197.1%	120,000	150,923	125.8%
BUILDING CONSTRUCTION	5,000	6,865	137.3%	5,000	12,631	252.6%
TOTALS	\$ 99,822,825	\$ 66,232,550	66.4%	\$ 97,613,322	\$ 66,766,188	68.4%



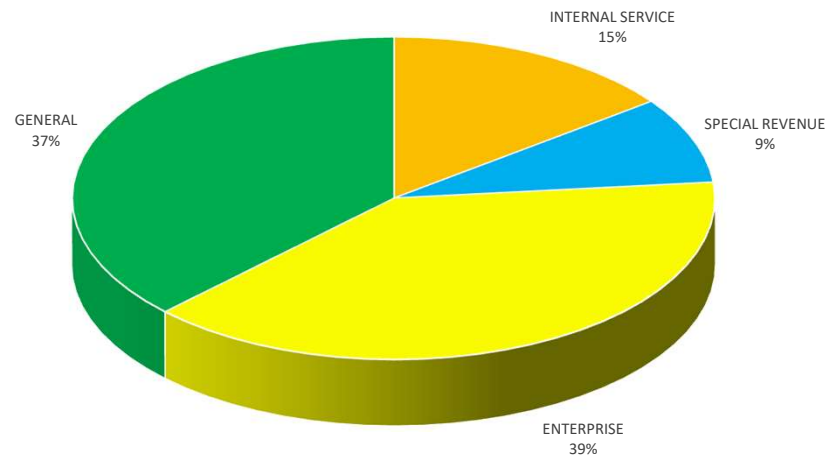
CITY OF PORTERVILLE
EXPENDITURE STATUS REPORT - ALL OTHER FUNDS
FOR THE YEARS ENDED
JUNE 30, 2020 AND JUNE 30, 2019
PRELIMINARY

	2019-2020 AMENDED APPROP	2019-2020 YEAR-TO-DATE EXPEND	% OF APPROP	2018-2019 AMENDED APPROP	2018-2019 YEAR-TO-DATE EXPEND	% OF ACTUAL
MEASURE H SALES TAX	\$ 3,976,351	\$ 3,836,155	96.5%	\$ 3,869,533	\$ 3,759,632	97.2%
MEASURE I SALES TAX	3,022,750	2,236,051	74.0%	-	133,740	-
ZALUD ESTATE	23,955	26,525	110.7%	22,505	24,124	107.2%
COMMUNITY DEVELOPMENT BLOCK GRANT	812,415	184,388	22.7%	734,480	173,004	23.6%
TRANSIT	11,143,953	9,190,889	82.5%	4,011,228	3,987,498	99.4%
SPECIAL SAFETY GRANTS	401,411	220,373	54.9%	351,017	204,610	58.3%
SEWER OPERATING	6,187,428	6,284,225	101.6%	6,411,634	5,812,626	90.7%
REFUSE REMOVAL	6,467,269	6,516,742	100.8%	6,391,645	6,365,953	99.6%
AIRPORT	1,362,868	989,662	72.6%	1,551,236	1,225,734	79.0%
GOLF COURSE	433,299	426,839	98.5%	417,196	442,290	106.0%
WATER OPERATING	7,701,806	6,526,211	84.7%	7,304,698	6,861,696	93.9%
RISK MANAGEMENT	6,317,524	7,401,670	117.2%	6,503,564	6,246,772	96.1%
EQUIPMENT MAINTENANCE	3,661,301	3,886,481	106.2%	3,311,647	3,797,896	114.7%
LANDSCAPE MAINTENANCE DISTRICT	159,471	157,819	99.0%	174,970	159,473	91.1%
TOTALS	\$ <u>51,671,801</u>	\$ <u>47,884,028</u>	92.7%	\$ <u>41,055,353</u>	\$ <u>39,195,049</u>	95.5%

City of Porterville
Expenditures by Fund Type
Years Ended June 30, 2020 and June 30, 2019



City of Porterville
Expenditures by Fund Type
Year Ended June 30, 2020



CITY OF PORTERVILLE
INTERIM PERFORMANCE REPORT - MEASURE H
For the Years Ended June 30, 2020 and June 30, 2019
PRELIMINARY

	<u>FY 2019-20</u>	<u>FY 2018-19</u>
REVENUES		
Sales Tax - Measure H	\$ 3,499,340	3,840,114
Interest	17,343	16,069
Police Services	533	2,625
Contributions	1,250	7,600
Other Revenue	-	151,023
TOTAL REVENUES	<u>3,518,466</u>	<u>4,017,431</u>
EXPENDITURES		
Police Department	1,618,332	1,696,658
Fire Department	1,716,479	1,504,019
Public Safety Station	52,371	38,488
Library & Literacy	448,973	520,467
TOTAL EXPENDITURES	<u>3,836,155</u>	<u>3,759,632</u>
REVENUE OVER/(UNDER) EXPENDITURES	\$ <u><u>(317,688)</u></u>	\$ <u><u>257,800</u></u>

CITY OF PORTERVILLE
INTERIM PERFORMANCE REPORT - MEASURE I
For the Years Ended June 30, 2020 and June 30, 2019

	<u>FY 2019-20</u>	<u>FY 2018-19</u>
REVENUES		
Sales Tax - Measure I	\$ 6,912,717	\$ 1,844,231
Interest	58,416	1,068
Police Services	1,925	-
Contributions	-	-
TOTAL REVENUES	<u>6,973,057</u>	<u>1,845,299</u>
EXPENDITURES		
Police Department	1,666,126	36,583
Fire Department	503,197	64,859
Streets Program	66,728	32,298
TOTAL EXPENDITURES	<u>2,236,051</u>	<u>133,740</u>
REVENUE OVER/(UNDER) EXPENDITURES	<u>\$ 4,737,006</u>	<u>\$ 1,711,560</u>

CITY OF PORTERVILLE
INTERIM PERFORMANCE REPORT - ENTERPRISE FUNDS
For the Years Ended June 30, 2020 and June 30, 2019
PRELIMINARY

<u>FUND</u>	<u>REVENUES</u>	<u>EXPENSES</u>	<u>6/30/2020 NET OPERATING PROFIT (LOSS)</u>	<u>6/30/2019 NET OPERATING PROFIT (LOSS)</u>
Zalud Estate	\$ 6,023	\$ (26,525)	\$ (20,503)	\$ (16,662)
Transit	\$ 6,691,923	\$ (9,190,889)	\$ (2,498,966)	\$ (167,863)
Sewer Operating	\$ 7,163,876	\$ (6,284,225)	\$ 879,651	\$ 1,378,842
Solid Waste	\$ 6,113,829	\$ (6,516,742)	\$ (402,912)	\$ (282,083)
Airport	\$ 1,213,204	\$ (989,662)	\$ 223,542	\$ 95,984
Golf	\$ 154,521	\$ (426,839)	\$ (272,318)	\$ (281,818)
Water Operating	\$ 12,184,429	\$ (6,526,211)	\$ 5,658,218	\$ 4,882,347



CITY COUNCIL AGENDA – AUGUST 4, 2020

SUBJECT: Quarterly Portfolio Summary

SOURCE: Finance

COMMENT: This report reflects the investment portfolio of the City of Porterville as of June 30, 2020, and is in compliance with California Government Code Section 27000, etc., Section 53600, etc., and the City of Porterville's Statement of Investment Policy. Investments are selected based on the statutory objectives of safety, liquidity and yield.

Items identified in the summary include the portfolio composition, weighted average rate of earnings, weighted average days to maturity, and the percentage of liquid holdings.

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

ATTACHMENTS: 1. Portfolio Summary: June 30, 2020

Appropriated/Funded:

Review By:

Department Director:
Maria Bemis, Finance Director

Final Approver: John Lollis, City Manager

**CITY OF PORTERVILLE
PORTFOLIO SUMMARY AS OF JUNE 30, 2020**

INVESTMENT OR CUSIP NUMBER	INSTITUTION	PURCHASE PRICE	MARKET VALUE	COUPON INTEREST RATE	PURCHASE DATE	MATURITY DATE	DAYS TO MATURITY
1006	LOCAL AGENCY INVESTMENT FUND	\$ 30,864,782	\$ 31,016,414	1.360%	DAILY	DAILY	1
1007	CSJVRMA INVESTMENT FUND	7,032,252	7,442,675	2.040%	DAILY	DAILY	30
866	TULARE COUNTY INVESTMENT POOL	9,413,260	9,413,260	2.300%	DAILY	DAILY	30
	TULARE COUNTY JUNIOR LIVESTOCK SHOW AND COMMUNITY FAIR	846,537	846,537	4.000%	1/15/2015	7/15/2037	6,224
	CORNERSTONE MAIN PARTNERS, L.P.	2,778,511	2,778,511	2.400%	12/12/2018	11/30/2038	6,727
3136G4UJ0	FEDERAL NATL MORTGAGE ASSOC	1,000,000	1,001,050	1.800%	2/26/2020	2/26/2025	1,702
46625HQJ2	JP MORGAN CHASE & CO NOTE	1,000,000	1,012,490	2.550%	12/28/2016	3/1/2021	244
89236TEC5	TOYOTA MOTOR CRD CORP	1,000,000	1,033,630	2.150%	9/8/2017	9/8/2022	800
037833DE7	APPLE INC NOTE	1,000,000	1,051,980	2.400%	1/16/2018	1/13/2023	927
084670BR8	BERKSHIRE HATHAWAY	1,000,000	1,059,040	2.750%	4/23/2018	3/15/2023	988
06406RAG2	BANK NEW YORK MELLON CORP MTN	1,000,000	1,080,200	3.500%	10/16/2018	4/28/2023	1,032
90331HNV1	US BANK ASSN MTN	1,000,000	1,080,850	3.400%	11/15/2018	7/24/2023	1,119
89114Q5B0	TORONTO DOMINION BANK	1,000,000	1,001,730	2.350%	8/30/2019	8/30/2024	1,522
95001D4X5	WELLS FARGO & CO NOTES	1,000,000	992,880	2.250%	10/28/2019	4/28/2023	1,032
48128GL73	JP MORGAN CHASE & CO NOTE	1,000,000	987,940	2.250%	10/31/2019	10/31/2024	1,584
38150AE27	GOLDMAN SACHS GROUP INC	1,000,000	1,000,890	2.000%	3/25/2020	3/25/2025	1,729
06747PML0	BARCLAYS BANK	1,000,000	1,008,880	3.000%	3/17/2020	10/17/2023	1,204
95001DAJ9	WELLS FARGO & CO NOTES	1,000,000	995,470	1.000%	2/29/2020	12/30/2023	1,278
13605WWW7	CANDADIAN IMPERIAL BANK	1,000,000	1,002,360	2.500%	4/28/2020	4/10/2025	1,745
14042E4P2	CERTIFICATE OF DEPOSIT	246,000	246,214	2.300%	7/15/2015	7/15/2020	15
31938QN26	CERTIFICATE OF DEPOSIT	247,000	247,225	2.050%	7/17/2015	7/17/2020	17
58403BY67	CERTIFICATE OF DEPOSIT	247,000	247,388	2.250%	7/27/2015	7/27/2020	27
05580ACW2	CERTIFICATE OF DEPOSIT	247,000	248,171	2.200%	9/22/2015	9/18/2020	80
02587DL30	CERTIFICATE OF DEPOSIT	246,000	248,492	2.300%	12/23/2015	12/23/2020	176
9497486Z5	CERTIFICATE OF DEPOSIT	249,000	252,511	1.600%	8/3/2016	8/3/2021	399
06062QXG4	CERTIFICATE OF DEPOSIT	247,000	252,780	1.850%	11/23/2016	11/23/2021	511
58733ADT3	CERTIFICATE OF DEPOSIT	240,000	247,202	2.100%	1/27/2017	1/27/2022	576
38148PGX9	CERTIFICATE OF DEPOSIT	245,000	253,710	2.300%	3/8/2017	3/8/2022	616
857894SK6	CERTIFICATE OF DEPOSIT	249,000	256,104	2.050%	1/13/2017	1/13/2022	562
71270QQJ8	CERTIFICATE OF DEPOSIT	246,000	253,077	2.050%	1/18/2017	1/18/2022	567
8562845Z3	CERTIFICATE OF DEPOSIT	246,000	254,332	2.350%	1/26/2017	1/26/2022	575
33767A2G5	CERTIFICATE OF DEPOSIT	249,000	257,496	2.100%	4/19/2017	4/19/2022	658
55266CVB9	CERTIFICATE OF DEPOSIT	249,000	256,928	1.950%	4/28/2017	4/28/2022	667
67054NAK9	CERTIFICATE OF DEPOSIT	249,000	259,241	2.300%	6/21/2017	6/21/2022	721
9819962K6	CERTIFICATE OF DEPOSIT	200,000	206,442	2.400%	4/19/2017	4/19/2022	658
795450D36	CERTIFICATE OF DEPOSIT	240,000	250,903	2.350%	8/23/2017	8/23/2022	784
06740KKD8	CERTIFICATE OF DEPOSIT	247,000	256,929	2.200%	7/12/2017	7/12/2022	742
33715LAP5	CERTIFICATE OF DEPOSIT	249,000	260,193	2.250%	9/28/2017	9/28/2022	820
62384RAB2	CERTIFICATE OF DEPOSIT	249,000	260,646	2.300%	10/12/2017	10/12/2022	834
01748DAY2	CERTIFICATE OF DEPOSIT	249,000	260,320	2.200%	11/3/2017	11/3/2022	856
61747MF63	CERTIFICATE OF DEPOSIT	246,000	260,730	2.650%	1/11/2018	1/11/2023	925
22239MAR9	CERTIFICATE OF DEPOSIT	249,000	263,895	2.600%	2/2/2018	2/2/2023	947
366526AR2	CERTIFICATE OF DEPOSIT	249,000	264,416	2.650%	2/16/2018	2/16/2023	961
819866AE4	CERTIFICATE OF DEPOSIT	249,000	265,700	2.800%	3/5/2018	3/6/2023	979
31914IKL0	CERTIFICATE OF DEPOSIT	245,000	265,293	3.150%	6/6/2018	6/6/2023	1,071
74934YAH4	CERTIFICATE OF DEPOSIT	245,000	265,484	3.150%	6/20/2018	6/20/2023	1,085
17312QJ26	CERTIFICATE OF DEPOSIT	246,000	263,722	2.900%	4/11/2018	4/11/2023	1,015
25665QAX3	CERTIFICATE OF DEPOSIT	246,000	263,751	2.900%	4/13/2018	4/13/2023	1,017
91435LAG2	CERTIFICATE OF DEPOSIT	249,000	268,512	3.050%	5/14/2018	5/15/2023	1,049
080515CQ0	CERTIFICATE OF DEPOSIT	246,000	265,336	3.050%	5/16/2018	5/16/2023	1,050
90348JCW8	CERTIFICATE OF DEPOSIT	249,000	270,431	3.250%	6/13/2018	6/13/2023	1,078
74160NGF1	CERTIFICATE OF DEPOSIT	249,000	270,222	3.200%	6/22/2018	6/22/2023	1,087
45581EAX9	CERTIFICATE OF DEPOSIT	249,000	271,126	3.300%	6/30/2018	6/30/2023	1,095
31911QFK6	CERTIFICATE OF DEPOSIT	249,000	271,029	3.200%	8/10/2018	8/10/2023	1,136
499724AD4	CERTIFICATE OF DEPOSIT	249,000	271,754	3.250%	8/30/2018	8/30/2023	1,156
64017AAH7	CERTIFICATE OF DEPOSIT	245,000	268,113	3.300%	9/19/2018	9/19/2023	1,176
92891CBK7	CERTIFICATE OF DEPOSIT	249,000	273,357	3.350%	10/16/2018	10/16/2023	1,203
474067AQ8	CERTIFICATE OF DEPOSIT	249,000	273,409	3.350%	10/19/2018	10/19/2023	1,206
59452WAE8	CERTIFICATE OF DEPOSIT	249,000	274,560	3.450%	11/9/2018	11/9/2023	1,227
61760ASL4	CERTIFICATE OF DEPOSIT	245,000	271,281	3.550%	11/26/2018	11/24/2023	1,242
635573AL2	CERTIFICATE OF DEPOSIT	245,000	270,500	3.400%	12/26/2018	12/21/2023	1,269
44329MA45	CERTIFICATE OF DEPOSIT	247,000	247,625	2.300%	8/13/2019	8/13/2024	1,505
15118RRHS	CERTIFICATE OF DEPOSIT	249,000	262,919	1.850%	8/30/2019	8/30/2024	1,522
938828BM1	CERTIFICATE OF DEPOSIT	249,000	264,460	2.000%	8/30/2019	8/30/2024	1,522
05581W4Y8	CERTIFICATE OF DEPOSIT	245,000	245,385	2.000%	1/30/2020	1/30/2024	1,309

INVESTMENT OR CUSIP NUMBER	INSTITUTION	PURCHASE PRICE	MARKET VALUE	COUPON INTEREST RATE	PURCHASE DATE	MATURITY DATE	DAYS TO MATURITY
949495BC8	CERTIFICATE OF DEPOSIT	250,000	259,628	1.750%	2/21/2020	2/21/2023	966
05465DAK4	CERTIFICATE OF DEPOSIT	249,000	260,327	1.650%	3/26/2020	3/26/2024	1,365
05581W5Q4	CERTIFICATE OF DEPOSIT	248,000	248,699	1.900%	4/7/2020	2/28/2025	1,704
48128LV71	CERTIFICATE OF DEPOSIT	247,000	247,823	1.750%	4/13/2020	3/16/2025	1,720
1204	CERTIFICATE OF DEPOSIT	249,000	249,000	2.700%	4/24/2018	4/24/2023	1,028
1248	CERTIFICATE OF DEPOSIT	250,000	250,000	1.100%	5/8/2020	5/8/2022	677
1254	CERTIFICATE OF DEPOSIT	250,000	250,000	2.280%	9/3/2019	9/3/2020	65
1281	CERTIFICATE OF DEPOSIT	250,000	250,000	2.800%	5/14/2018	5/14/2023	1,048
1282	CERTIFICATE OF DEPOSIT	250,000	250,000	3.000%	6/21/2018	6/21/2023	1,086
1283	CERTIFICATE OF DEPOSIT	250,000	250,000	1.591%	5/12/2020	5/12/2023	1,046
1285	CERTIFICATE OF DEPOSIT	250,000	250,000	2.650%	4/29/2018	4/29/2023	1,033
1286	CERTIFICATE OF DEPOSIT	250,000	250,000	3.100%	6/25/2018	6/25/2023	1,090
1298	CERTIFICATE OF DEPOSIT	250,000	250,000	2.150%	11/4/2015	11/4/2020	127
1300	CERTIFICATE OF DEPOSIT	250,000	250,000	2.100%	12/8/2015	12/8/2020	161
1301	CERTIFICATE OF DEPOSIT	250,000	250,000	2.080%	2/4/2016	2/4/2021	219
1302	CERTIFICATE OF DEPOSIT	250,000	250,000	2.150%	1/11/2016	1/11/2021	195
1303	CERTIFICATE OF DEPOSIT	250,000	250,000	2.150%	4/19/2016	4/19/2021	293
1304	CERTIFICATE OF DEPOSIT	250,000	250,000	2.000%	5/19/2016	5/19/2021	323
1305	CERTIFICATE OF DEPOSIT	250,000	250,000	2.000%	6/3/2016	6/3/2021	338
1306	CERTIFICATE OF DEPOSIT	249,000	249,000	1.935%	10/28/2016	10/28/2021	485
1307	CERTIFICATE OF DEPOSIT	249,000	249,000	1.900%	12/20/2016	12/20/2021	538
1308	CERTIFICATE OF DEPOSIT	266,608	266,608	2.000%	1/20/2017	1/20/2022	569
1309	CERTIFICATE OF DEPOSIT	249,000	249,000	2.150%	2/14/2017	2/14/2022	594
1310	CERTIFICATE OF DEPOSIT	249,000	249,000	2.100%	5/1/2017	5/2/2022	671
1311	CERTIFICATE OF DEPOSIT	250,000	250,000	2.110%	6/23/2017	6/23/2022	723
1312	CERTIFICATE OF DEPOSIT	249,000	249,000	2.500%	7/26/2017	7/26/2022	756
1313	CERTIFICATE OF DEPOSIT	249,000	249,000	2.230%	7/11/2017	7/11/2022	741
1314	CERTIFICATE OF DEPOSIT	249,000	249,000	2.500%	7/21/2017	7/21/2022	751
1315	CERTIFICATE OF DEPOSIT	249,000	249,000	2.350%	9/22/2017	9/22/2022	814
1316	CERTIFICATE OF DEPOSIT	249,000	249,000	2.600%	10/6/2017	10/6/2022	828
1317	CERTIFICATE OF DEPOSIT	249,000	249,000	2.428%	11/16/2017	11/16/2022	869
1318	CERTIFICATE OF DEPOSIT	249,000	249,000	2.500%	3/22/2018	3/22/2023	995
1319	CERTIFICATE OF DEPOSIT	250,000	250,000	3.000%	8/3/2018	8/3/2021	399
1320	CERTIFICATE OF DEPOSIT	249,000	249,000	3.250%	9/12/2018	9/12/2023	1,169
1321	CERTIFICATE OF DEPOSIT	249,000	249,000	1.540%	5/16/2020	5/16/2022	685
1322	CERTIFICATE OF DEPOSIT	261,698	261,697	3.150%	11/30/2018	11/30/2020	153
1323	CERTIFICATE OF DEPOSIT	249,000	249,000	3.150%	10/23/2018	10/23/2021	480
1324	CERTIFICATE OF DEPOSIT	249,000	249,000	3.350%	1/11/2019	1/11/2024	1,290
1325	CERTIFICATE OF DEPOSIT	249,000	249,000	3.150%	1/23/2019	1/23/2021	207
1326	CERTIFICATE OF DEPOSIT	261,667	261,667	3.500%	1/29/2019	1/29/2024	1,308
1327	CERTIFICATE OF DEPOSIT	245,000	245,000	3.500%	2/28/2019	2/28/2024	1,338
1328	CERTIFICATE OF DEPOSIT	249,000	249,000	3.250%	3/22/2019	3/22/2024	1,361
1329	CERTIFICATE OF DEPOSIT	249,000	249,000	3.210%	4/9/2019	10/9/2023	1,196
1330	CERTIFICATE OF DEPOSIT	248,960	248,960	3.200%	5/24/2019	5/24/2024	1,424
1331	CERTIFICATE OF DEPOSIT	249,000	249,000	3.100%	5/7/2019	5/7/2024	1,407
1332	CERTIFICATE OF DEPOSIT	249,000	249,000	3.200%	6/4/2019	6/4/2024	1,435
1333	CERTIFICATE OF DEPOSIT	249,000	249,000	2.960%	7/22/2019	7/22/2024	1,483
1334	CERTIFICATE OF DEPOSIT	250,000	250,000	3.050%	7/31/2019	7/31/2024	1,492
1335	CERTIFICATE OF DEPOSIT	249,000	249,000	2.810%	9/11/2019	9/11/2024	1,534
1336	CERTIFICATE OF DEPOSIT	249,000	249,000	2.800%	9/17/2019	9/17/2024	1,540
1337	CERTIFICATE OF DEPOSIT	249,000	249,000	2.700%	11/1/2019	11/1/2024	1,585
1338	CERTIFICATE OF DEPOSIT	253,818	253,818	2.720%	10/15/2019	10/15/2024	1,568
1339	CERTIFICATE OF DEPOSIT	249,000	249,000	2.250%	12/26/2019	12/26/2024	1,640
1340	CERTIFICATE OF DEPOSIT	249,000	249,000	2.400%	12/5/2019	12/5/2024	1,619
1341	CERTIFICATE OF DEPOSIT	249,000	249,000	2.250%	1/8/2020	1/8/2025	1,653
1342	CERTIFICATE OF DEPOSIT	249,000	249,000	2.250%	1/17/2020	1/17/2025	1,662
1343	CERTIFICATE OF DEPOSIT	249,000	249,000	2.250%	1/24/2020	1/24/2025	1,669
TOTALS		\$ 90,510,093	\$ 92,010,328				

WEIGHTED AVERAGE RATE OF EARNINGS					% OF LIQUID PORTFOLIO HOLDINGS	WEIGHTED AVERAGE DAYS TO MATURITY
ONE YEAR HISTORY				CURRENT		
6/30/2019	9/30/2019	12/31/2019	3/31/2020	6/30/2020		
2.458%	2.445%	2.410%	2.349%	2.064%	52.271%	717

Comments:

Portfolio holdings as of June 30, 2020, are in compliance with the current Investment Policy. With 52.271% of the portfolio being held in liquid instruments, the cash needs of the City will be met. The next portfolio report will be calculated for the third calendar quarter ending September 30, 2020, and will be presented during the November 3, 2020 Council meeting.



CITY COUNCIL AGENDA – AUGUST 4, 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 July 21, 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:

John Lollis, City Manager

Final Approver: John Lollis, City Manager

RESOLUTION NO. 49-2015

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF PORTERVILLE DECLARING A DROUGHT EMERGENCY
WITHIN THE CITY OF PORTERVILLE

WHEREAS: in response to the ongoing severe drought, the State Water Resources Control Board approved an emergency regulation to ensure water agencies, their customers, and state residents increase water conservation in urban settings or face possible fines or other enforcement; and

WHEREAS: as we enter the fourth year of severe drought, long-term forecasts indicate no relief of the current drought conditions, and suggest a warmer-than-average summer, resulting in increased domestic demand for water; and

WHEREAS: public and private potable water supplies continue to be threatened due to decreasing supplies of groundwater caused by the precipitation deficit and an extended state of groundwater overdraft; and

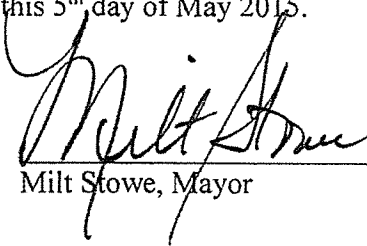
WHEREAS: the long-term ramifications of the current drought will have a significant impact on the city of Porterville and potentially pose a danger to the health and welfare of its residents; and

NOW, THEREFORE, BE IT RESOLVED: that the City Council of the City of Porterville does hereby proclaim that, due to drought conditions, a Local Emergency now exists in the city of Porterville and shall remain in effect for the duration of the emergency; and

BE IT FURTHER RESOLVED: that the City Council of the City of Porterville requests the Governor and California Department of Water Resources make available California Disaster Assistance Act funding for the State of Local Emergency proclaimed on May 5, 2015, and seek all available forms of Federal assistance, to include a Presidential Declaration of Emergency and Individual Assistance and Public Assistance programs as applicable; and

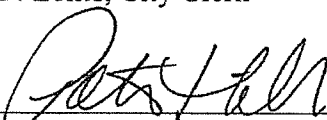
BE IT FURTHER RESOLVED: that a copy of this resolution be forwarded to the State Director of the Office of Emergency Services.

PASSED, APPROVED, AND ADOPTED this 5th day of May 2015.



Milt Stowe, Mayor

ATTEST:
John D. Lollis, City Clerk



By: Patrice Hildreth, Chief Deputy City Clerk

TULARE COUNTY – CITY OF PORTERVILLE WELL AGREEMENT

THIS AGREEMENT is entered into this day of, May 10, 2016, between the COUNTY OF TULARE, referred to as COUNTY, and the CITY OF PORTERVILLE, referred to as CITY, with reference to the following:

- A. WHEREAS, East Porterville/Doyle Colony area properties within the COUNTY's jurisdiction and within the CITY's Urban Development Boundary are experiencing serious water shortages due to the historical drought conditions. Attached hereto as Exhibit 'A' is a map defining the East Porterville/Doyle Colony and Vandalia areas; and
- B. WHEREAS, CITY and COUNTY have been and are collaborating to jointly develop a new municipal water well; and
- C. WHEREAS, COUNTY shall secure complete funding for a new well to be solely owned, operated and maintained by the CITY for the purpose of providing long-term capacity to enable permanent water connections to properties that comply with CITY'S Annexation and Extension of Municipal Services policy, with certain exceptions for specific properties in excess of the maximum lot size. These procedures are defined by two Resolutions, 74-2014 and 19-2016, which are attached hereto as Exhibit 'B'; and
- D. WHEREAS, the COUNTY owns a parcel at the southeast corner of the Tule River and Olive Avenue (APN 240-120-017), represented in Exhibit 'C', and has drilled a municipal supply well, and will equip said well utilizing CITY standards, after which the COUNTY shall convey the land to CITY at a cost of \$1; and
- E. WHEREAS, CITY operates an existing municipal water system, with limited infrastructure already established in the East Porterville/Doyle Colony and Vandalia areas, and has experience and qualifications necessary to provide such services; and
- F. WHEREAS, CITY and COUNTY mutually agree that a regional, collaborative solution to leverage and expand CITY'S municipal water system into the East Porterville/Doyle Colony and Vandalia areas is the most feasible means to address the area's water needs; and
- G. WHEREAS, CITY is willing to enter into this Agreement with COUNTY upon terms and conditions set forth herein; and
- H. WHEREAS, CITY and COUNTY mutually understand that due to the limited resources of the CITY's municipal water system, all future connections must comply with the CITY's Annexation and Extension of Municipal Services policies, with certain exceptions for specific properties in excess of the maximum lot size, attached hereto and made a part thereof as Exhibit 'B'.

ACCORDINGLY, IT IS AGREED:

- 1. **TERM:** This agreement shall become effective as of the date the agreement is fully executed by both agencies.
- 2. **SERVICES TO BE PERFORMED & PAYMENT FOR SERVICES – EQUIPPING MUNICIPAL WELL FACILITY:** Refer to attached Exhibit 'D'.

TULARE COUNTY AGREEMENT NO. 27596

3. **SERVICE TO BE PERFORMED IN PERPETUITY:** The services described below shall be performed in perpetuity upon completion of all tasks enumerated in Exhibit 'D' and upon COUNTY securing the funds for equipping the well to CITY standards and requirements:
- A. CITY shall provide to STATE and/or COUNTY, upon STATE and COUNTY's request, a maximum of three million (3,000,000) gallons of water per month upon integration of the well provided under this Agreement, for the purposes of meeting emergency water needs in COUNTY's jurisdiction. CITY shall not charge COUNTY or STATE for said water.
 - B. CITY shall utilize water produced by the well provided under this Agreement as source capacity for new service connections and agreements in East Porterville/Doyle Colony and Vandalia areas. CITY agrees to provide source water for up to four hundred twenty-three (423) new connections in the East Porterville/Doyle Colony area subject to the CITY'S Annexation and Extension of Municipal Services policies, with certain exceptions for specific properties in excess of the maximum lot size, and up to 80 new connections in the Vandalia area. The 423 new connections noted above are inclusive of those properties immediately adjacent to an existing water main, estimated at 40 parcels, which can be connected to the City's water system immediately upon execution of this agreement and the Memorandum(a) of Understanding between CITY, COUNTY, and STATE. Upon connection to CITY services, the listed properties will be exempt from payment of CITY water impact fees, but will be subject to standard fees, such as, but not limited to, water service and meter installation, unless otherwise financed by STATE or other funding sources, and associated monthly fees. This section shall not be construed to limit additional connections beyond the above referenced 503 properties provided for herein, where CITY provides consumption documentation that determines additional source capacity is available as a result of the connection of this well to CITY's system.
 - C. CITY expressly agrees to own, operate, maintain, repair and otherwise care for the well provided under this Agreement, in order to maintain it in proper working order and to the highest standard, for the duration of the well's useful life.
 - D. COUNTY shall grant the parcel on which the well is located to the CITY by Grant Deed at a cost of \$1 upon formal acceptance of the project. A 50-foot control zone around the well site is a requirement of the State Water Resources Control Board, Drinking Water Program, therefore establishing the minimum parcel size to be conveyed to the CITY. Existing COUNTY infrastructure may encroach through or conflict with the subject parcel and if so, ownership, maintenance, repair and replacement of these facilities shall transition to the City's responsibility by separate maintenance agreement upon acceptance of the project.
 - E. CITY shall not be entitled to compensation by COUNTY, or any State or Federal agency providing funding for the activities enumerated in Exhibit 'D', for any ongoing costs related to owning, operating, maintaining, repairing, or replacing this well. CITY and COUNTY expressly agree that CITY's ongoing compensation for such ongoing costs shall be the use of the well for CITY's use within its water system, unrestricted except as noted in "A"

above. No part of this paragraph shall be construed to limit or restrict in any way CITY's ability to seek any grant funding or collect rates and fees from users of CITY's water system.

- F. All recipients of water are subject to CITY water policies, such as, but not limited to, water conservation and watering schedules. Connections made as noted in "B" above may be subject to further water conservation thresholds as required by the STATE.

4. This Agreement represents the entire agreement between CITY and COUNTY as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.

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

COUNTY: County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare
Administrative Building
2800 W. Burrel Avenue
Visalia, CA 93291

(Fax No.: (559) 733-6318 / Phone No. (559) 636-5005)

CITY: City Manager
291 N. Main St.
Porterville, CA 93257

(Fax No.: (559) 715-4013/ Phone No. (559) 782-7466)

Notice delivered personally or sent by facsimile transmission is deemed to be received upon receipt. Notice sent by first class mail shall be deemed received on the fourth day after the date of mailing. Either party may change the above address by giving written notice pursuant to this paragraph.

6. This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any uncertainty.
7. Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.
8. This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. This Agreement is entered into and shall be performed in Tulare County, California. CITY waives the removal provisions of California Code of Civil Procedure Section 394.
9. The failure of either party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party or either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.
10. The Recitals and the Exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

11. This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court of other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases the remainder of the Agreement shall continue in full force and effect.
12. Each party agrees to execute any additional documents and to perform any further acts which may be reasonably required to affect the purposes of this Agreement.
13. CITY expressly agrees that it will not discriminate in employment or in the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.
14. Insurance
15. Permit
16. Dispute Resolution: If a dispute arises out of or relating to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties, otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within 30 days, either party may pursue litigation to resolve the dispute.
17. Indemnification: CITY shall hold harmless, defend and indemnify COUNTY, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, including COUNTY property, arising from, or in connection with, the performance by CITY or its agents, officers and employees under this Agreement. This indemnification specifically includes any claims that may be made against COUNTY by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against COUNTY alleging civil rights violations by CITY under Government Code sections 12920 et seq. (California Fair Employment and Housing Act), and any fines or penalties imposed on COUNTY for CITY's failure to provide form DE-542, when applicable. This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

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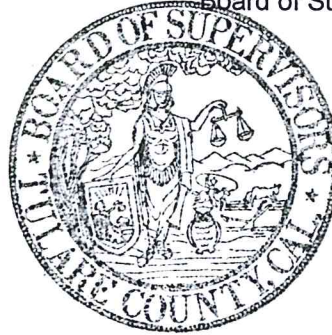
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THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

COUNTY OF TULARE

BY Mike Ennis
Mike Ennis Chairman,
Board of Supervisors



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

By Danisa A. Ybana
Deputy Clerk

Approved as to Form
County Counsel

By M. Grice for LMT
Deputy 20151902

CITY OF PORTERVILLE

BY Milt Stowe
Milt Stowe, Mayor

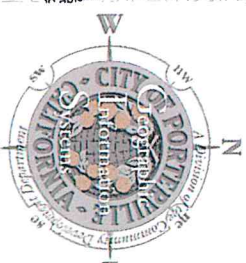
ATTEST:
City Clerk of the City of Porterville

BY J. L. Lolis
John Lolis, City Manager

Approved as to Form

BY [Signature]
City Attorney

EXHIBIT 'A'



 East Porterville Project Boundary

Parcels Within Project Boundary Area (1,776)

CityLimits

UDB

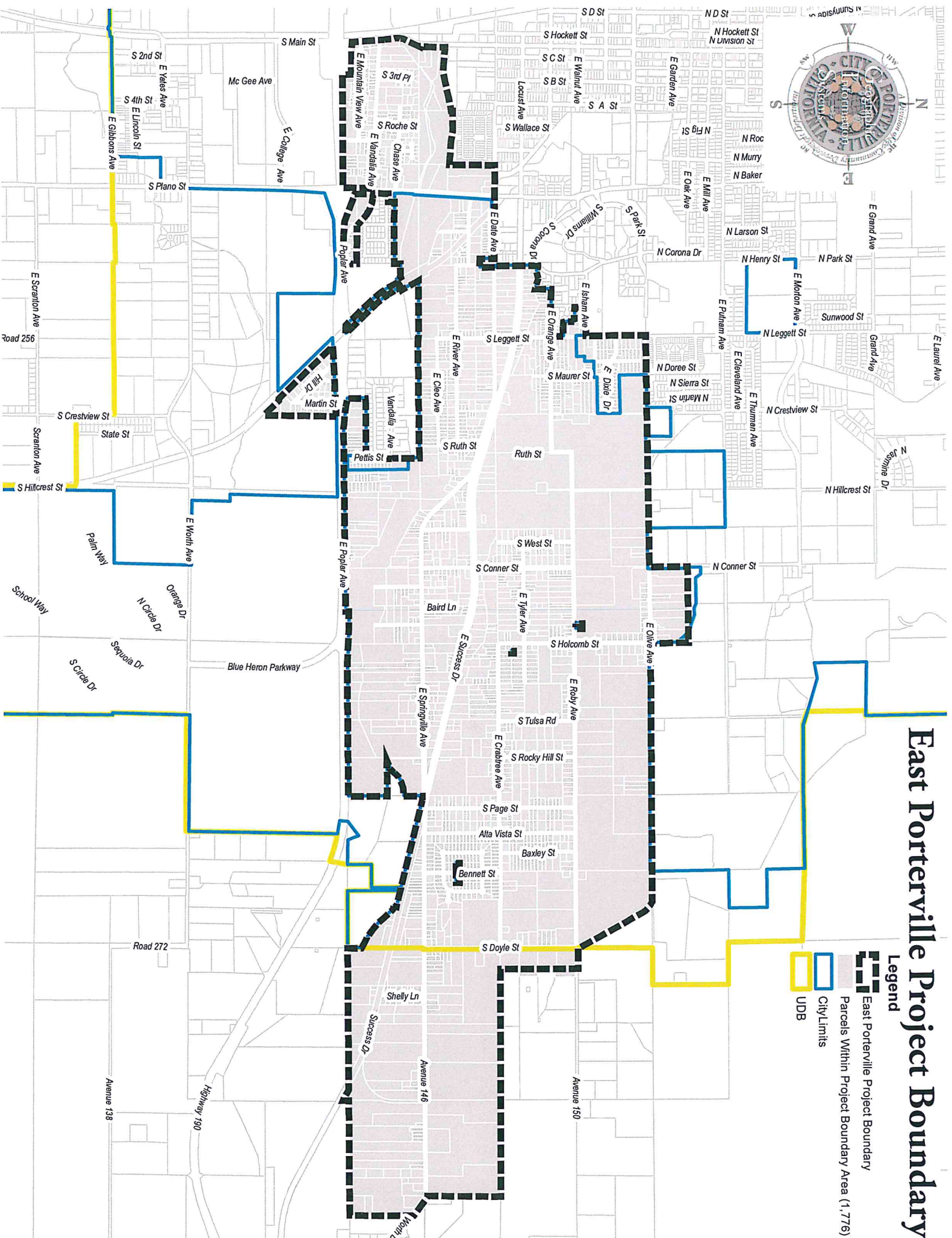


EXHIBIT 'B'

RESOLUTION NO. 74 -2014

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

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

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

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

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

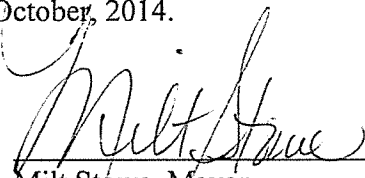
1. To promote orderly development while discouraging urban sprawl, preserving open space and prime agricultural lands, and efficiently extending government services.
2. To honor the City’s fundamental responsibility to provide efficient and sustainable public services to the inhabitants of the city,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

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

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

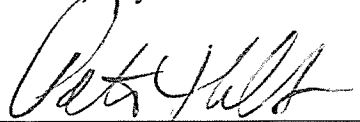
2. It shall be the policy of the City of Porterville to consider extra-territorial service requests primarily within the Urban Development Boundary, which is defined as the City of Porterville Annexation Boundary, as adopted by Tulare County LAFCo.
3. It shall be the policy of the City of Porterville,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

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


Milt Stowe, Mayor

ATTEST:

John D. Lollis, City Clerk

By: 
Patrice Hildreth, Chief Deputy City Clerk

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

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

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

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

JOHN D. LOLLIS, City Clerk


By: Luisa M. Zavala, Deputy City Clerk

RESOLUTION 19-2016

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

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

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

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

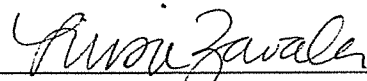
PASSED, APPROVED AND ADOPTED this 19th day of April, 2016.



Milt Stowe, Mayor

ATTEST:

John D. Lollis, City Clerk

BY 

Luisa Zavala, Deputy City Clerk

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

ANNEXATION APPLICATION PROCEDURE

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

ANNEXATION EXEMPTION PROCEDURE

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

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

EXTRATERRITORIAL SERVICES APPLICATION PROCEDURE

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

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

Within the Urban Development Boundary:

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

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

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

Within the Urban Area Boundary:

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

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

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

EXEMPTIONS AND EXCEPTIONS

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

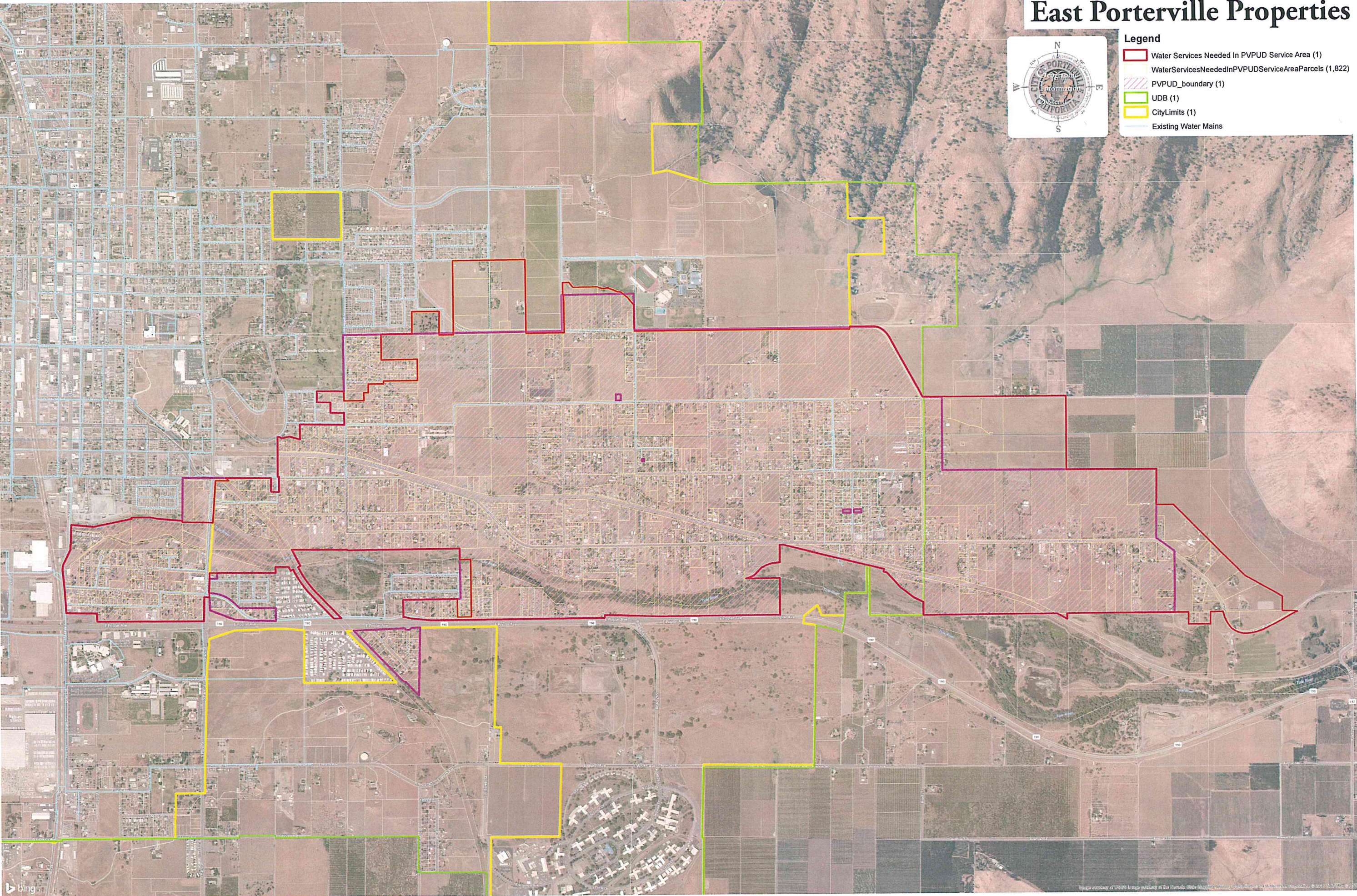
to sewer services. This exemption does not apply to requests for connection to Municipal Water and/or Master Storm Drain Facilities.

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

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

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

East Porterville Properties



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

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

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

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

JOHN D. LOLLIS, City Clerk

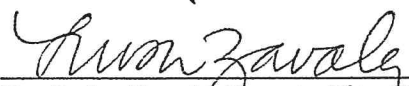

By: Luisa Zavala, Deputy City Clerk

EXHIBIT 'C'



EXHIBIT 'D'

Scope of Work

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

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

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

Discussion Draft

Subject to Additional Review and Modification by the Parties

Porterville MOU
Draft 2
June 15, 2016
PortervilleEmergencyMOU061516



Memorandum of Understanding (MOU)

Regarding the Provisions of Emergency Water Supplies to East Porterville

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

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

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

which are collectively known as the “Parties”

Recitals

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

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

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

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

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

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

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

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

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

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

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

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

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

Understanding

A. Description of Emergency Project and Long-Term Plan

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

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

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

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

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

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

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

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

B. Project Contributions of the Parties

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

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

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

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

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

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

C. General Provisions

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

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

[Signatures on following page]

This MOU has been executed by:

California Department of Water Resources

State Water Resources Control Board

California Office of Emergency Services

County of Tulare

City of Porterville

List of Exhibits

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



Amendment No. 1

To the East Porterville Water Supply Project

Memorandum of Understanding (MOU)

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

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

Recitals

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

This MOU has been executed by:

California Department of Water Resources

State Water Resources Control Board

California Office of Emergency Services

City of Porterville

County of Tulare



EDMUND G. BROWN JR.
GOVERNOR

MATTHEW RODRIGUEZ
SECRETARY FOR
ENVIRONMENTAL PROTECTION

State Water Resources Control Board

NOV 29 2017

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

RECEIVED

DEC 04

CITY OF PORTERVILLE
CITY MANAGER

Dear Mayor Stowe:

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

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

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

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

Sincerely,


James Maughan, Assistant Deputy Director
Division of Financial Assistance

cc: See next page

DEPARTMENT OF WATER RESOURCES

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



January 18, 2018

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

RECEIVED

JAN 22 2018

City of Porterville
Public Works Dept

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

Dear Mr. Reed:

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

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

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

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

Sincerely,

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

Kevin Faulkenberry, Chief
South Central Region Office

Executive Department

State of California

EXECUTIVE ORDER B-40-17

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

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

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

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

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

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

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

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

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

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

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

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

I FURTHER ORDER THAT:

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

MAINTAINING CONSERVATION AS A WAY OF LIFE

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

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

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

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

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

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

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

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

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


EDMUND G. BROWN JR.
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State





CITY COUNCIL AGENDA – AUGUST 4, 2020

SUBJECT: Landscape & Lighting District Annual Assessments

SOURCE: Parks and Leisure Services

COMMENT: The City has created seventy-two (72) Landscape and Lighting Maintenance District (LLMD's) since 1989. The original LLMD had seventeen (17) areas annexed for new developments, in addition to the original area. Since 1996, new districts have been formed for each new development representing Districts 2 through 54.

Annually, a process of evaluating maintenance needs and establishing an assessment for each LLMD must be followed. At its meeting on July 21, 2020, the City Council preliminarily approved the annual Engineer's Report which sets forth the proposed assessments for the 2020/21 Fiscal Year. The assessment process must be filed with the County by August 10, 2020, in order to be placed upon the tax rolls.

The Engineer's Report provides the financial detail on each district. In an effort to better facilitate the needs of the district, staff analyzes the fund balances and deficits of each district, as well as the projected expenditures and reserves. District fund balances are reviewed on a yearly basis to determine funding needs for maintenance, as well as determining assessment requirements. Based on this analysis, staff was able to determine that not all districts will be assessed this fiscal year.

RECOMMENDATION: That the City Council;

1. Conduct a Public Hearing on the 2020/21 assessment for the Landscape and Lightning Maintenance Districts to take comments or receive protests on the proposed assessments; and
2. Adopt the Resolution ordering the continued maintenance of Landscape and Lighting Maintenance Districts and confirming the Engineer's Report and Assessments for Fiscal Year 2020/21.

ATTACHMENTS:

1. Engineer's Report
2. Draft Resolution

Appropriated/Funded:

Review By:

Department Director:

Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager

**CITY OF PORTERVILLE, CALIFORNIA
ENGINEER'S REPORT FOR
LANDSCAPE AND LIGHTING MAINTENANCE DISTRICTS
2020-2021 FISCAL YEAR**

SECTION 1. Authority for Report

This report is prepared by order of the City Council of the City of Porterville, Resolution Number. The report is in compliance with the requirements of Chapter 1, Article 4, and Chapter 3, Division 15 of the Streets and Highways Code, State of California (Landscaping and Lighting Act of 1972).

SECTION 2. General Description

The City Council has heretofore elected to place the permanent landscape area along Westwood Street of Westwood Estates, Unit 1, 2, and 3 subdivisions, into Landscape and Lighting Maintenance District No. 1 and to annex the permanent landscape areas along the perimeter streets of the following developments:

1. Annexation No. 2 = Hillcrest Street right-of-way, fire access road, Jasmine Drive entries; west perimeter including the parcel on which the water tank is located, viewpoint look-out parcel at the northwest corner of Jasmine Ranch Subdivision, and the pedestrian access to each cul-de-sac from Hillcrest Street.
2. Annexation No. 3 = Porter Creek Avenue right-of-way to the center line of the Porter Slough, median entry, 15' landscape area between Porter Creek Subdivision block wall to Westwood Street, the pedestrian access bridge over Porter Slough and all of the maintenance area to the center line of Porter Slough.
3. Annexation No. 4 = LaVida Park Subdivision green belt, east on Plum Way Street and the entries east along Beverly Street.
4. Annexation No. 5 = Westwood Estates #4 Subdivision, along the north and south entries adjacent to the block wall on Westwood Street and the median divider on White Chapel Lane including all trees in front yard planting strip.
5. Annexation No. 8 = Westwood Park Unit Three Subdivision located on Westwood Street adjacent to the Tule River.
6. Annexation No. 10 = Westview Subdivision located on the corner of Westfield Avenue and Cobb Street.
7. Annexation No. 14 = Wisconsin Manor I Subdivision located on the corner of Wisconsin Way.
8. District No. 2 = North Creek Estates located on Westwood north of Westfield and Mulberry Avenue.
9. District No. 4 = River Springs Phase I Subdivision located along Newcomb Street.
10. District No. 5 = Castle Woods Phase II Subdivision located at Median Avenue and Salisbury.

11. District No. 6 = Creekview Estates located between Porter Creek Avenue and the property line in Porter Slough
12. District No. 7 = Ford Estates located on the corner of Roby and Westwood Avenue.
13. District No. 8 = River Breese located on Newcomb Street Between Pasty and Spring Streets.
14. District No. 10 = Orchard Ridge Phase 4 located on La Vida Court and Carmelo Street.
15. District No. 12 = Westwood Estates, Unit 5, Phase 2, located on Henderson Avenue and Brandy Way.
16. District No. 15 = Meadowood, Phase One Subdivision, located on Newcomb Street, Cheryl Avenue and York Street.
District No. 18 = Ohio North Subdivision located on Ohio Way Street.
17. District No. 19 = Williams Ranch, Phase One located south of Westfield Avenue on Silver Maple Street, Wall Court and San Lucia Court.
18. District No. 20 = West View Place Subdivision located on Median Avenue.
19. District No. 21 = Orchard Ridge Phase Seven Subdivision located on Pioneer Avenue, Michael Street and Mathew Street.
20. District No. 23 = River Estates Phase Three Subdivision located Roby Avenue, Belmont, Orange Avenue, Forest Avenue and Parkwest Street.
21. District No. 24 = Orchard Ridge, Phase Eight Subdivision located on Mathew Street, Michael Street, Pamela Avenue and Santa Maria Avenue.
22. District No. 26 = Orchard Ridge, Phase Ninve Subdivision located on Belmontt Street, Pamela, Santa Maria and Pioneer Avenues.
23. District No. 28 = Meadowood, Phase Three Subdivision located on Westfield Avenue, Cheryll Avenue, Salisbury Street, Julieann Avenue and Pioneer Avenue.
24. District No. 30 = Sierra Meadows, Phase 1, Subdivision located at Indiana Street and Gibbons Avenue.
25. District No. 31 = Williams Ranch, Phase 2 and 3 Subdivision on Westwood Street between Henderson and Westfield Avenues.
26. District No. 32 = Sunrise Villa, Phase 1,2, and 3 Subdivision located along Mulberry Avenue east of Cottage Street. Phase 2 and 3 were annexed on June 16, 2009.
27. District No. 34 = Meadow Breeze, Phase 3 Subdivision located on Matthew Street, Michael Place, Verdugo Place, Lu Ann Place, Belmont Place, Brian Avenue and Castle Avenue.
28. District No. 35 = Meadow Breeze, Phase 1 Subdivision located on Pioneer Avenue and Salisbury Street.

29. District No. 37 = River View Estates Phase 4 Subdivision located south of Olive Avenue, and east of Mathew Street, including Union Lane and Parkwest Street.
30. District No. 38 = Ranch Victoria, Phase One Subdivision located on the north side of Putnam Avenue and east of Mathew Street
31. District No. 39 = Williams Ranch Phase 4 Subdivision, including Theta Avenue, Bel-Aire Court, Terry Court, Silver Maple Street and Red Oak Street.
32. District No. 40 = Amalene Estates Subdivision located on Westwood between the Tule River and Olive Avenue, including Vine Avenue, Clare Avenue, Clare Court, and Dogwood Street.
33. District No. 44 = Summit Estates, Phase One Subdivision located along Mathew Street and includes Orange Avenue and Lombardi and Argyle Streets.
34. District No. 46 = Moorea Manor Subdivision located along Newcomb and includes San Lucia Lane.
35. District No. 47 = Chelsea Glen Subdivision located east of Newcomb Avenue and south of Linda Vista Avenue including Chelsea Way, Shelly Lane, Becky Way, Kimberly Place and Ben Circle.
36. District No. 48 = South of Roby between Cobb and Prospect Avenue.
37. District No. 49 = Ranch Victoria (Phase 2, 3, & 4) Subdivision is located South of Morton Avenue between Walch Street and Salisbury Street.
38. District No. 50 = Riverview Estates Subdivision is located south of Olive Avenue, West of Parkwest Street, includes Monte Lane and Heritage Lane.
39. District No. 51 = Summit Estates Two, Phase One Subdivision, is located South of Orange Avenue, North of Heritage Court between Mathew Street and Lombardi Street.
40. District No. 52 = Summit Heritage Villas Subdivision located on the west side of Westwood Street, between Henderson and Luisa Avenue.
41. District No. 53 = Trooper Terrace Subdivision located on the west side of Westwood Street between Henderson Avenue and Luisa Avenue.
42. District No. 54 = Windsor Court Subdivision located on the northwest corner of Henderson and Elderwood between Henderson Avenue and Redondo.

SECTION 3. Plans and Specifications

The plans and specifications for the landscaping have been prepared by the developers' engineers and have been approved as part of the improvement plans for the various developments. The plans and specifications for the landscaping are in conformance with the requirements of the City Council's conditions of approval of said Parcel Maps and Subdivisions.

Reference is hereby made to said subdivision maps, parcel maps and assessment diagrams for the exact location of the landscape areas. The plans and specifications by reference are hereby made a part of this report to the same extent as if said plans and specifications were attached hereto.

SECTION 4. Improvements

Landscaping improvements will include landscaping the entry ways, medians and areas behind subdivision block wall.

SECTION 5. Estimated Maintenance Costs

Maintenance is currently being performed by City staff and contract services. Accordingly, the City's record-keeping will be required to be sufficiently accurate to detail the expenses incurred on behalf of each individual annexation so that these costs may be recaptured through assessments.

The City Finance Department presently maintains records of expenditures for each annexation. Because of the restrictions placed upon municipal budgets through the passage of Proposition No. 218 and the lag between the time assessments are made and revenues are collected by the City, it is appropriate that assessments be made in advance of the anticipated expenditures to provide working capital for the maintenance effort. The fund balance for some districts would appear to justify a refund, however, it is clear that some of the costs for some of the districts have not been properly recognized. The staff is committed to identifying the discrepancies and rectifying during this fiscal year. Refunds have been included in the form of one-time adjustments to the assessment reducing the amount actually assessed per lot.

The assessments include costs accumulated to date and estimated costs for the 2020-2021 Fiscal Year for Landscape and Lighting District No. 1, including Annexations 2, 3, 4, 5, 8, 10, and 14; Districts 2, 4, 5, 6, 7, 8, 10, 12, 15, 18, 19, 20, 21, 23, 24, 26, 28, 29, 30, 31, 32, 34, 35, 37, 38, 39, 40, 44, 46, 47, 48, 49, 50, 51, 52, 53, and 54.

SECTION 6. Assessment Diagram

Copies of the assessment diagrams were attached to each individual Engineer's Reports and were labeled "Exhibit A". An Index Map is attached to this report identifying the location of the original district and each annexation.

SECTION 7. Assessment

The City Council, in forming Landscape and Lighting Maintenance District No. 1 and in annexing territories to the district, has maintained the philosophy that the subdivider or developer is responsible for the plantings, irrigation system and the maintenance of the improvements until they become well established. The assessments for maintenance thus only include anticipated costs incurred subsequent to the acceptance of the system by the City Council on behalf of the Maintenance District.

An exception to this philosophy is at Annexation No. 1, Airport Industrial Park, where the owners and the City will share costs for the plantings and irrigation system and the maintenance of improvements.

The maintenance of the landscaping is vital for the protection of both economic and humanistic values of the development. The City Council has heretofore determined that for the preservation of values incorporated within developments adjacent to landscaped areas, the landscaped areas should be included in a maintenance district to ensure satisfactory levels of maintenance. The establishment of the assessment for each development must be on a unit by unit basis which will preserve the integrity of each project. There should be a review of each annexation and District to determine if there are changed conditions that effect the assessment.

The determination of benefit for the lots within the districts takes into consideration the facts for the original districts and all annexations thereto.

Following are estimated maintenance costs and assessments for each District and Annexation.

Annexation No. 2 - Jasmine Ranch
Fiscal Year 2020/2021
Maximum Assessment \$8,000.00

Estimated Accumulated Costs 2019/2020 \$ 9,183.88

Maintenance:	22,100	sq.ft. of landscaping area				
Project Management:	22	lots				
Fund Balance:	\$ 2,477.80					
1 Landscape	22,100	sq.ft.	@	\$ 0.190	=	\$ 4,199.00
2 Graffiti Maintenance	22,100	sq.ft.	@	\$ 0.030	=	\$ 663.00
3 Tree Maintenance	22,100	sq.ft.	@	\$ 0.160	=	\$ 3,536.00
4 Postage	22,100	sq.ft.	@	\$ 0.005	=	\$ 110.50
5 Utilities	22,100	sq.ft.	@	\$ 0.040	=	\$ 884.00
6 Printing	22,100	sq.ft.	@	\$ 0.005	=	\$ 110.50
7 Repair/Maintenance	22,100	sq.ft.	@	\$ 0.020	=	\$ 442.00
				\$ 0.450	=	\$ 9,945.00
Maintenance	22,100	sq.ft.	x	\$ 0.45	=	\$ 9,945.00
Administrative Fee	\$ 9,945.00		x	\$0.10		\$ 994.50
County Fee	22		x	\$1.00/per lot		\$ 22.00
Reserves 15% of total cost of maintenance						\$ 1,491.75
Eliminate deficit fund balance over 10 years - 10% of fund deficit						\$ 12,453.25

FORMULA FOR ASSESSMENT

$$A = \text{Assessment per lot} = \frac{\text{Total Assessment} - F}{L}$$

L = Number of lots

F = Assessment for remainder parcel

The 2020/2021 assessment will be spread based upon the above formula. There are 22 lots in Unit One. The 47.89 acre remainder parcel is included on the final subdivision map and will be assessed 20% of the total estimated cost for landscaping maintenance until it is developed at which time it will be combined with the other completed units and assessed fully.

Estimated Assessment F = \$12,453.25 x .20 = \$2,490.85 for remainder
A = \$12,453.25 - \$2,490.85 = \$452.84 per lot in Unit One

2019/2020 Assessment F = \$8,000 x .20 = \$1,600.00 for remainder
A = \$8,000 - \$1,600 = \$290.90 per lot in Unit One

2020/2021 Assessment F = \$8,000 x .20 = \$1,600.00 for remainder
A = \$8,000 - \$1,600 = \$290.90 per lot in Unit One

Annexation No. 4 - La Vida Park
Fiscal Year 2020/2021
Maximum Assessment \$2,469.42

Estimated Accumulated Costs 2019/2020

\$ 2,544.04

Maintenance:	3,790	sq.ft. of landscaping area, 437 feet of wall
Project Management:	17	lots
Fund Balance:	\$ (856.87)	

1. Landscape	3,790	sq.ft.	@ \$	0.190	=	\$ 720.10
2. Graffiti Maintenance	3,790	sq.ft.	@ \$	0.090	=	\$ 341.10
3. Tree Maintenance	3,790	sq.ft.	@ \$	0.150	=	\$ 568.50
4. Postage	3,790	sq.ft.	@ \$	0.020	=	\$ 75.80
5. Utilities	3,790	sq.ft.	@ \$	0.250	=	\$ 947.50
6. Printing	3,790	sq.ft.	@ \$	0.020	=	\$ 75.80
7. Repair/Maintenance	3,790	sq.ft.	@ \$	0.030	=	\$ 113.70
			\$	0.750	=	<u>\$ 2,842.50</u>

Maintenance	3,790	sq.ft.	x \$	0.750	=	\$ 2,842.50
Administrative Fee	\$ 2,842.50		x	\$0.10		\$ 284.25
County Fee	17 lots		x \$1.00/per lot			\$ 17.00
Reserves 15% of total cost of maintenance						\$ 426.38
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit						\$ 85.69
						<u>\$ 3,655.81</u>

Estimated Cost Per Year	\$	<u>3,655.81</u>	=	\$	197.18
		17			

2019/2020 Assessment	\$	<u>2,469.42</u>	=	\$	145.26
		17			

2020/2021 Assessment	\$	<u>2,469.42</u>	=	\$	145.26
		17			

Annexation No. 8 Westwood Park Unit 3 Subdivision
Fiscal Year 2020/2021
Maximum Assessment \$2,481.27

Estimated Accumulated Costs 2019/2020 \$ 262.78

Maintenance:	28,460	sq.ft. of landscaping area
Lighting:	6	5 @ 5,800 lumens, 1 @ 16,000 lumens
Project Management:	36	lots
Fund Balance:	\$ (1,446.95)	

1. Weed Abatement	28,460	sq.ft.	@ \$ 0.0713	=	\$ 2,029.20
2. Graffiti Maintenance	28,460	sq.ft.	@ \$ 0.0059	=	\$ 167.91
3. Tree Maintenance	28,460	sq.ft.	@ \$ 0.0040	=	\$ 113.84
4. Postage	28,460	sq.ft.	@ \$ 0.0060	=	\$ 170.76
			<u>\$ 0.0872</u>		<u>\$ 2,481.71</u>

Maintenance	28,460	sq.ft.	x \$ 0.08720	=	\$ 2,481.71
Administrative Fee	\$ 2,481.71		x \$ 0.10	=	\$ 248.17
County Fee	36 lots		x \$1.00/per lot	=	\$ 36.00
Reserves 15% of total cost of maintenance				=	\$ 372.26
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit				=	\$ 144.70
					<u>\$ 3,282.83</u>

Estimated Cost Per Year	<u>\$ 3,282.83</u> =	\$ 91.19
	36	
 2019/2020 Assessment	 <u>\$ 2,481.27</u> =	 \$ 68.92
	36	
 2020/2021 Assessment	 <u>\$ 2,481.27</u> =	 \$ 68.92
	36	

Annexation No. 10 - Westview Subdivision
Fiscal Year 2020/2021
Maximum Assessment \$1,824.30

Estimated Accumulated Costs 2019/2020 \$ 958.82

Maintenance:	1,307		sq.ft. of landscaping area	
Lighting	4		ea. @ 5,800 lumens	
Project Management:	16		lots	
Fund Balance:	\$ 1,006.71			

1. Landscape	1,307	sq.ft.	@ \$	0.250	=	\$ 326.75
2. Graffiti Maintenance	1,307	sq.ft.	@ \$	0.090	=	\$ 117.63
3. Tree Maintenance	1,307	sq.ft.	@ \$	0.150	=	\$ 196.05
4. Postage	1,307	sq.ft.	@ \$	0.020	=	\$ 26.14
5. Utilities	1,307	sq.ft.	@ \$	0.250	=	\$ 326.75
6. Printing	1,307	sq.ft.	@ \$	0.020	=	\$ 26.14
7. Repair/Maintenance	1,307	sq.ft.	@ \$	0.030	=	\$ 39.21
				\$ 0.810	=	\$ 1,058.67

Maintenance	1,307	sq.ft.	x \$	0.750	=	\$ 980.25
Administrative Fee	\$ 980.25		x \$0.10			\$ 98.03
County Fee	16		x \$1.00/per lot			\$ 16.00
Reserves 15% of total cost of maintenance						\$ 158.80
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit						\$ -
						\$ 1,253.08

Estimated Cost Per Year	\$	1,253.08	=	\$ 78.32
		16		

2019/2020 Assessment	\$	1,241.31	=	\$ 77.58
		16		

2020/2021 Assessment	\$	1,253.08	=	\$ 78.32
		16		

Annexation No. 14 - Wisconsin Manor 1 Subdivision
Fiscal Year 2020/2021
Maximum Assessment \$1,824.69

Estimated Accumulated Costs 2019/2020

\$ 1,182.79

Maintenance: 3,030 sq.ft. of landscaping area
Project Management: 8 lots
Fund Balance: \$ (4,156.62)

1. Landscape	3,030	sq.ft.	@	\$ 0.190	=	\$ 575.70
2. Graffiti Maintenance	3,030	sq.ft.	@	\$ 0.090	=	\$ 272.70
3. Tree Maintenance	3,030	sq.ft.	@	\$ 0.150	=	\$ 454.50
4. Postage	3,030	sq.ft.	@	\$ 0.020	=	\$ 60.60
5. Utilities	3,030	sq.ft.	@	\$ 0.250	=	\$ 757.50
6. Printing	3,030	sq.ft.	@	\$ 0.020	=	\$ 60.60
7. Repair/Maintenance	3,030	sq.ft.	@	\$ 0.030	=	\$ 90.90
				<u>\$ 0.750</u>	=	<u>\$ 2,272.50</u>

Maintenance	3030	sq.ft.	x	\$ 0.750	=	\$ 2,272.50
Administrative Fee	\$ 2,272.50		x	\$0.10	=	\$ 227.25
County Fee	8 lots		x	\$1.00/per lot	=	\$ 8.00
Reserves	15% of total cost of maintenance					\$ 340.88
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit						\$ 415.66
						<u>\$ 3,264.29</u>

Estimated Cost Per Year \$ 3,264.29 = \$ **408.04**
8

2019/2020 Assessment \$ 1,824.69 = \$ **228.09**
8

2020/2021 Assessment \$ 1,824.69 = \$ **228.09**
8

District No. 4 - River Springs Phase 1 Subdivision
Fiscal Year 2020/2021
Approved CPI 2003 (Adjusted 2003)
Maximum Assessment \$3,134.58

Estimated Accumulated Costs 2019/2020 \$ 1,735.42

Maintenance: 2,100 sq.ft. of landscaping area
Project Management: 51 lots
Fund Balance: \$ 623.78

1. Landscape	2,100	sq.ft. @ \$	0.380	=	\$	798.00
2. Graffiti Maintenance	2,100	sq.ft. @ \$	0.090	=	\$	189.00
3. Tree Maintenance	2,100	sq.ft. @ \$	0.150	=	\$	315.00
4. Postage	2,100	sq.ft. @ \$	0.030	=	\$	63.00
5. Utilities	2,100	sq.ft. @ \$	0.250	=	\$	525.00
6. Printing	2,100	sq.ft. @ \$	0.090	=	\$	189.00
7. Repair/Maintenance	2,100	sq.ft. @ \$	0.030	=	\$	63.00
			<u>\$ 1.020</u>	=	<u>\$</u>	<u>2,142.00</u>

Maintenance	2,100	sq.ft. x \$	1.02	=	\$	2,142.00
Administrative Fee	\$ 2,142.00	x \$	0.10	=	\$	214.20
County Fee	51 lots	x \$1.00/per lot		=	\$	51.00
Reserves	15% of total cost of maintenance			=	\$	321.30
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit				=	\$	-
					<u>\$</u>	<u>2,728.50</u>

Estimated Cost Per Year	<u>\$ 2,728.50</u>	=	\$	53.50
	51			

2020/2021 Assessment	<u>\$ 2,397.56</u>	=	\$	47.00
	51			

District No. 5 Castle Woods Phase 2 Subdivision
Fiscal Year 2020/2021
Maximum Assessment \$1,021.48
Approved CPI 2002 (Adjusted 2008)

Estimated Accumulated Costs 2019/2020 \$ 1,708.28

Maintenance: 1,715 sq.ft. of landscaping area
Project Management: 25 lots
Fund Balance: \$ (9,829.18)

1. Landscape	1,715	sq.ft.	@ \$ 0.190	=	\$ 325.85
2. Graffiti Maintenance	1,715	sq.ft.	@ \$ 0.090	=	\$ 154.35
3. Tree Maintenance	1,715	sq.ft.	@ \$ 0.150	=	\$ 257.25
4. Postage	1,715	sq.ft.	@ \$ 0.020	=	\$ 34.30
5. Utilities	1,715	sq.ft.	@ \$ 0.250	=	\$ 428.75
6. Printing	1,715	sq.ft.	@ \$ 0.020	=	\$ 34.30
7. Repair/Maintenance	1,715	sq.ft.	@ \$ 0.030	=	\$ 51.45
			<u>\$ 0.750</u>	=	<u>\$ 1,286.25</u>

Maintenance	1,715	sq.ft.	x \$ 0.75	=	\$ 1,286.25
Administrative Fee	\$ 1,286.25		x \$ 0.10	=	\$ 128.63
County Fee	25 lots		x \$1.00/per lot	=	\$ 25.00
Reserves	15% of total cost of maintenance			=	\$ 192.94
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit				=	\$ 982.92
					<u>\$ 2,615.73</u>

Estimated Cost Per Year	<u>\$ 2,615.73</u>	=	\$ 104.63
	25		
2019/2020 Assessment	<u>\$ 1,021.48</u>	=	\$ 40.86
	25		
2020/2021 Assessment	<u>\$ 1,021.48</u>	=	\$ 40.86
	25		

District No. 7 - Ford Estates Ph.1 Subdivision
Fiscal Year 2020/2021
Approved CPI 1999 (Adjusted 1999)
Maximum Assessment \$2,857.88

Estimated Accumulated Costs 2019/2020 \$ 1,006.72

Maintenance: 1,365 sq. ft. of landscaping area
lighting: 4 ea. @ 5,800 lumens, 1 ea @ 16,000 lumens
Project Management, 20 lots
Fund Balance: \$ 1,387.04

1. Landscape	1,365	sq.ft.	@	\$ 0.25	\$ 341.25
2. Graffiti Maintenance	1,365	sq.ft.	@	\$ 0.09	\$ 122.85
3. Tree Maintenance	1,365	sq.ft.	@	\$ 0.10	\$ 136.50
4. Postage	1,365	sq.ft.	@	\$ 0.10	\$ 136.50
5. Utilities	1,365	sq.ft.	@	\$ 0.25	\$ 341.25
6. Printing	1,365	sq.ft.	@	\$ 0.02	\$ 27.30
7. Repair/Maintenance	1,365	sq.ft.	@	\$ 0.30	\$ 409.50
				<u>\$ 1.11</u>	<u>\$ 1,515.15</u>

Maintenance	1,365	sq.ft.	x	\$ 1.11	=	\$ 1,515.15
Administrative Fee	\$ 1,515.15	@		10%	=	\$ 151.52
County Fee	20	@		\$ 1.00/per lot	=	\$ 20.00
Reserves	15% of total cost of maintenance					\$ 227.27
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit						\$ -
						<u>\$ 1,913.94</u>

Estimated Cost Per Year	<u>\$ 1,913.34</u>	=	\$ 95.70
	20		
2019/2020 Assessment	<u>\$ 1,913.34</u>	=	\$ 95.70
	20		
2020/2021 Assessment	<u>\$ 1,913.34</u>	=	\$ 95.70
	20		

District 8 - River Breeze Subdivision
Fiscal Year 2020/2021
Maximum Assessment \$5,043.35

Estimated Accumulated Costs 2019/2020 \$ 1,020.29

Maintenance:	1,000	sq.ft. of landscaping area, 25,600 sq. ft. of fire break
Lighting	9	8 @ 5,800 lumens, 1 @ 16,000 lumens
Project Management:	37	lots
Fund Balance:	\$ 1,610.74	

1. Landscape	1,000	sq.ft. @ \$	3.250 =	\$ 3,250.00
2. Graffiti Maintenance	1,000	sq.ft. @ \$	0.090 =	\$ 90.00
3. Tree Maintenance	1,000	sq.ft. @ \$	0.150 =	\$ 150.00
4. Postage	1,000	sq.ft. @ \$	0.020 =	\$ 20.00
5. Utilities	1,000	sq.ft. @ \$	0.250 =	\$ 250.00
6. Printing	1,000	sq.ft. @ \$	0.020 =	\$ 20.00
7. Repair/Maintenance	1,000	sq.ft. @ \$	0.030 =	\$ 30.00
		<u>\$</u>	<u>3.810 =</u>	<u>\$ 3,810.00</u>

Maintenance	1,000	sq.ft. x \$	3.810 =	\$ 3,810.00
Administrative Fee	\$ 3,560.00	x \$0.10		\$ 356.00
County Fee	37	x \$1.00/per lot		\$ 37.00
Reserves 15% of total cost of maintenance				\$ 571.50
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit				\$ -
				<u>\$ 4,774.50</u>

Estimated Cost Per Year	\$ <u>4,774.50</u> =	\$ 129.04
	37	

2020/2021 Assessment	\$ <u>4,774.50</u> =	\$ 129.04
	37	

District No. 10 Orchard Ridge Phase 4
Fiscal Year 2020/2021
Approved CPI 2003
Maximum Assessment \$359.99

Estimated Accumulated Costs 2019/2020 \$ 185.91

Maintenance: lighting 4 @ 5,800 lumens
Project Management: 19 lots
Fund Balance: \$ 244.71

1. Utilities	4 @ 5,800 lumens	@ \$	30.2100	=	\$	120.84
2. Printing	1	@ \$	50.0000	=	\$	50.00
						\$ 170.84

Maintenance	\$	170.84	x	1	=	\$	170.84
Administrative Fee	\$	170.84	x	\$ 0.10	=	\$	17.08
County Fee		19	x	\$1.00/per lot	=	\$	19.00
Reserves 15% of total cost of maintenance					=	\$	25.63
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit			=		=	\$	-
						\$ 232.55	

Estimated Cost Per Year \$ 232.55 = \$ 12.24
19

2019/2020 Assessment \$ 312.28 = \$ 16.44
19

2020/2021 Assessment \$ 232.55 = \$ 12.24
19

District No. 18 - Ohio North Subdivision
Fiscal Year 2020/2021
Maximum Assessment \$190.26

Estimated Accumulated Costs 2019/2020 \$ 229.21

Maintenance: lighting @ 5,800 lumens each
Project Management: 10 lots
Fund Balance: \$ 229.21

1. Utilities	2 @ 5,800 lumens @	\$30.21	=	\$ 60.42
2. Printing	1 @	\$50.00	=	\$ 50.00
				\$ 110.42

Maintenance	\$ 110.42	x 1	=	\$ 110.42
Administrative Fee	\$ 110.42	x \$ 0.10	=	\$ 11.04
County Fee	10 lots	x \$1.00/per lot	=	\$ 10.00
Reserves	15% of total maintenance		=	\$ 16.56
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit			=	\$ -
				\$ 148.02

Estimated Cost Per Year	\$ 148.02	10	=	\$ 14.80
2019/2020 Assessment	\$ 190.26	10	=	\$ 19.02
2020/2021 Assessment	\$ 190.26	10	=	\$ 19.02

District No. 19 Williams Ranch Phase 1 Subdivision

Fiscal Year 2020/2021

Maximum Assessment \$7,027.83

Approved CPI 2002 (Adjusted 2008)

Estimated Accumulated Costs 2019/2020 \$ 4,083.61

Maintenance:	13,910	sq.ft. of landscaping area
Project Management:	41 lots	
Fund Balance:	\$ 2,830.19	

1. Landscape	13,910	sq.ft. @ \$ 0.050	= \$ 695.50
2. Graffiti Maintenance	13,910	sq.ft. @ \$ 0.025	= \$ 347.75
3. Tree Maintenance	13,910	sq.ft. @ \$ 0.100	= \$ 1,391.00
4. Postage	13,910	sq.ft. @ \$ 0.010	= \$ 139.10
5. Utilities	13,910	sq.ft. @ \$ 0.080	= \$ 1,112.80
6. Printing	13,910	sq.ft. @ \$ 0.010	= \$ 139.10
7. Repair/Maintenance	13,910	sq.ft. @ \$ 0.040	= \$ 556.40
		<u>\$ 0.315</u>	= <u>\$ 4,381.65</u>

Maintenance	13,910	sq.ft. x \$ 0.315	= \$ 4,381.65
Administrative Fee	\$ 4,381.65	@ x \$ 0.10	= \$ 438.17
County Fee	41 lots	x \$1.00/per lot	= \$ 41.00
Reserves	15% of total cost of maintenance		= \$ 657.25
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit			= \$ -
			<u>\$ 5,518.06</u>

Estimated Cost Per Year	<u>\$ 5,518.06</u>	= \$ 134.58
	41	

2019/2020 Assessment	<u>\$ 5,518.06</u>	= \$ 134.58
	41	

2020/2021 Assessment	<u>\$ 5,518.06</u>	= \$ 134.58
	41	

District No. 20 - West View Place Subdivision
Fiscal Year 2020/2021
Maximum Assessment \$280.32

Estimated Accumulated Costs 2019/2020 \$ 186.82

Maintenance:	lighting:	3 ea @ 5,800 lumens
		1 ea @ 9,500 lumens
Project Management:	10	lots
Fund Balance:	\$	275.36

1. Utilities	3 @ 5,800 lumens	@ \$	30.210	=	each	\$	90.63
	1 @ 9,500 lumens	@ \$	36.270	=	each	\$	36.27
2. Printing	1	@ \$	50.000	=		\$	50.00
						<u>\$</u>	<u>176.90</u>

Maintenance	\$	176.90	x	1	=	\$	176.90
Administrative Fee	\$	176.90	x \$	0.10	=	\$	17.69
County Fee		10 lots	x \$1.00/per lot	=		\$	10.00
Reserves 15% of total cost of maintenance						\$	26.54
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit						<u>\$</u>	<u>-</u>
						<u>\$</u>	<u>231.13</u>

Estimated Cost Per Year	\$	<u>231.13</u>	=		\$	23.11
		10				

2019/2020 Assessment	\$	<u>231.13</u>	=		\$	23.11
		10				

2020/2021 Assessment	\$	<u>231.13</u>	=		\$	23.11
		10				

District No. 21 - Orchard Ridge Phase 7 Subdivision

Fiscal Year 2020/2021

Approved CPI 2007

(Adjusted 2008)

Maximum Assessment \$1,728.51

Estimated Accumulated Costs 2019/2020

\$ 1,034.73

Maintenance: 2,142 sq. ft. of landscaping area (30/74 of 5,950 sq. ft.)
 and lighting: 6 @ 5,800 lumens,
 Project Management: 30 lots
 Fund Balance: \$ 931.29

1. Landscape	2,142	sq. ft.	@ \$	0.200	=	\$	428.40
2. Graffiti	2,142	sq. ft.	@ \$	0.010	=	\$	21.42
3. Tree Maintenance	2,142	sq. ft.	@ \$	0.010	=	\$	21.42
4. Postage	2,142	sq. ft.	@ \$	0.020	=	\$	42.84
5. Utilities	2,142	sq. ft.	@ \$	0.150	=	\$	321.30
6. Printing	2,142	sq. ft.	@ \$	0.020	=	\$	42.84
7. Repair/Maintenance	2,142	sq. ft.	@ \$	0.010	=	\$	21.42
			\$	0.420		\$	899.64

Maintenance	\$	2,142.00	sq.ft.	x	\$	0.420	=	\$	899.64
Administrative Fee	\$	899.64		x	\$	0.10	=	\$	89.96
County Fee		30 lots		x	\$1.00/per lot	=	\$	30.00	
Reserves 15% of total cost of maintenance							\$	134.95	
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit							\$	-	
							\$	1,154.55	

Estimated Cost Per Year	\$	1,154.55	=	\$	38.48
		30			

2019/2020 Assessment	\$	1,154.55	=	\$	38.48
		30			

2020/2021 Assessment	\$	1,154.55	=	\$	38.48
		30			

District No. 23 River View
Fiscal Year 2020/2021
Approved CPI 2002
Maximum Assessment \$840.44

Estimated Accumulated Costs 2019/2020 \$ 396.35

Maintenance: lighting 11 ea. @ 5,800 lumens
Project Management: 36 lots
Fund Balance: \$ (168.04)

1. Utilities	11 @ 5,800 lumens	@ \$	30.2100	=	\$ 332.31
2. Printing	1	@ \$	50.0000	=	\$ 50.00
3. Postage	1	@ \$	31.8500		\$ 31.85
					\$ 414.16

Maintenance	\$ 414.16	x	1	=	\$ 414.16
Administrative Fee	\$ 414.16	x	\$ 0.10	=	\$ 41.42
County Fee	36	x	\$ 1.00/per lot	=	\$ 36.00
Reserves 15% of total cost of maintenance				=	\$ 62.12
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit				=	\$ -
					\$ 553.70

Estimated Cost Per Year \$ 553.70 = \$ 8.52
36

2019/2020 Assessment \$ 840.44 = \$ 12.92
36

2020/2021 Assessment \$ 840.44 = \$ 12.92
36

District No. 24 - Orchard Ridge Phase 8 Fiscal Year 2020/2021 Maximum Assessment \$2,607.14

Estimated Accumulated Costs 2019/2020 \$ 2,663.87

Maintenance: 3,538 sq.ft. of landscaping area
Project Management: 44 lots
Fund Balance: \$ (12,696.17)

1. Landscape	3,538	sq.ft. @ \$	0.190	=	\$	672.22
2. Graffiti Maintenance	3,538	sq.ft. @ \$	0.090	=	\$	318.42
3. Tree Maintenance	3,538	sq.ft. @ \$	0.150	=	\$	530.70
4. Postage	3,538	sq.ft. @ \$	0.020	=	\$	70.76
5. Utilities	3,538	sq.ft. @ \$	0.250	=	\$	884.50
6. Printing	3,538	sq.ft. @ \$	0.020	=	\$	70.76
7. Repair/Maintenance	3,538	sq.ft. @ \$	0.030	=	\$	106.14
			<u>\$ 0.750</u>	=	<u>\$</u>	<u>2,653.50</u>

Maintenance	3,538	sq.ft. x \$	0.75	=	\$	2,653.50
Administrative Fee	\$ 2,653.50	x \$	0.10	=	\$	265.35
County Fee	44	x \$1.00/per lot		=	\$	44.00
Reserves	15% of total cost of maintenance			=	\$	398.03
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit				=	\$	1,269.62
					<u>\$</u>	<u>4,630.49</u>

Estimated Cost Per Year	<u>\$ 4,630.49</u>	=	\$	105.24
	44			

2019/2020 Assessment	<u>\$ 2,607.14</u>	=	\$	59.26
	44			

2020/2021 Assessment	<u>\$ 2,607.14</u>	=	\$	59.26
	44			

District 26 - Orchard Ridge Phase 9 Subdivision
Fiscal Year 2020/2021
Maximum Assessment \$910.98

Estimated Accumulated Costs 2019/2020 \$ 646.34

Maintenance: Lighting: 14 each @ 5,800 lumens, 5 each @ 9,500 lumens
Project Management: 78 lots
Fund Balance: \$ (384.88)

Formula

1. Utilities	10 lumens @ \$30.21	=	\$	422.94
2. Printing/Copying	1 @ \$50.00	=	\$	50.00
			\$	472.94

Maintenance	\$ 472.94 x 1	=	\$	472.94
Administrative Fee	\$ 472.94 x \$0.10	=	\$	47.29
County Fee	47 x \$1.00/per lot	=	\$	47.00
Reserves 15% of total cost of maintenance		=	\$	70.94
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit			\$	-
			\$	638.18

Estimated Cost Per Year	\$	<u>638.18</u>	=	\$ 13.58
		47		

2019/2020 Assessment	\$	<u>910.98</u>	=	\$ 19.38
		47		

2020/2021 Assessment	\$	<u>910.98</u>	=	\$ 19.38
		47		

District No. 28 Meadowood Ph.3
Fiscal Year 2020/2021
Approved CPI 2004
(Adjustment 2004)
Maximum Assessment \$1,808.45

\$ 986.74

Maintenance:	lighting:	17 ea. @ 5,800 lumens
		9 ea. @ 9,500 lumens
Project Management:	78	lots
Fund Balance:	\$	474.23

1. Utilities	17 @ 5,800 lumens	@ \$	30.21	=	\$	513.57
	9 @ 9,500 lumens:	@ \$	36.27		\$	326.43
2. Printing	1	@ \$	50.00	=	\$	50.00
					\$	890.00

Maintenance	\$	890.00	x	1	=	\$	890.00
Administrative Fee	\$	890.00	x	\$ 0.10	=	\$	89.00
County Fee		78	x	1.00/per lot	=	\$	78.00
Reserves 15% of total cost of maintenance					=	\$	133.50
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	\$	-
						\$	1,190.50

Estimated Cost Per Year	\$	1,190.50	=	\$	15.26
		78			

$$\text{2019/2020 Assessment} \quad \frac{\$ \quad 1,808.45}{78} = \quad \$ \quad 23.18$$
$$\text{2020/2021 Assessment} \quad \frac{\$ \quad 1,808.45}{78} = \quad \$ \quad 23.18$$

District No. 30 - Sierra Meadows Phase 1 Subdivision
Fiscal Year 2020/2021
Approved CPI 2006
(Adjusted 2006)
Maximum Assessment \$16,773.66

Estimated Accumulated Costs 2019/2020

\$ 10,440.77

Maintenance:	26,639	sq.ft. of landscaping area, 2739 feet of wall
Lighting:	32	23 @ 5,800 lumens, 4 @ 9,500 lumens
		5 @ 16,000 lumens
Project Management:	56	lots
Fund Balance:	\$ 6,363.19	

1. Landscape	26,639	sq.ft.	@ \$	0.1900	=	\$ 5,061.41
2. Graffiti Maintenance	26,639	sq.ft.	@ \$	0.0250	=	\$ 665.98
3. Tree Maintenance	26,639	sq.ft.	@ \$	0.0500	=	\$ 1,331.95
4. Weed Abatement	26,639	sq.ft.	@ \$	0.0100	=	\$ 266.39
5. Graffiti Maintenance	26,639	sq.ft.	@ \$	0.0059	=	\$ 157.17
6. Tree Maintenance	26,639	sq.ft.	@ \$	0.0040	=	\$ 106.56
7. Postage	26,639	sq.ft.	@ \$	0.0060	=	\$ 159.83
				<u>\$ 0.2909</u>		<u>\$ 7,749.29</u>

Maintenance	26,639	sq.ft.	@ x \$	0.29090	=	\$ 7,749.29
Administrative Fee	\$ 7,749.29		x \$	0.10	=	\$ 774.93
County Fee	56 lots		x \$1.00/per lot		=	\$ 56.00
Reserves 15% of total cost of maintenance					=	\$ 1,162.39
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	\$ -
						<u>\$ 9,742.61</u>

Estimated Cost Per Year	<u>\$ 9,742.61</u>	=	\$ 173.98
	56		

2019/2020 Assessment	<u>\$ 9,742.61</u>	=	\$ 173.98
	56		

2020/2021 Assessment	<u>\$ 9,742.61</u>	=	\$ 173.98
	56		

District No. 31 Williams Ranch Phase 2 & 3 Subdivision

Fiscal Year 2020/2021

Approved CPI 2006 (Adjusted 2006)

Maximum Assessment \$2,303.51

Estimated Accumulated Costs 2019/2020

\$ 3,950.34

Maintenance:	6,512	sq.ft. of landscaping area, 437 feet of wall
Lighting:	26	24 @ 5,800 lumens, 2 ea. @ 16,000 lumens
Project Management:	85	
Fund Balance:	\$ 20,343.25	

1. Landscape	6,512	sq.ft.	@ \$ 0.190	=	\$ 1,237.28
2. Graffiti Maintenance	6,512	sq.ft.	@ \$ 0.025	=	\$ 162.80
3. Tree Maintenance	6,512	sq.ft.	@ \$ 0.130	=	\$ 846.56
4. Postage	6,512	sq.ft.	@ \$ 0.010	=	\$ 65.12
5. Utilities	6,512	sq.ft.	@ \$ 0.080	=	\$ 520.96
6. Printing	6,512	sq.ft.	@ \$ 0.010	=	\$ 65.12
7. Repair/Maintenance	6,512	sq.ft.	@ \$ 0.040	=	\$ 260.48
			<u>\$ 0.485</u>		<u>\$ 3,158.32</u>

Maintenance	6,512	sq.ft.	x \$ 0.485	=	\$ 3,158.32
Administrative Fee	\$ 3,158.32		x \$ 0.10	=	\$ 315.83
County Fee	85 lots		x \$1.00/per lot	=	\$ 85.00
Reserves 15% of total cost of maintenance				=	\$ 473.75
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit				=	<u>\$ (2,034.33)</u>
					<u>\$ 1,998.58</u>

Estimated Cost Per Year	<u>\$ 1,998.58</u>	=	\$ 23.51
	85		

2019/2020 Assessment	<u>\$ 2,303.51</u>	=	\$ 27.10
	85		

2020/2021 Assessment	<u>\$ 2,303.51</u>	=	\$ 27.10
	85		

District No. 32 - Sunrise Villa Phase 1-3
Fiscal Year 2020/2021
Approved CPI 2006
Maximum Assessment \$1,513.54

Estimated Accumulated Costs 2019/2020

\$ 510.18

Maintenance: lighting 13ea. @ 5,800 lumens
Project Management: 54 lots
Fund Balance: \$ 1,050.70

1. Utilities	13 @ 5,800 lumens	@ \$ 30.2100	=	\$ 392.73
2. Printing	1	@ \$ 50.0000	=	\$ 50.00
				<u>\$ 442.73</u>

Maintenance	\$ 442.73	x 1	=	\$ 442.73
Administrative Fee	\$ 442.73	x \$ 0.10	=	\$ 44.27
County Fee	54	x \$1.00/per lot	=	\$ 54.00
Reserves 15% of total cost of maintenance			=	\$ 66.41
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit			=	\$ 105.07
				<u>\$ 712.48</u>

Estimated Cost Per Year \$ 712.48 = \$ 13.19
54

2019/2020 Assessment \$ 677.38 = \$ 12.54
54

2020/2021 Assessment \$ 677.38 = \$ 12.54
54

District 34 - Meadow Breeze Phase 2
Fiscal Year 2020/2021
Maximum Assessment \$1,928.30

Estimated Accumulated Costs 2019/2020 \$ 2,236.84

Maintenance: Lighting: 14 each @ 5,800 lumens, 5 each @ 9,500 lumens
Project Management: 78 lots
Fund Balance: \$ (3,102.65)

			Formula
1. Utilities	14 lumens @ \$52.08	=	\$ 729.12
	5 lumens @ \$104.16	=	\$ 580.80
2. Printing/Copying	1 @ \$50.00	=	\$ 50.00
			<u>\$ 1,359.92</u>

Maintenance	\$ 1,359.92	x	1	=	\$ 1,359.92
Administrative Fee	\$ 1,359.92	x	\$0.10	=	\$ 135.99
County Fee	78	x	\$1.00/per lot	=	\$ 78.00
Reserves 15% of total cost of maintenance				=	\$ 203.99
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					<u>\$ -</u>
					<u>\$ 1,777.90</u>

Estimated Cost Per Year	\$ <u>1,777.90</u>	=	\$ 11.48
	78		
2019/2020 Assessment	\$ <u>1,928.30</u>	=	\$ 24.72
	78		
2020/2021 Assessment	\$ <u>1,928.30</u>	=	\$ 24.72
	78		

District 35 - Meadow Breeze Phase 1

Fiscal Year 2020/2021

Maximum Assessment \$1,001.39

Estimated Accumulated Costs 2019-2020 \$ 1,393.22

Maintenance: lighting: 9 lumens @ 5,800 each
 Project Management: 44 lots
 Fund Balance: \$ (1,911.75)

					Formula
1 Utilities	9 lumens	@	\$ 52.08	=	\$ 468.72
2 Printing/Copying	1	@	\$ 36.27	=	\$ 36.27
					<u>\$ 504.99</u>

Maintenance	\$ 504.99	x	1	=	\$ 504.99
Administrative Fee	\$ 308.16	x	\$ 0.10	=	\$ 30.82
County Fee	44 lots	x	\$1.00/per lot	=	\$ 44.00
Reserves 15% of total cost of maintenance					\$ 148.12
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					<u>\$ -</u>
					<u>\$ 727.93</u>

Estimated Cost Per Year	<u>\$ 727.93</u>	=	\$ 16.54
	44		

2020/2021 Assessment	<u>\$ 1,001.39</u>	=	\$ 22.76
	44		

District No. 37 - River View Phase 4 Subdivision
Fiscal Year 2020/2021
Approved CPI 2007
Maximum Assessment \$508.84

Estimated Accumulated Costs 2018/2019 \$ 221.92

Maintenance: lighting 5 ea. @ 5,800 lumens
Project Management: 17 lots
Fund Balance: \$ 194.95

1. Utilities	5 @ 5,800 lumens	@ \$	52.0800	=	\$ 260.04
2. Printing	1	@ \$	50.0000	=	\$ 50.00
3. Postage	17	@ \$	0.4900		\$ 8.33
					\$ 318.37

Maintenance	\$ 209.38	x	1	=	\$ 209.38
Administrative Fee	\$ 318.37	x \$	0.10	=	\$ 31.84
County Fee	17	x \$1.00/per lot		=	\$ 17.00
Reserves 15% of total cost of maintenance				=	\$ 47.76
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit		=		=	\$ -
					\$ 305.97

Estimated Cost Per Year \$ 305.97 = \$ 18.00
17

2020/2021 Assessment \$ 278.73 = \$ 16.40
17

District 38 - Ranch Victoria, Phase One Subdivision
Fiscal Year 2020/2021
Maximum Assessment \$529.89

Estimated Accumulated Costs 2018/2019 \$ 655.31

Maintenance: lighting: 2 lumens @ 5,800 each
Project Management: 6 lots
Fund Balance: \$ (382.10)

						Formula
1 Utilities	2 lumens	@	\$ 30.21	=	\$	60.42
2 Printing/Copying	1	@	\$ 50.00	=	\$	50.00
					\$	110.42

Maintenance	\$ 110.42	x	1	=	\$	110.42
Administrative Fee	\$ 110.42	x	\$ 0.10	=	\$	11.04
County Fee	6	x	\$1.00/per lot	=	\$	6.00
Reserves 15% of total cost of maintenance					\$	148.12
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					\$	-
					\$	275.58

Estimated Cost Per Year	\$	529.89				
		6	=	\$	88.32	

2017/2018 Assessment	\$	529.89				
		6	=	\$	88.32	

2020/2021 Assessment	\$	529.89				
		6	=	\$	88.32	

District 39 - Williams Ranch Phase 4 Subdivision
Fiscal Year 2020/2021
Maximum Assessment \$1,207.85

Estimated Accumulated Costs 2018/2019 \$ 654.32

Maintenance: lighting: 17 lumens @ 5,800 each
Project Management: 59 lots
Fund Balance: \$ 382.69

					Formula
1 Utilities	17 lumens	@	\$ 30.21	=	\$ 513.57
2 Printing/Copying	1	@	\$ 50.00	=	\$ 50.00
					\$ 563.57

Maintenance	\$ 563.57	x	1	=	\$ 563.57
Administrative Fee	\$ 563.57	x	\$ 0.10	=	\$ 56.36
County Fee	59	x	\$1.00/per lot	=	\$ 6.00
Reserves 15% of total cost of maintenance				=	\$ 148.12
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit =				=	\$ -
					\$ 774.05

Estimated Cost Per Year	<u>\$ 774.05</u>		59	=	\$ 13.12
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2020/2021 Assessment	<u>\$ 774.05</u>		59	=	\$ 13.12
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District No. 40 - Amalene Estates
Fiscal Year 2020/2021
Approved CPI 2007 (Adjusted 2007)
Maximum Assessment \$7648.22

Estimated Accumulated Costs 2019/2020 \$ 3,624.68

Maintenance:	5,445	sq. ft. of landscaping area, 736 ft. of wall
Lighting:	16	ea. @ 5,800 lumens, 1 ea. @ 16,000 lumens
Project Management:	26	lots
Fund Balance:	\$ (5,486.68)	

1. Landscape	5,445	sq.ft.	@	\$ 0.190	= \$	1,034.55
2. Graffiti Maintenance	5,445	sq.ft.	@	\$ 0.025	= \$	136.13
3. Tree Maintenance	5,445	sq.ft.	@	\$ 0.130	= \$	707.85
4. Postage	5,445	sq.ft.	@	\$ 0.010	= \$	54.45
5. Utilities	5,445	sq.ft.	@	\$ 0.080	= \$	435.60
6. Printing	5,445	sq.ft.	@	\$ 0.010	= \$	54.45
7. Repair/Maintenance	5,445	sq.ft.	@	\$ 0.040	= \$	217.80
				<u>\$ 0.485</u>	<u>= \$</u>	<u>2,640.83</u>

Maintenance	5,445	sq.ft.	x	0.485	= \$	2,640.83
Administrative Fee	\$ 2,640.83		x	\$0.10	= \$	264.08
County Fee	26		x	\$1.00/per lot	= \$	26.00
Reserves	15% of total cost of maintenance				= \$	396.12
Eliminate deficit fund balance over 10 years - 10% of fund deficit					= \$	265.59
					<u>= \$</u>	<u>3,592.62</u>

Estimated Cost Per Year	<u>\$ 3,592.62</u>	=	\$ 138.18
	26		

2020/2021 Assessment	<u>\$ 7,648.22</u>	=	\$ 294.16
	26		

District 44 - Summit Estates Phase 1 Subdivision

Fiscal Year 2020/2021

Maximum Assessment \$5,629.48

(Adjusted 2008)

Estimated Accumulated Costs 2019/2020 \$ 4,007.23

Maintenance: 4,300 sq.ft. of landscaping area, 242 ft. of wall, and
 20 ea. @ 5,800 lumens, 3 ea. @ 9,500 lumens
 Project Management: 69
 Fund Balance: \$ (396.48)

1. Landscape	4,300	sq.ft. @ \$	0.400	=	\$	1,720.00
2. Graffiti Maintenance	4,300	sq.ft. @ \$	0.025	=	\$	107.50
3. Tree Maintenance	4,300	sq.ft. @ \$	0.100	=	\$	430.00
4. Postage	4,300	sq.ft. @ \$	0.010	=	\$	43.00
5. Utilities	4,300	sq.ft. @ \$	0.080	=	\$	344.00
6. Printing	4,300	sq.ft. @ \$	0.010	=	\$	43.00
7. Repair/Maintenance	4,300	sq.ft. @ \$	0.040	=	\$	172.00
			<u>\$ 0.665</u>	=	<u>\$</u>	<u>2,859.50</u>

Maintenance	4,300	sq.ft. x \$	0.665	=	\$	2,859.50
Administrative Fee	\$ 2,859.50	x \$	0.10	=	\$	285.95
County Fee	69	x \$1.00/per lot		=	\$	69.00
Reserves	15% of total cost of maintenance			=	\$	428.93
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit				=	\$	-
					<u>\$</u>	<u>3,643.38</u>

Estimated Cost Per Year	<u>\$ 3,643.38</u>	=	\$ 52.80
	69		

2020/2021 Assessment	<u>\$ 3,643.38</u>	=	\$ 52.80
	69		

District No. 46- Moorea Manor
Fiscal Year 2020/2021
Approved CPI 2009
Maximum Assessment \$4202.28

Estimated Accumulated Costs 2019/2020 \$ 1,261.76

Maintenance:	1,460		sq. ft. of landscaping area, 286 ft. of wall
Lighting:	4		ea. @ 5,800 lumens
Project Management:	16		lots
Fund Balance:	\$ 706.29		

1. Landscape	1,460	sq.ft.	@	\$ 0.190	=	\$ 277.40
2. Graffiti Maintenance	1,460	sq.ft.	@	\$ 0.025	=	\$ 36.50
3. Tree Maintenance	1,460	sq.ft.	@	\$ 0.130	=	\$ 189.80
4. Postage	1,460	sq.ft.	@	\$ 0.010	=	\$ 14.60
5. Utilities	1,460	sq.ft.	@	\$ 0.080	=	\$ 116.80
6. Printing	1,460	sq.ft.	@	\$ 0.010	=	\$ 14.60
7. Repair/Maintenance	1,460	sq.ft.	@	\$ 0.040	=	\$ 58.40
				\$ 0.485		\$ 2,640.83

Maintenance	1,460	sq.ft.	x	0.485	=	\$ 708.10
Administrative Fee	\$ 2,640.83		x	\$0.10	=	\$ 264.08
County Fee	16		x	\$1.00/per lot	=	\$ 16.00
Reserves	15% of total cost of maintenance				=	\$ 396.12
Eliminate deficit fund balance over 10 years - 10% of fund deficit					=	\$ -
						\$ 1,384.31

Estimated Cost Per Year	\$ 1,384.31	=	\$ 86.52
	16		

2020/2021 Assessment	\$ 1,384.31	=	\$ 86.52
	16		

District 47 - Chelsea Glen Subdivision Fiscal Year 2020/2021
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Estimated Accumulated Costs 2020/2021

\$ -

Maintenance:	4,560	sq. ft. of landscaping area
Lighting	12	ea. @ 16,000 lumens
Project Management:	90	lots
Fund Balance:	\$ -	

1. Landscape	4,560	sq.ft. @ \$	0.190	=	\$	866.40
2. Graffiti Maintenance	4,560	sq.ft. @ \$	0.090	=	\$	410.40
3. Tree Maintenance	4,560	sq.ft. @ \$	0.150	=	\$	684.00
4. Postage/Printing	4,560	sq.ft. @ \$	0.040	=	\$	182.40
5. Utilities	4,560	sq.ft. @ \$	0.250	=	\$	1,140.00
6. Repair/Maintenance	4,560	sq.ft. @ \$	0.030	=	\$	136.80
			<u>\$ 0.750</u>	=	<u>\$</u>	<u>3,420.00</u>

Maintenance	4,560	sq.ft. x \$	0.750	=	\$	3,420.00
Administrative Fee	\$ 3,420.00	x \$0.10		=	\$	342.00
County Fee	90	x \$1.00/per lot		=	\$	90.00
Reserves 15% of total cost of maintenance				=	\$	513.00
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit				=	\$	-
					<u>\$</u>	<u>4,365.00</u>

Estimated Cost Per Year	\$	<u>4,365.00</u>	=	\$	48.50
		90			

2020/2021 Assessment	\$	<u>4,365.00</u>	=	\$	48.50
		90			

District 48 - Nader Homes
Fiscal Year 2020/2021

Estimated Accumulated 2019/2020 \$ -

Maintenance: 8,450 sq.ft. of landscaping
 Project Management: 43 lots, lighting 11 lumens @ 5,800
 Fund Balance: \$ 29,218.70

Maintenance

1. Landscape/Tree Maintenance	8,450 @	\$	0.350	=	\$	2,957.50
2. Graffiti Maintenance	8,450 @	\$	0.010	=	\$	84.50
3. Postage	8,450 @	\$	0.025	=	\$	211.25
4. Utilities	8,450 @	\$	0.012	=	\$	101.40
5. Printing	8,450 @	\$	0.140	=	\$	1,183.00
6. Repair/Maintenance	8,450 @	\$	0.025	=	\$	211.25
			0.562	=	\$	4,748.90

Maintenance	8,450	\$	0.562	=	\$	4,748.90
Administrative Fee	\$ 4,748.90 x	\$	0.100	=	\$	474.89
County Fee	43 lots @ \$1.00/per lot			=	\$	43.00
Reserves 15% of total cost of maintenance				=	\$	712.34
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit				=	\$	-
Total					\$	5,979.13

Estimated Cost Per Year:	\$	5,979.13	=	\$	139.04
		43			

2020/2021 Assessment	\$	5,979.13	=	\$	139.04
		43			

District 49 - Ranch Victoria Phase 2, 3, & 4
Fiscal Year 2020/2021

Estimated Accumulated 2019/2020 \$ -

Maintenance: 1,535 sq.ft. of landscaping
 Project Management: 44 lots, lighting 12 lumens @ 5,800, 1 @ 16,000
 Fund Balance: \$ -

Maintenance

1. Landscape/Tree Maintenance	1,535 @	\$	0.450	=	\$	690.75
2. Graffiti Maintenance	1,535 @	\$	0.090	=	\$	138.15
3. Postage	1,535 @	\$	0.150	=	\$	230.25
4. Utilities	1,535 @	\$	0.070	=	\$	107.45
5. Printing	1,535 @	\$	0.150	=	\$	230.25
6. Repair/Maintenance	1,535 @	\$	0.150	=	\$	230.25
			1.060	=	\$	1,627.10

Maintenance	1,535	\$	1.060	=	\$	1,627.10
Administrative Fee	\$ 1,627.10 x	\$	0.100	=	\$	162.71
County Fee	44 lots @ \$1.00/per lot			=	\$	44.00
Reserves 15% of total cost of maintenance				=	\$	244.07
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit				=	\$	-
Total					\$	2,077.88

Estimated Cost Per Year:	<u>\$ 2,077.88</u>	=	<u>\$ 47.22</u>
	44		

2020/2021 Assessment	<u>\$ 2,077.88</u>	=	<u>\$ 47.22</u>
	44		

District 50 -Riverview Estates
Fiscal Year 2020/2021

Estimated Accumulated 2019/2020 \$ -

Maintenance: 2,190 sq.ft. of landscaping
 Project Management: 33 lots, lighting 12 lumens @ 5,800, 1 @ 16,000
 Fund Balance: \$ -

Maintenance

1. Landscape/Tree Maintenance	2,190 @	\$	0.450	=	\$	985.50
2. Graffiti Maintenance	2,190 @	\$	0.090	=	\$	197.10
3. Postage	2,190 @	\$	0.150	=	\$	328.50
4. Utilities	2,190 @	\$	0.070	=	\$	153.30
5. Printing	2,190 @	\$	0.150	=	\$	328.50
6. Repair/Maintenance	2,190 @	\$	0.150	=	\$	328.50
			<u>1.060</u>	=	\$	<u>2,321.40</u>

Maintenance	2,190	\$	1.060	=	\$	2,321.40
Administrative Fee	\$ 2,321.40 x	\$	0.100	=	\$	232.14
County Fee	33 lots @ \$1.00/per lot			=	\$	33.00
Reserves 15% of total cost of maintenance				=	\$	348.21
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit				=	\$	-
Total					\$	<u>2,934.75</u>

Estimated Cost Per Year: \$ 2,934.75 = \$ 88.92
33

2020/2021 Assessment \$ 2,934.75 = \$ 88.92
33

District 51 - Summit Estates Two, Phase One Fiscal Year 2020/2021

Estimated Accumulated Costs 2019/2020 \$ -

Maintenance:	Lighting:24 each @ 5,800 lumens
Project Management:	74 lots
Fund Balance:	\$ -

1. Utilities	10 lumens @ \$52.08	=	\$ 1,249.92
2. Printing/Copying	74 @ \$ 1.00	=	\$ 74.00
			<u>\$ 1,323.92</u>

Maintenance	\$ 1,323.92	x	1	=	\$ 1,323.92
Administrative Fee	\$ 1,323.92	x	\$0.10	=	\$ 132.39
County Fee	74	x	\$1.00/per lot	=	\$ 74.00
Reserves 15% of total cost of maintenance				=	\$ 198.59
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					\$ -
					<u>\$ 1,728.90</u>

Estimated Cost Per Year	\$ <u>1,728.90</u>	=	\$ 23.36
	74		

2020/2021 Assessment	\$ <u>1,728.90</u>	=	\$ 23.36
	74		

District 52 - Summit Heritage Villas Subdivision
Fiscal Year 2020/2021

Estimated Accumulated 2019/2020 \$ -

Maintenance: 1,782 sq.ft. of landscaping
 Project Management: 16 lots, lighting 12 lumens @ 5,800, 1 @ 16,000
 Fund Balance: \$ -

Maintenance

1. Landscape/Tree Maintenance	1,782 @	\$	0.200	=	\$	356.40
2. Graffiti Maintenance	1,782 @	\$	0.000	=	\$	-
3. Postage	1,782 @	\$	0.150	=	\$	267.30
4. Utilities	1,782 @	\$	0.020	=	\$	35.64
5. Printing	1,782 @	\$	0.150	=	\$	267.30
6. Repair/Maintenance	1,782 @	\$	0.150	=	\$	267.30
			<u>0.670</u>	=	<u>\$</u>	<u>1,193.94</u>

Maintenance	1,782	\$	0.670	=	\$	1,193.94
Administrative Fee	\$ 1,193.94 x	\$	0.100	=	\$	119.39
County Fee	16 lots @ \$1.00/per lot			=	\$	16.00
Reserves 15% of total cost of maintenance				=	\$	179.09
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit				=	\$	-
Total					<u>\$</u>	<u>1,508.43</u>

Estimated Cost Per Year: \$ 1,508.43 = \$ 94.28
16

2020/2021 Assessment \$ 1,508.43 = \$ 94.28
16

District 53 - Trooper Terrace
Fiscal Year 2020/2021

Estimated Accumulated 2019/2020 \$ -

Maintenance: 4,414 sq.ft. of landscaping
 Project Management: 17 lots, lighting 11 lumens @ 5,800
 Fund Balance: \$ -

Maintenance

1. Landscape/Tree Maintenance	4,414 @	\$	0.200	=	\$	882.80
2. Graffiti Maintenance	4,414 @	\$	0.070	=	\$	308.98
3. Postage/Printing	4,414 @	\$	0.005	=	\$	22.07
4. Utilities	4,414 @	\$	0.100	=	\$	441.40
6. Repair/Maintenance	4,414 @	\$	0.150	=	\$	662.10
			<u>0.525</u>	=	\$	<u>2,317.35</u>

Maintenance	4,414	\$	0.525	=	\$	2,317.35
Administrative Fee	\$ 2,317.35 x	\$	0.100	=	\$	231.74
County Fee	17 @ \$1.00/per lot			=	\$	17.00
Reserves 15% of total cost of maintenance				=	\$	347.60
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit				=	\$	-
Total					\$	<u>2,913.69</u>

Estimated Cost Per Year:	\$	<u>2,913.69</u>	=	\$	171.38
		17			

2020/2021 Assessment	\$	<u>2,913.69</u>	=	\$	171.38
		17			

District 54 - Windsor Court
Fiscal Year 2020/2021

Estimated Accumulated 2019/2020 \$ -

Maintenance: 33,256 sq.ft. of landscaping
 Project Management: 80 lots, lighting 11 lumens @ 5,800
 Fund Balance: \$ -

Maintenance

1. Landscape/Tree Maintenance	33,256 @	\$	0.120	=	\$	3,990.72
2. Graffiti Maintenance	33,256 @	\$	0.025	=	\$	831.40
3. Tree Maintenance	33,256		0.045		\$	1,496.52
4. Postage/Printing	33,256 @	\$	0.003	=	\$	99.77
5. Utilities	33,256 @	\$	0.060	=	\$	1,995.36
6. Repair/Maintenance	33,256 @	\$	0.050	=	\$	1,662.80
			<u>0.303</u>	=	\$	<u>10,076.57</u>

Maintenance	33,256	\$	0.303	=	\$	10,076.57
Administrative Fee	\$ 10,076.57 x	\$	0.100	=	\$	1,007.66
County Fee	80 @ \$1.00/per lot			=	\$	80.00
Reserves 15% of total cost of maintenance				=	\$	1,511.49
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit				=	\$	-
Total					\$	<u>12,675.71</u>

Estimated Cost Per Year: \$ 12,675.71 = \$ 158.44
80

2020/2021 Assessment \$ 12,675.71 = \$ 158.44
80

Annexation No. 3 Porter Creek, District No. 2 North Creek, District No. 6 Creekview Fiscal Year 2020/2021
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Estimated Accumulated 2019/2020	\$ 23,676.60
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Maintenance:	125,477 sq.ft. of landscaping
Project Management:	297 lots, lighting 5 lumens @ 5,800
Fund Balance:	\$ 29,218.70

Maintenance

1. Landscape/Tree Maintenance	125,477 @	\$	0.125	=	\$	15,684.63
2. Grafitti Maintenance	125,477 @	\$	0.02	=	\$	2,509.54
3. Postage	125,477 @	\$	0.005	=	\$	627.39
4. Utilities	125,477 @	\$	0.06	=	\$	7,528.62
5. Printing	125,477 @	\$	0.005	=	\$	627.39
6. Repair/Maintenance	125,477 @	\$	0.01	=	\$	1,254.77
			<u>0.225</u>	=	\$	<u>28,232.33</u>

Maintenance	125,477		\$	0.23	=	\$	28,232.33
Administrative Fee	\$ 28,232.33 x		\$	0.10	=	\$	2,823.23
County Fee	297 lots @ \$1.00/per lot				=	\$	297.00
Reserves 15% of total cost of maintenance					=	\$	4,234.84
Eliminate Deficit Fund Balance over 10 years - 10% of fund deficit					=	\$	-
Total						\$	<u>35,587.40</u>

Estimated Cost Per Year:	<u>\$35,587.40</u>	=	\$	119.82
	297			
2019/2020 Assessment	<u>\$34,319.40</u>	=	\$	115.54
	297			
2020/2021 Assessment	<u>\$34,319.40</u>	=	\$	115.54
	297			

Westwood Estates Consolidated
District 1 Westwood Estates Subdivision,
Annexation 5 - Westwood Estates Unit 4 & Unit 5 Subdivision
District No. 12 - Westwood Estates Unit 5, Phase 2 Subdivision
Fiscal Year 2020/2021

Estimated Accumulated Costs 2019/2020 \$ 19,176.17

Maintenance: 47,462 sq. ft. of landscaping are (30/74 of 5450 sq. ft.)
 Project Management: 207 lots
 Fund Balance: \$ 2,117.72

1. Landscape	47,462	sq.ft.	@	\$ 0.170	=	\$ 8,068.54
2. Graffiti Maintenance	47,462	sq.ft.	@	\$ 0.020	=	\$ 949.24
3. Postage	47,462	sq.ft.	@	\$ 0.005	=	\$ 237.31
4. Utilities	47,462	sq.ft.	@	\$ 0.120	=	\$ 5,695.44
5. Printing	47,462	sq.ft.	@	\$ 0.005	=	\$ 237.31
6. Repair/Maintenance	47,462	sq.ft.	@	\$ 0.020	=	\$ 949.24
				<u>\$ 0.340</u>		<u>\$ 16,137.08</u>

Maintenance	47,462	sq.ft.	x	0.340	=	\$ 16,137.08
Administrative Fee	\$ 16,137.08		x	\$0.10	=	\$ 1,613.71
County Fee	207		x	\$1.00/per lot	=	\$ 207.00
Reserves	15% of total cost of maintenance				=	\$ 2,420.56
Eliminate deficit fund balance over 10 years - 10% of fund deficit					=	\$ -
						<u>\$ 20,378.35</u>

Estimated Cost Per Year	<u>\$ 20,378.35</u>	=	\$ 98.45
	207		
2019/2020 Assessment	<u>\$ 18,364.44</u>	=	\$ 88.72
	207		
2020/2021 Assessment	<u>\$ 18,364.44</u>	=	\$ 88.72
	207		

This concludes the 2020/2021 Landscape and Lighting District Engineer's Report.
 Javier Sanchez, Jr., 70356



RESOLUTION NO.: -2020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE ORDERING THE CONTINUED MAINTENANCE OF LANDSCAPING AND LIGHTING MAINTENANCE DISTRICTS AND CONFIRMING THE ENGINEER'S REPORT AND ASSESSMENT FOR 2020-2021 FISCAL YEAR

WHEREAS, the City Council of the City of Porterville did on the 21th day of July, 2020 adopt its Resolution of Intention No. 60-2020 to order the therein described work in connection with the continuation of assessment procedures in Landscape and Lighting Maintenance Districts, which Resolution of Intention No. 60-2020 was duly and legally published in the time, form and manner as required by Law, shown by the Affidavit of Publication of said Resolution of Intention on file in the Office of the City Clerk; and

WHEREAS, said City Council having duly received and considered evidence, oral and documentary, concerning the jurisdiction facts in the proceeding and concerning the necessity for the contemplated work and the benefits to be derived there from, and said City Council having now acquired jurisdiction to order the proposed work;

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

SECTION 1. IT IS HEREBY RESOLVED by the City Council of the City of Porterville that the public interest and convenience require the continuation of assessment procedures for the districts, and said City Council hereby orders that the work and assessment, as set forth and described in said Resolution of Intention No. 60-2020 be done and made; and

SECTION 2. BE IT FURTHER RESOLVED that the report filed by the Engineer is hereby finally approved; and

SECTION 3. BE IT FURTHER RESOLVED that the assessments for fiscal year 2020-2021 and method of assessment in the Engineer's Report are hereby approved; and

SECTION 4. BE IT FINALLY RESOLVED that the assessments are in compliance with California Code, that they are without regard to property valuation, and in compliance with Chapter 1, Article 4, and Chapter 3, Division 15 of the Streets and Highway Code allowing the placement of the charge on the tax roll for collection.

APPROVED, PASSED AND ADOPTED this 4th day of August, 2020.

Martha A. Flores, Mayor

ATTEST:

John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk



CITY COUNCIL AGENDA – AUGUST 4, 2020

SUBJECT: Consideration of a Letter of Support for Ratification of the Tule River Tribe's Compact with the State of California for the Proposed Relocation of Eagle Mountain Casino to the City of Porterville

SOURCE: City Manager's Office

COMMENT: As the City Council is aware, on October 7, 2019, the Department of the Interior issued a Secretarial Determination on the Tule River Tribe's fee-to-trust application to take its 40-acre property adjacent to the Porterville Municipal Airport into trust for gaming purposes, making the finding that the relocation of Eagle Mountain Casino would not be detrimental to the surrounding community, facilitating the relocation of the casino into the city of Porterville.

At its meeting on July 30, 2019, the City Council approved a Memorandum of Understanding (MOU) with the Tribe in support of the casino's relocation, and at its meeting on January 7, 2020, the County Board of Supervisors approved its MOU with the Tribe.

With approved MOU's with both the City and the County, the Tribe began meeting with Governor Newsom's Office in the month of January 2020 in seeking the Governor's concurrence with the Secretarial Determination and the relocation of the casino, which the Tribe requested a Letter of Support from the City and was approved by Council at its meeting on January 21, 2020.

The Tribe has informed the City that it anticipates Governor Newsom to approve its new Compact and recommend its approval to the State Legislature the week of August 10, 2020, and has requested a Letter of Support from the City in support of the Compact, a draft of which is provided for the Council's consideration. Though initially being considered as part of the Compact, the Governor's concurrence with the Secretarial Determination is anticipated to be signed separately from the Compact but at the same time as the Compact.

RECOMMENDATION: That the City Council consider the draft Letter of Support, making any edits/modifications it deems appropriate.

ATTACHMENTS:

1. Draft Letter
2. City Letter of Support for Secretarial Determination Concurrence: January 21, 2020
3. City of Porterville and Tule River Tribe Memorandum of Understanding

Appropriated/Funded:

Review By:

Department Director:

John Lollis, City Manager

Final Approver: John Lollis, City Manager

August 4, 2020

Honorable Governor Gavin Newsom
1303 10th Street, Suite 1173
Sacramento, California 95814

Re: Ratification of the Tule River Indian Tribe Compact – AB 2238 (2019-2020)

Dear Governor Newsom:

On behalf of the City of Porterville and City Council (“City”), please accept this letter in support of the ratification of the Tule River Indian Tribe’s (“Tribe”) Tribal-State Compact with the State of California (“Compact”). The City has continually supported the Tribe’s efforts to relocate the existing Eagle Mountain Casino to the city of Porterville to a 40-acre site currently within the City’s jurisdiction (“Relocation Project”), and respectfully requests the State Legislature to ratify the Compact as soon as reasonably practical to enable the Tribe to move forward with the Relocation Project.

As the Relocation Project has progressed, the Tribe has demonstrated its commitment to ensure any gaming activity undertaken by the Tribe has minimal impacts on the City and surrounding community, which is reflected in a memorandum of understanding between the City and the Tribe. In addition, the Relocation Project is a rare opportunity for the Tribe to assist the City in addressing the limited availability of potable water and the above average unemployment rates impacting the region (the Relocation Project is estimated to create hundreds of new permanent jobs).

The COVID-19 pandemic has further exacerbated the unemployment rate and has challenged local economic development with the city. The Relocation Project would not only bring much needed economic development to the city, but also stimulate economic development and generally boost the local economy.

The City would sincerely appreciate the opportunity to testify before the State Legislature in support of the ratification of the Tribe’s Compact, either in person or virtually as is permitted. Thank you for your time and attention in this important community regard, and please do not hesitate to contact the City should you desire any additional information or have any questions.

Sincerely,

Martha A. Flores
Mayor

January 21, 2020

Ms. Anna Naimark
Tribal Negotiations Advisor
Office of Governor Newsom
1303 10th Street, Suite 1173
Sacramento, California 95814

Re: Tule River Indian Tribe – Secretarial Determination

Dear Ms. Naimark:

On behalf of the City of Porterville and City Council (“City”), please accept this letter in support for the relocation of the Tule River Indian Tribe’s (“Tribe”) existing Eagle Mountain Casino to a 40-acre site currently within the City’s jurisdiction (“Relocation Project”) that the Tribe has owned for more than a quarter century and is within its aboriginal lands.

The Tribe has been an active and important part of the city of Porterville and broader community for many years, and generously donates to many local civic and non-profit organizations, schools and community programs. While the City and the Tribe have enjoyed a positive and collaborative relationship for many years, the Relocation Project has provided the opportunity for the City and the Tribe to further develop that relationship to address critical issues facing both the City and the Tribe – namely, significant water challenges and higher than average unemployment rates.

The Relocation Project will result in hundreds of additional jobs for local residents and the construction of tertiary treatment wastewater facility, which will allow the City to allocate valuable potable water currently used to irrigate the City’s sports complex to more beneficial uses (such as critical housing development), resulting in a positive net increase in potable water availability for the City. The Relocation Project will also allow the Tribe to reallocate water on the Tule River Reservation, currently dedicated to the Eagle Mountain Casino, to critical housing development and other governmental needs on the Reservation in service to its members.

In addition to these important positive impacts the Relocation Project will have on the city, the Tribe has consistently committed to mitigate any impacts to the City and City services as a result of the Relocation Projects. This commitment was memorialized in a Memorandum of Understanding (“MOU”) with the City, which went into effect on August 5, 2019. The MOU also provides funding to the City that can be used for projects benefitting the local community, including fire protection, traffic improvements, and roadway and maintenance improvements.

For the reasons stated above, the City fully supports the issuance of the Secretarial Determination issued by the Department of the Interior on October 7, 2019, on the Tribe's fee-to-trust application to take the 40-acre site into trust for gaming purposes, including its finding that the Relocation Project will not be detrimental to the surrounding community. The City therefore requests that the Governor take action to concur in the Secretarial Determination as soon as possible.

Thank you for your time and attention in this regard, and please do not hesitate to contact the City should you desire any additional information or have any questions.

Sincerely,

Martha A. Flores
Mayor

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE TULE RIVER INDIAN TRIBE,
THE TULE RIVER TRIBE GAMING AUTHORITY
AND THE CITY OF PORTERVILLE**

This Memorandum of Understanding ("Agreement") is entered into this ____ day of _____, 2019 ("Effective Date"), between the Tule River Indian Tribe, a federally recognized Indian Tribe (the "Tribe"), the Tule River Tribe Gaming Authority, a wholly owned subsidiary and instrumentality of the Tribe ("Gaming Authority") and the City of Porterville, a political subdivision of the State of California (the "City"). The Tribe, Gaming Authority and the City are individually referred to as a "Party" and collectively as the "Parties".

RECITALS

A. The Tribe is the sovereign governmental authority over the Tule River Indian Reservation (the "Reservation") and is responsible for the health and general welfare of its citizens and residents. The Gaming Authority is a tribally-chartered corporation created to own and operate any gaming operation of the Tribe for the benefit of the Tribe. The Tribe and the Gaming Authority are collectively referred to as the "Tribal Parties".

B. The Tribe's governmental services are primarily funded by revenue generated from the existing Eagle Mountain Casino ("Existing Facility"). To address safety concerns of patrons and employees traveling to the Existing Facility, in order to alleviate impacts to water quantity on the Reservation, and to expand the Existing Facility to meet several unmet needs of the Tribe, the Tribal Parties seek to relocate the Existing Facility to a forty (40) acre site currently owned by the Tribe and located within the geographical boundaries of the City ("Site").

C. The Tribe has requested the United States to take the Site into trust for the Tribe's benefit for gaming purposes pursuant to 25 U.S.C. § 2719(b)(1)(A) ("fee-to-trust application") in order to relocate the Existing Facility to the Site and to develop a resort and related ancillary facilities, however, several alternatives are currently being considered (as described in the FEIS (defined below)) ("Project").

D. In connection with the Tribe's fee-to-trust application, the Bureau of Indian Affairs initiated the federal environmental review process necessary to comply with the National Environmental Policy Act. On May 31, 2019, the Bureau of Indian Affairs issued the Final Environmental Impact Statement for the Tule River Tribe's Proposed Fee-to-Trust and Eagle Mountain Casino Relocation Project ("FEIS"). The FEIS identified potentially significant off-reservation impacts and recommended mitigation measures to address such impacts.

E. The Project, while subject to revision based on the approved Project alternative, also contemplates the development of a tertiary wastewater treatment facility ("Water Facility") in coordination with the City. The proposed Water Facility would treat secondary effluent produced from the City's wastewater treatment plant and provide recycled water to the Project and to the Porterville Sports Complex. The Water Facility is anticipated to offset the potable water use of the Project and result in a net decrease in the City's potable water use. The Parties recognize the proposed Water Facility will significantly benefit the Project and the City with regard to the availability of potable water for other City uses. The scope and location of the Water Facility has yet to be determined, but shall be addressed in future agreements between the Tribal Parties and the City after the environmental review for the Project is complete.

F. The Tribe intends to enter into a new or amended tribal-state compact for class III gaming, as required by the Indian Gaming Regulatory Act ("IGRA"), to permit class III gaming at the Site (the "Compact").

G. The City is the governmental authority over the City of Porterville with the responsibility of providing for the general welfare of its residents.

H. The Parties understand that the Project may affect traffic within the City and the Tribal Parties desire to mitigate, as provided herein, such incremental impacts to traffic the Project causes.

I. The City desires to support the Project with the understanding that the traffic mitigation measures identified herein are implemented, wholly or partially funded or constructed (as applicable) by the Tribal Parties.

J. By this Agreement, the City is not approving or disapproving the Project or the projects associated with the mitigation measures, and, pursuant to the California Environmental Quality Act, California Public Resources Code sections 21000 *et seq.*, (“CEQA”) Guidelines section 15378(b), entry into this Agreement does not constitute the approval of a “project” for CEQA purposes because it involves the creation of a government funding mechanism and/or other government fiscal activity. Notwithstanding this, the City has undertaken CEQA review related to potential City-owned infrastructure and utility improvements referenced in this Agreement.

AGREEMENT

A. TRANSPORTATION MITIGATION.

1. **Construction Mitigation Measures.** Prior to commencement of construction of the Project, the Tribal Parties shall prepare a traffic management plan that addresses construction of the Project in accordance with standards set forth in the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways (FHWA, 2003). The traffic management plan shall be submitted to the City for review and comment. The Tribal Parties shall ensure that prior to commencement of construction, the contractor developing the Project coordinates with emergency service providers to avoid obstructing emergency response service during construction. Police, fire, ambulance, and other emergency response providers shall be notified in advance of the details of the construction schedule, location of construction activities, duration of the construction period, and any access restrictions that could impact emergency response services. The traffic management plan shall include details regarding emergency service coordination. Copies of the traffic management plan shall be provided to all affected emergency service providers.

2. **Events During Operation of Project.** Should the Tribal Parties develop the Project as described as Alternative A, B, or C, (as described in the FEIS) and if a special event at the proposed convention center or amphitheater is scheduled to accommodate 1,000 or more attendees (“Special Event”), the Tribal Parties shall meet with local agencies charged with traffic enforcement (including but not limited to the California Highway Patrol, the City, and Tulare County) to obtain necessary off-site permits for traffic control and identify any necessary traffic control measures to be implemented. If required by the California Department of Transportation, an event-specific Traffic Management Plan (TMP) shall be prepared. In such instances, the Tribal Parties also agree to prepare a public safety plan consistent with City Fire Official requirements applicable to other similarly-sized events within the City’s jurisdiction related to fire safety, addressing emergency vehicle ingress and egress, fire protection, emergency egress or escape routes, emergency medical services, public assembly areas, safety and parking direction, the need for presence of law enforcement and the need for fire and emergency medical services personnel. Crowd managers (which may include Project security personnel) shall be established at a ratio of one manager to every 250 persons, although, if agreed to, that ratio may be reduced based on the nature of the Special Event. Crowd managers shall conduct an inspection of the area of responsibility and identify/address any egress barriers, conduct an inspection of the area of responsibility to identify and mitigate fire hazards, verify compliance with all permit conditions, including those governing pyrotechnics and other special effects, direct and assist the event attendees in evacuation during any emergency, assist emergency personnel where requested, and other duties as required by the fire safety plan. The Parties agree to meet monthly, or as necessary, to review Special Events planned at the Project and to enable the Tribal Parties to consult with the City on the requirements to be included in the public safety plan.

3. **Traffic Mitigation and Frontage Improvements – Opening Day.**

(a) **Project Frontage Improvements.** Should the Tribal Parties develop the Project as described as Alternative A, B, or C, (as described in the FEIS), the Tribal Parties shall ensure the frontage improvements (West Street) listed below are incorporated into the final Project design and shall complete, or assist in the completion of, (as applicable) the project frontage improvements prior to Opening Day. For purposes of this Agreement, “Opening Day” shall be defined as the day the Tribal Parties offer class III gaming to the public at the Site.

(i) All Project driveways shall be stop controlled with a minimum of one shared lane to exit the Project.

(ii) West Street shall be free-flowing without any stop signs.

(iii) The main Project driveway (Project Driveway #1) shall include a southbound left turn lane into the Project, with a minimum storage length of 250 feet or a two-way turn-lane along the frontage of the Project.

(iv) Any driveway designated as “Emergency Access Only” shall include clearly visible fire station or fire truck warning signs posted on northbound and southbound approaches along West Street consistent with City of Porterville Design Standards. Flashing amber beacons that can be activated by emergency personnel shall also be installed where appropriate.

(b) **Traffic Mitigation Measures.**

(i) **Intersection Improvements.** The FEIS for the Project identified potential traffic-related impacts to several intersections within the City's jurisdiction. Accordingly, the City and the Tribal Parties agree that the Tribal Parties shall design and construct the improvements identified on Exhibit A, which correspond to the mitigation measures of the FEIS for the Project, specifically referenced as the Scranton Avenue/West Street (traffic signal and widening) and the Scranton Avenue/Westwood Street (traffic signal). The Tribal Parties shall complete said improvements prior to Opening Day, provided that the City's review of design plans, necessary CEQA compliance documentation, right-of-way acquisition and issuance of grading and encroachment permits occurs in a reasonably timely manner. Within thirty (30) days of the City's receipt of notice from the Tribal Parties of its intent to commence the design of the traffic improvements, the City shall deposit its estimated pro rata share of the actual cost for the applicable improvements in an escrow account to be established by the Parties. The City's pro-rata share percentage for the improvements is identified in Exhibit A. Such funds may, in the Tribal Parties' discretion, be drawn upon and used by the Tribal Parties or its designee to pay the City's pro rata share of the actual costs of design, environmental review, construction, improvement, and equipping of the applicable improvements. Upon completion of the applicable improvements, any remaining funds in the escrow account shall be reimbursed to the City.

(ii) **Segment Improvements.** The FEIS for the Project identified potential impacts to pavement conditions for certain segments of roadways within the jurisdiction of Tulare County. The Tribal Parties shall offer to enter into an agreement with the appropriate jurisdiction(s) regarding financial responsibility for improving the current conditions of such segments, specifically referenced as West Street, Teapot Dome Avenue, and Westwood Street, as necessary, to mitigate the Project's incremental impacts to traffic and to address necessary improvements identified in Section 5.8.3 of the FEIS. The necessary street rehabilitations will be determined by standard engineering principles associated with the pavement condition index. The Tribal Parties' one-time fair share towards these improvements would take into consideration other regional projects that contribute to traffic on these roadways, including the Tulare County jail project. If the Tribal Parties are not able to enter into an agreement with the appropriate jurisdiction(s) for such improvements, the Parties shall utilize the dispute resolution procedures set forth in Section G.2 to determine the financial responsibility for improving the current conditions of West Street, Teapot Dome Avenue, and Westwood Street, as necessary, to mitigate the Project's incremental impacts to traffic and to address necessary improvements identified in Section 5.8.3 of the FEIS.

(iii) City Assistance. The City agrees to make good faith efforts to assist the Tribal Parties in obtaining any approvals necessary from the City, County or State agencies necessary to authorize the Tribal Parties to construct any of the traffic improvements required under this Agreement.

4. Future Traffic Improvements. For those improvements identified in the FEIS recommended to be completed by 2040, the Tribal Parties shall make good faith efforts to assist the appropriate jurisdiction(s) in implementing such improvements and shall make a fair share contribution towards the cost to construct such improvements.

5. Funding Improvements. With respect to any traffic mitigation measures required to be funded by the Tribal Parties, including any non-recurring payment, such funding requirement shall be reduced by the amount of any federal or state grant or other funding received by or committed to the City or for the City's benefit through the efforts in whole or in part of the Tribal Parties. In the event the Tribal Parties pay all or any portion of the required funding while an application for a government grant is pending and such government grant is later received by the City, the Tribal Parties shall be given credit for the amount received, up to the applicable required funding, against future payments or costs due under this Agreement.

6. Acknowledgement of Tribal Parties' Complete Mitigation. The City agrees that the foregoing measures in this Section A, inclusive, will further and fully address and mitigate any and all traffic impacts of the Project to the environment and the City services as described in the FEIS, as well as under any Tribal Environmental Impact Report and any other environmental document the Tribe must prepare or have prepared for the Project under any compact with the State of California. The Parties agree that the Tribal Parties shall not be required to pay to the City any traffic impact fees associated with the Project.

7. Availability of Credits Under the Compact. To the extent authorized by the Compact, the Tribe shall be entitled to claim the pro rata share as a credit against its payment obligations under the Compact.

B. FEE-TO-TRUST APPLICATION FOR GAMING PURPOSES.

1. Support of Fee-to-Trust Application. The City, by approving this Agreement, provides its support of the Tribe's application to the United States Department of the Interior pursuant to 25 U.S.C. § 2719(b)(a)(A). The City hereby agrees that the Project, including the fee-to-trust transfer, is not detrimental to the City. The City agrees to communicate such support as reasonably requested by the Tribe.

2. Non-Opposition. The City agrees that the Project is not detrimental to the City and agrees not to oppose any efforts by the Tribe to obtain a two-part determination pursuant to 25 U.S.C. § 2719(b)(1)(A) and the Governor's concurrence therewith and to otherwise develop the Project. The City also agrees not to oppose efforts by the Tribe to negotiate and obtain a Compact.

C. PAYMENTS IN LIEU OF TAXES.

1. Annual Payment Amount. The Parties agree and acknowledge that should the Site be transferred into trust for the benefit of the Tribe, the Site will not be subject to any City and/or Tulare County taxes. As a result, any revenue the City and/or Tulare County currently generate from the Site would cease. The Tribal Parties will make an annual payment to the City, in accordance with the provisions set forth herein, in an amount up to \$976,084, commencing ninety (90) days after Opening Day and recurring each year on June 1st ("Annual Payment"); provided the initial payment shall be prorated based on the number of months remaining in the calendar year. At the discretion of the Tribal Parties, the Annual Payment may be made in equal quarterly payments. From the Annual Payment, \$250,000 shall be used annually for the City's increased law enforcement costs related to the Project and \$50,000 annually shall be used for training costs incurred by the City Fire Department for training for both City and Tribal Parties' fire personnel. Additionally, \$300,000 annually shall be deducted as a credit to the Tribe pursuant to Section C.8(a) below.

2. **Evaluation of Annual Payment.** The Parties recognize that the Annual Payment is a good faith estimate of the amount the Tribal Parties' would have paid to the City for the City's Property Tax (limited to the value of the improvements as of the Effective Date), Transient Occupancy Tax, and Utility Users Tax, as of the Effective Date, if the Site was not taken into trust ("City Tax Revenue"). The Parties agree and acknowledge that the actual City Tax Revenue the City would have realized from the Project may differ from the estimates agreed to as of the Effective Date. Therefore, on or before February 1st of each year, either Party may request an evaluation of the amount of the Annual Payment and may submit information relevant to the determination of the Annual Payment. The Parties shall negotiate in good faith in evaluating and determining the amount of the Annual Payment. Any financial or proprietary information provided by either Party shall be "Confidential Information" for purposes of Section H.1. If the Parties do not reach an agreement on the amount of the Annual Payment by April 30th, the Parties shall utilize the dispute resolution procedures in Section G.2 to determine the amount of the Annual Payment.

3. **Establish Annual Payment Fund.** The Parties agree that the Tribal Parties will establish an "Annual Payment Fund" with the City to receive and disburse the remaining funds (after the adjustments per Section C.1 are made) from the Tribal Parties to the City, subject to the determinations of the Annual Payment Fund Selection Committee ("Selection Committee") as described herein. The City shall administer the Annual Payment Fund.

4. **Selection Committee.** Proposals for the remaining funds and any credits for other payments or grant funds received (excluding the funding and credits specified in Section C.1 or as otherwise specified in this Agreement), will be reviewed and analyzed by a Selection Committee. The Selection Committee will be comprised of four (4) members serving two-year terms, of whom two (2) members shall be appointed by the City Council and two (2) members shall be appointed by the Tribal Council of the Tribe. The Selection Committee will evaluate funding proposals and make funding determinations, as described further herein. All determinations must be by a minimum of three (3) votes. Determinations by the Selection Committee may be subject to approval by the City and Tribal Parties' legislative bodies prior to going into effect. The Selection Committee shall meet quarterly at a minimum.

5. **Funding Determinations.** The Selection Committee will establish "Guiding Principles", to be revised every three (3) years, for the selection of funding proposals. Determinations as to which funding proposals will be selected and how much will be allocated to each project will be made by the Selection Committee in compliance with the Compact, this Agreement, and the Selection Committee's Guiding Principles.

6. **Use of Funds.** The Annual Payment to the City shall be used to fund projects and/or initiatives benefitting the Project and the local community, including but not limited to, construction and development of a regional storm water retention basin to serve the Airpark Master Plan area as described in the FEIS, added fire protection equipment and trucks as identified by the Tribe to serve the Project and the surrounding community, mutual aid enforcement services, and traffic, roadway and maintenance improvements in the vicinity of the Site.

7. **Recipients.** The Annual Payment Fund will be disbursed to fund projects selected by the Selection Committee and which are sponsored by: (1) the City; (2) joint powers authorities of which the City and the Tribe are members; and/or (3) non-profit agencies sponsored by government entities that provide services in Tulare County of the type set forth in Section C.6 herein. Nothing herein is intended to preclude the Selection Committee from funding proposals which involve Federal, State, County, or Tribal agencies.

8. **Credits Against Annual Payment.** The Tribal Parties may deduct the following amounts from the Annual Payment:

(a) **City Benefits of Water Facility.** The City acknowledges that the Project is intended to include the development of the Water Facility that will serve the needs of the Tribal Parties, but will also result in significant benefits to the City by: (1) reducing the City's potable water use at the Porterville Sports Complex (net annual reduction of 73,800 gallons as described in the FEIS); (2) reducing the need for the City to develop additional potable water supplies and purchase additional surface water rights; (3)

reducing the amount of sewage disposed of by the City, by diverting it for reuse; and (4) allowing the City to treat its own effluent through the Water Facility and the option to expand the capacity of the Water Facility to provide the treated water for higher value uses (collectively, the "City Benefits"). In consideration of these benefits, the City shall deduct \$300,000 from the Annual Payment amount, consistent with the terms set forth in Section C.1, above, and in recognition of the City Benefits, the obligation of the Tribal Parties to pay the Annual Payment shall be reduced by the amount of that credit.

(b) Additional Contributions. Subject to the review and approval of the Selection Committee, the Tribal Parties may deduct from the Annual Payment any amounts the Tribal Parties contribute to the City in excess of the Annual Payment, but excluding the mitigation and other funding required by this Agreement and/or pursuant to the FEIS for the Project.

(c) SDF Payments. The Tribal Parties may deduct from the Annual Payment any amounts the City receives from the Special Distribution Fund ("SDF") or similar funds established by the State or a tribal-state compact to address impacts of gaming on local communities.

(d) Grant Funding. The Tribal Parties may deduct, subject to the review and approval of the Selection Committee, from the Annual Payment any amounts which the Tribal Parties receive, or is entitled to receive, from any federal or state grant or other funding and to which is diverted or committed to the City or for the City's benefit through the efforts in whole or in part of the Tribal Parties, excluding any grant funds received for the development and construction of the water treatment facility discussed in Section C.8(a), as the benefits received by the City have been addressed in Section C.8(a).

D. LAW ENFORCEMENT & EMERGENCY SERVICES.

1. Law Enforcement. The Tribal Parties intend to enter into an agreement with Tulare County to provide law enforcement services to the Project at a level of service necessary to address the needs of the Project.

2. Fire Services. The Tribal Parties intend to construct a fire station at the Site, operated by the Tule River Fire Department, to provide fire protection and emergency medical services to the Project. The Tule River Fire Department will maintain sufficient staff levels and equipment necessary to serve the needs of the Project.

3. Services Agreements. Should the Tribal Parties not enter into an agreement with Tulare County to provide law enforcement services to the Project and/or does not construct a fire station at the Site to meet the needs of the Project, the Tribe shall enter into good faith negotiations with the City and any other appropriate jurisdiction(s) to ensure adequate law enforcement, fire protection and emergency medical services are provided to the Project as intended by this Section D. In the event the Parties cannot come to an agreement, the Parties shall utilize the dispute resolution procedures set forth in Section G.2.

4. Events. With regard to Special Events, the Tribal Parties agree to comply with the requirements specified in Section A.2, above.

E. RECYCLED WATER, POTABLE WATER, SEWER AND WASTEWATER TREATMENT SERVICES.

1. Recycled Water Services. The Parties acknowledge and agree that the City will ensure the Water Facility, at all times, maintains the capacity to produce sufficient recycled water to offset the potable water use of the Project. The City shall also provide recycled water from the Water Facility to the Tribal Parties for purposes of irrigating the Project and other non-potable uses.

2. **Water, Wastewater Treatment and Sewer Services.** The City's public water, wastewater treatment and sewer services shall serve the Project and the City shall provide the access and availability of such water, wastewater treatment and sewer services to the Project prior to Opening Day and shall thereafter provide access and availability of such water, wastewater and sewer services to the Project commensurate with such services provided to properties of similar density and use in the City. The Tribal Parties shall pay the City the monthly service fees for such services consistent with the rates adopted annually by the City and applied to other City ratepayers.

3. **Quality of Service.** The City shall provide to the Project the quality of sewer, wastewater treatment and water services commensurate with services provided to properties of similar density and use in the City.

4. **Connection to City Systems.** In recognition of the significant investment of the Tribal Parties in constructing the Water Facility and other improvements to the sewer collection system as described in the FEIS, the City acknowledges and agrees that such investment meets and/or exceeds the cost of any water, sewer and wastewater treatment connection fees to connect the Project to the City's wastewater treatment, water and sewer systems. The City therefore acknowledges and agrees that any such connection fees shall be deemed satisfied and paid in full.

F. CEQA COMPLIANCE BY CITY.

1. **Compliance with CEQA.** The City acknowledges that it will fully comply with CEQA to the extent applicable before funding, approving, or undertaking any discretionary action described in this Agreement that affects the physical environment. Nothing in this Agreement shall be construed in any manner that constitutes funding, approving, or undertaking any particular action or otherwise limits the City's full discretion to fund, approve, authorize, disapprove, or modify any proposed projects. The execution of this Agreement is not a project under CEQA because this Agreement creates a governmental funding mechanism that can be used for traffic or other mitigation programs should the City undertake such actions after compliance with CEQA to the extent applicable.

2. **Timing of CEQA Compliance.** The City also acknowledges that it will promptly comply with CEQA to the extent applicable before it exercises its discretion and commits to any particular course of action that may directly or indirectly affect the physical environment so as to minimize any delay with the City's obligations to the Tribal Parties by this Agreement. With respect to any CEQA obligation required of the City by this Agreement, no action or failure to act by the City is to be construed as a default of any obligation undertaken by the Tribal Parties under this Agreement.

3. **Cost of CEQA Compliance.** The Tribal Parties agree to reimburse the City for the actual and reasonable costs of hiring outside consultants and outside legal counsel necessary for the City to comply with CEQA, including \$31,655.00 for the current CEQA process being undertaken by the City; provided such costs are for actions that the City has determined may constitute a "project" under CEQA and are necessary to authorize the mitigation measures required under this Agreement, including approval of this Agreement (to the extent it is reasonably determined to be a "project" under CEQA). The City shall provide an invoice to the Tribe with sufficient supporting documentation for the Tribe to verify the reimbursement request and the Tribe shall pay any undisputed invoice within thirty (30) days of receipt of the invoice.

G. DISPUTE RESOLUTION; LIMITED WAIVER OF SOVEREIGN IMMUNITY.

1. **Limited Waiver of Sovereign Immunity.** In the event of a dispute between the Tribal Parties and the City (and only the City) over the interpretation, application, or enforcement of this Agreement, the Parties each hereby expressly grant to the other Parties a limited waiver of sovereign/governmental immunity, solely for actions brought by the other Parties, in accordance with the dispute resolution provisions provided herein; provided, however, that any award shall be limited to actual damages and shall specifically exclude punitive, consequential, incidental, expectancy and all other special damages. This limited waiver of sovereign immunity does not extend to any action brought against any Tribal Council Member, Tribal employee, Tribal agent, Tribal member, or any other individual

acting on behalf of the Tribal Parties and does not extend to any third parties bringing an action against the Tribal Parties. This limited waiver of sovereign immunity shall not diminish or otherwise affect any defense or immunity to which such persons are entitled under the laws of the applicable jurisdiction. Except as expressly set forth herein, the Tribal Parties do not waive, limit or modify their respective sovereign immunity as it applies to this or any other matter.

2. **Dispute Resolution.** This Section shall govern the resolution of all controversies or claims between the Tribal Parties and the City that arise from this Agreement and any modifications hereto (collectively, "Arbitrable Disputes"). Wherever this Agreement makes reference to any means of resolving Arbitrable Disputes between the Parties, the Parties agree to follow the meet and confer and mediation procedure described below prior to initiating the arbitration procedures.

(a) **Voluntary Resolution, Meet and Confer Obligation.** Whenever possible, the Tribal Parties and the City shall make their best efforts to informally resolve disputes that occur under this Agreement. In order to foster a spirit of cooperation and efficiency in the administration of the terms and conditions of this Agreement, disputes between the Tribal Parties and the City shall first be subjected to a good faith meet and confer process as follows:

(i) The aggrieved Party shall give the other, 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 H.3. Said notice shall suggest a date, time and place for the meeting. The Tribal Parties and the City may jointly decide to meet at another time and place; provided, however, the Parties agree that such meeting shall commence within fifteen (15) calendar days after the date that the original notice was given to the applicable Party, unless the Parties agree that there is good cause to extend this time limit.

(ii) The Parties 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 admissible for any purpose, including impeachment, in any litigation or other proceeding, including mediation and non-binding arbitration, involving the Parties; 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.

(iii) Absent mutual consent of the Parties, 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 Parties shall be free to pursue their rights and remedies under Subsection G.2(b), 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.

(iv) If the dispute is not resolved to the satisfaction of the Parties within thirty (30) calendar days after the first meeting, then upon the written request of either Party, the dispute may be submitted to non-binding mediation in accordance with Subsection G.2(b) ("Mediation Request"). The disputes submitted to non-binding mediation shall be limited to claims that this Agreement has been breached by either the Tribal Parties or the City.

(b) **Mediation.** In the event a dispute arising under this Agreement is not resolved through the above-described meet and confer process, within thirty (30) days after notice is provided through a Mediation Request, the Tribal Parties and the City agree to participate in non-binding mediation administered by a mediator, mutually agreed to by the Parties, to help mediate and settle the dispute as soon as practicable. The mediation shall proceed as follows:

(i) The mediation shall be held at a mutually agreeable location within Tulare County, California.

(ii) The Parties shall work together to select a single mediator, but if the Parties cannot agree on a mediator within forty-five (45) days of the Mediation Request, each Party will provide three (3) names of mediators based on substantive and procedural knowledge, availability, and location. Each side will have an opportunity to strike 1 name and, to the extent two mediators remain, rank the remaining names (1-2, with 1 being the most favorable). The numbers will be added together and the mediator whose rank is the lowest, which is most favorable, will be chosen mediator.

(iii) The mediator shall meet with and hear presentations by the Parties as soon as practicable after appointment.

(iv) Mediation will be conducted consistent with California Evidence Code Sections 1115-1128. The mediator shall owe a professional duty to both the Tribal Parties and the City, and shall be barred from testifying in any litigation or arbitration concerning any information obtained or disclosed in the course of the mediation.

(v) Each side shall bear its own costs and attorneys' fees, and one-half of all fees and expenses of the Mediator.

(vi) Unless otherwise agreed upon by the Parties in writing, the mediation shall be completed within ninety (90) days of the selection of the mediator.

(vii) The mediator's decision shall not be binding on or admissible against either Party. The Arbitrable Dispute shall be resolved in accordance with the arbitration provisions set forth in Subsection G.2(c) if: (1) a Party elects to reject the mediator's decision; (2) either Party refuses to participate in the mediation process after mediation filing; or (3) the mediator does not meet with the Parties.

(viii) The Parties 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 Party or a Party'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, including and non-binding arbitration, involving the Parties; 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.

(c) Arbitration. Following the satisfaction of the meet and confer and mediation requirement, 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 (as applicable) must be resolved through binding arbitration. The arbitration shall be held only in accordance with the following procedures:

(i) Either Party may initiate the applicable arbitration by delivering a written notice to the other Party that states the specific issue(s) in dispute, the relevant provision(s) of the Agreement, and the relief requested.

(ii) Within twenty-one (21) calendar days after delivery of such notice, each Party shall notify the other of the name of a practicing lawyer or retired judge with whom the notifying Party desires to have serve as an arbitrator. The lawyer or retired judge shall have experience in California law and Federal Indian law, and whose law firm, if applicable, has at no time represented or acted on behalf of either of the Parties or any person with control over either of the Parties. If either Party fails to act within the twenty-one (21) calendar day period, the arbitrator who should have been appointed by that Party will be appointed pursuant to the same procedures followed when agreement cannot be

reached as to the third arbitrator.

(iii) Within ten (10) calendar days after arbitrators are appointed by each Party, the two appointed arbitrators shall meet (in person or by phone) to appoint a third arbitrator with the same qualifications and background. Together, the three arbitrators shall comprise the Arbitration Panel. In the event agreement cannot be reached on the appointment of a third arbitrator at the meeting held within the ten (10) calendar day period, the third arbitrator shall be selected by the Judicial Arbitration and Mediation Service, or such other reputable provider of Alternative Dispute Resolution services as may be agreed by the Parties or, in the absence of such agreement, by the Party requesting arbitration. In the event of any subsequent vacancy or inability to perform, the arbitrator who resigns or becomes unable to perform shall be replaced in accordance with the provision of this Section as if such replacement were an initial appointment to be made hereunder. Notwithstanding the foregoing, the Parties may agree to use a single arbitrator as the Arbitration Panel, provided that the Parties agree on the arbitrator to be appointed.

(iv) Each Party shall have the right to conduct discovery in connection with the arbitration proceedings, but such discovery shall be limited to the pre-hearing production of relevant documents and to such depositions, limited both in number of depositions and duration, as the Arbitration Panel may approve by majority vote.

(v) The Arbitration Panel shall hear any and all issues of law and of fact properly raised pursuant to the procedures herein and shall make its decision by majority vote within thirty (30) calendar days after the close of evidence and briefing in the arbitration. The decision shall be issued in writing and include findings of fact, conclusions of law, and the reasons on which the decision is based.

(vi) The Arbitration Panel shall have no power to vary or modify any terms of this Agreement, or to decline or fail to follow applicable tribal, state or federal statutory or common law.

(vii) Each Party to the arbitration shall pay its own attorneys' and expert witness fees and any other costs associated with the arbitration. The Arbitration Panel shall determine by majority vote who shall bear the fees and expenses of the Arbitration Panel or whether the fees and expenses of the Arbitration Panel shall be shared by the Parties, and if so, in what proportions. The Arbitration Panel's determination as to the allocation of the fees and expenses of the arbitration shall be binding on the Parties.

(viii) The arbitration shall be held at a mutually agreeable location within Tulare County, California.

(d) Jurisdiction of Courts. A Party that has participated in arbitration as set forth in Subsection G.2(c) of this Section (or who has made a good faith effort to do so despite the other's failure to participate) may initiate judicial proceedings to confirm, enforce or vacate the applicable arbitration award in the United States District Court for the Eastern District of California. If, and only if, the United States District Court for the Eastern District of California determines that it is without jurisdiction, the Tribal Parties consent to be sued in the Superior Court of the State of California for the County of Tulare, but solely to compel, enforce, modify or vacate any arbitration award.

3. Applicable Law. This Agreement shall be interpreted and construed in accordance with applicable federal law, to the extent there is no applicable federal law, California law shall apply.

4. Attorneys' Fees and Costs. If any arbitration or litigation proceeding is commenced between the Parties to this Agreement concerning the Agreement or the rights and duties of either in relation to the Agreement, the Party prevailing in that proceeding shall be entitled, in addition to any other relief that may be granted in the proceeding, to its actual and reasonable attorneys' fees in the litigation, which shall be determined by the court of other body in that proceeding or in a separate proceeding brought for that purpose.

H. MISCELLANEOUS PROVISIONS.

1. **Confidentiality.** Unless required to do so by law, including but not limited to, the Ralph M. Brown Act or the California Public Records Act, the City may not disclose to third parties any information it receives from the Tribal Parties that the Tribal Parties have identified as confidential ("Confidential Information"). If the City determines that it must disclose any information that the Tribal Parties have identified as Confidential Information, then it shall promptly give the Tribal Parties written notice of its intention to disclose such information and the authority for such disclosure. The Tribal Parties shall have a period of seven (7) calendar days thereafter within which to seek a protective court order to prevent such disclosure or to notify the City that it will not seek such an order. The City shall cooperate with the Tribal Parties in any efforts to seek such a court order. The City shall not disclose the information until the above-referenced period has expired without a response from the Tribal Parties, or the Tribal Parties have notified the City that it will not seek such an order, or the Tribal Parties have sought and a court has declined to issue a protective order for such information. Upon termination of this Agreement, and to the extent permitted by applicable law, the City shall immediately, upon the Tribal Parties' request, return to the Tribal Parties any and all Confidential Information, including copies thereof. Unless required to do so by law, the Tribal Parties may not use or disclose any information it receives from the City under this Agreement that the City has identified as Confidential Information or exempt from mandatory public disclosure except as necessary to carry out the purposes of this Agreement or as authorized in advance by the City. This duties and obligations of the Parties in this Section H.1 shall survive termination of this Agreement.

2. **Indemnification.**

(a) **Indemnification by the Tribe.** The Tribal Parties agree that to the fullest extent permissible by law and to the extent such Claims (defined below) do not arise as a result of the City's sole negligence or willful misconduct, or as otherwise explicitly excluded in this Agreement, the Tribal Parties will indemnify, defend and hold harmless the City from and against any and all claims, losses, proceedings, damages, causes of action, liability, costs and expenses (including actual and reasonable attorneys' fees), but excluding punitive, special, and consequential damages ("Claims") arising from any third party action or proceeding filed against the City which challenges the City's approval, execution or delivery of this Agreement or as a result of the Tribe's development, construction or operation of the Project that is in material violation of the Tribal Parties' obligation to the City under this Agreement.

(b) **Conditions.** The Tribal Parties' obligations under this Section H.2 are conditioned on the following: (i) the City must permit the Tribal Parties to have sole control of the defense and settlement of any Claim for which indemnification is sought; (ii) the City must notify the Tribal Parties as soon as reasonably practical in writing upon knowledge of a Claim for which the City seeks indemnification; (iii) the City must provide all authority, information, and cooperation or assistance necessary to permit the Tribal Parties to settle or defend the Claim; and (iv) the City may not settle any Claim or make any prejudicial statement or admission in relation to such Claim without the Tribal Parties' express written consent. Notwithstanding the above, nothing in this provision shall preclude the City counsel's office to be associate counsel on behalf of the City and to participate as such in any legal processes or proceedings or to be a member of any such defense team, at the City's sole cost and expense.

3. **Notices.**

All notices required by this Agreement will be deemed to have been given when made in writing and delivered or mailed to the respective representatives of the City and the Tribal Parties as follows:

To the Tribal Parties:

Chairman Neil Peyron
Tribal Council
Tule River Indian Tribe
P.O. Box 589
Porterville, CA 93257

With a Copy to:

Kerry Patterson
Procopio, Cory, Hargreaves & Savitch LLP
525 B Street, Suite 2200
San Diego, CA 92101

To the City:

John D. Lollis
City Manager
City of Porterville
291 North Main Street
Porterville, CA 93257

With a Copy to:

Julia M. Lew
McCormick, Kabot, Jenner & Lew
4010 South Demaree Street
Visalia, CA 93277

Any Party may change the address or facsimile number 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 served using facsimile machines, or on the fifth (5th) day following deposit in the mail if sent by first class mail.

4. **Term of Agreement.** The term of this Agreement commences on the Effective Date and runs concurrently with the term of the Compact, as amended or extended; provided, however, should the Site not be taken into trust for the benefit of the Tribe, this Agreement shall be null and void in its entirety.

5. **No Third Party Beneficiaries.** This Agreement is not intended to, and will not be construed to, confer a benefit or create any right on a third Party, or the power or right to bring an action to enforce any of its terms.

6. **Amendments.** This Agreement may be amended only by written instrument duly signed and executed by the City and the Tribal Parties.

7. **Renegotiation.**

(a) **Tribal Renegotiation.** The Tribal Parties may request that the City renegotiate one or more of the provisions of this Agreement if there is a change in law or other circumstances which has a significant and adverse financial impact on the Project or the Tribe. Such changes shall be deemed to include, without limitation, the following:

(i) Any change in California or Federal constitutions, law, rules, regulations, guidelines, or the construction or interpretation thereof, relating to IGRA or gaming on Indian lands, or ending the prohibition on class III gaming or the operation of gaming devices in the State;

(ii) A reduction in the scope of gaming permitted in Indian Country;

(iii) A change in the scope of the class III gaming activities authorized by the Compact compared to those the Tribal Parties anticipated in the financial projections; or

(iv) A change in the scope of the Project, including phasing development that reduces the potential environmental impact of the Project and the City's costs associated with such impacts.

(b) **Mutual Renegotiation.** Either Party may request that the other Party renegotiate one or more of the terms of this Agreement if, and only if, (i) there is a significant change that directly or indirectly related to the Party's expectations under this Agreement; (ii) that change materially impacts that Party; and (iii) that change could not have been reasonably anticipated at the time of entering into this Agreement.

8. **Waiver.** The waiver by either Party or any of its officers, agents or employees, or the failure of either 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, will 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, unless such waiver is expressly set forth in writing in a document signed and executed by the appropriate authority of the City or of the Tribal Parties.

9. **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 Party and to bind their respective Party to the terms and conditions of this Agreement. The persons executing this Agreement on behalf of their respective Party understand that both Parties are relying on these representations in entering into this Agreement.

10. **Successors in Interest.** The terms of this Agreement will be binding on all successors in interest of each Party.

11. **Severability.** The provisions of this Agreement are severable, and the adjudicated invalidity of any provision or portion of this Agreement shall not in and of itself affect the validity of any other provision or portion of this Agreement, and the remaining provisions of the Agreement shall remain in full force and effect, except to the extent that the invalidity of the severed provisions would result in a failure of consideration or would materially adversely affect either Party's benefit of its bargain. If a court of competent jurisdiction were to determine that a provision of this Agreement is invalid or unenforceable and results in a failure of consideration or materially adversely affects either Party's benefit of its bargain, the Parties agree to promptly use good faith efforts to amend this Agreement to reflect the original intent of the Parties in the changed circumstances.

12. **Force Majeure.** In the event of a forced delay in performance by either the Tribal Parties or the City due to causes beyond the reasonable control of that Party, including but not limited to fire, floods, catastrophic weather events or other natural disasters, epidemics, embargoes, war, acts of war (whether or not war is declared), insurrections, riots, civil commotion, strikes, lockouts or other labor disturbances, acts of God, acts or inaction by the other Party, its employees or agents, unusual delay in transportation, unavailability of materials, the time for performance shall be extended for the period of the forced delay.

13. **Entire Agreement; Voluntary Agreement.**

(a) This Agreement constitutes the entire agreement between the City and the Tribal Parties and supersedes all prior negotiations, representations, or other agreements, whether written or oral.

(b) Each Party represents and warrants that it has been represented by legal counsel of its choice in connection with the negotiation, execution and delivery of this Agreement. In the event of a dispute between 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.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date set forth above.

[SIGNATURE PAGES TO FOLLOW]

TULE RIVER INDIAN TRIBE

Dated: _____

By: _____
Neil Peyron
Chairman, Tribal Council

TULE RIVER TRIBE GAMING AUTHORITY

Dated: _____

By: _____
Neil Peyron
Chairman, Board of Directors

CITY OF PORTERVILLE

Dated: _____

By: _____

ATTEST:

Dated: _____

_____, City Clerk

APPROVED AS TO FORM:

FOR CITY OF PORTERVILLE

Dated: _____

Julia M. Lew, City Attorney

Exhibit A

(1) Installation of a traffic signal and widening northbound approach to accommodate left-turn lane at Scranton Avenue and West Street (see detail on attached sheets). The City's fair share percentage shall be 14.4% of the actual cost of such improvements.

(2) Installation of traffic signal at Scranton Avenue and Westwood Street (see detail on attached sheets). The City's fair share percentage shall be 44.2% of the actual cost of such improvements.







CITY COUNCIL AGENDA – AUGUST 4, 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 July 21, 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 at the time of this report, 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, such as cross-country running. On June 5, 2020, the State also provided guidance on the opening of day camps beginning June 12, 2020, which staff also prepared for opening consistent with the State's guidelines and necessary precautions and preparations, and subsequently was completed on July 31, 2020.

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 on community events 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 one hundred nine (109) homeless individuals participating in the Project Roomkey program across the county, two of which are COVID-19 positive. The County also reports that a Street Medicine event occurred in Porterville on June 29, 2020, during which twelve (12) individuals were tested for COVID-19 and all were negative. 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 August, with the installation of the fire monitoring and suppression system the final improvement needed to be completed. 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 during the 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). At its meeting on July 7, 2020, the Council acted to approve and Order under its Proclamation of Local Emergency authorizing the City to enforce the State's mandatory face covering requirements through the City's administrative citation regulations and aggressive education efforts, and directed City staff to prepare an emergency Ordinance requiring face coverings consistent with the State requirements, which was scheduled for Public Hearing and was approved by the Council at its meeting of July 21, 2020.

Also due to increasing positive cases, testing positivity and COVID-19

hospitalizations, 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. On Monday, July 14, 2020, the State directed the immediate closure of all bars in California and cease in-restaurant dining, as well as the immediate closure of indoor activities or industries including barbershops, fitness centers, hair salons, malls, offices for non-essential sectors, personal care services (e.g. esthetic salons, nails salons, tattoo parlors), protests and places of worship for counties on the State's monitoring list (including Tulare County), unless the activity or industry can be modified to operate indoors or by pick-up. The State Board of Barbering and Cosmetology initially declared that barbershops and esthetic, hair and nails salons are required to operate indoors and may not operate outdoors and therefore must be closed, however, the State Board subsequently determined to allow these businesses to be open with modifications to operate outdoors.

Due to increasing virus spread in the Central Valley resulting in increased cases and hospitalizations, on July 27, 2020, the Governor announced the appropriation of \$52 million in support of the counties of Fresno, Kern, Kings, Madera, Merced, San Joaquin, Stanislaus and Tulare in the implementation of three Unified Support Teams to provide hands-on technical assistance in support of testing, contact tracing, isolation and quarantine efforts.

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. On July 2, 2020, the City received notification from the County that the State would activate PDC as a regional alternate site on Friday, July 3, 2020, treating low-acute COVID-19 patients transferred from impacted hospitals from across the Central Valley.

As part of the Governor's commitment to broader testing in rural and underserved areas of the state, the State established a contracted large-scale testing facility at the Veterans Memorial Building, beginning operations on Tuesday, May 5, 2020. Up to 130 tests are expected to be performed each day (Monday - Friday) for the next several months, which testing will be available to everyone by appointment. Given initial low utilization, City staff initiated a local messaging campaign for local residents to be tested, which precipitated improved community response 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.

Another federal economic recovery package is currently in discussions by Congress, with the House of Representatives proposed Health and Economic Recovery Omnibus Emergency Solutions (HEROES) Act including \$3 trillion in federal assistance which includes \$1 trillion in state and local government funding assistance, and the Senate proposed Health, Economic Assistance, Liability protection and Schools (HEALS) Act including \$1 trillion in federal assistance which does not include any local government funding assistance.

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 received final approval from the Housing and Urban Development (HUD) Department on July 21, 2020, and 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 the City will 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
24. City of Porterville Urgency Ordinance - Face Coverings

Appropriated/Funded:

Review By:

Department Director:

John Lollis, City Manager

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

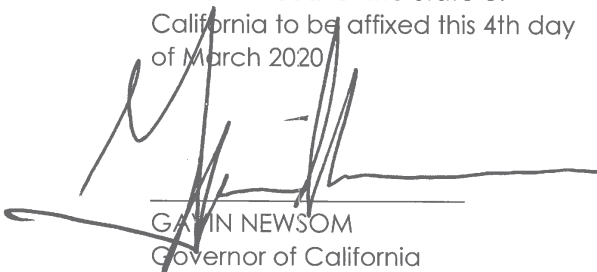
notification requirement of Civil Code section 1798.24, subdivision (i), is suspended.

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:

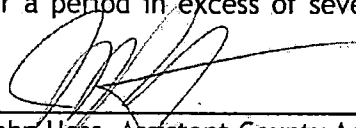
1. Proclaims that a local emergency, as defined in Government Code Section 8558 and Tulare County Ordinance Code Section 1-15-1005, now exists within the County due to the presence of COVID-19; and
2. Requests that the Governor of the State of California request a federal declaration to provide assistance, 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

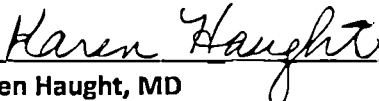
WHEREAS, the Board of Supervisors is not in session, and cannot immediately be called into session; and

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

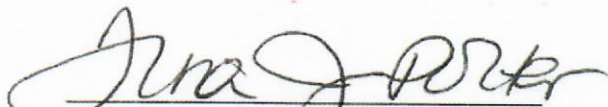
NOES: 0

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, a least a quorum of the members of the local body participate from locations within the boundaries of the territory over which the local body exercises jurisdiction

are hereby suspended, on the conditions that:

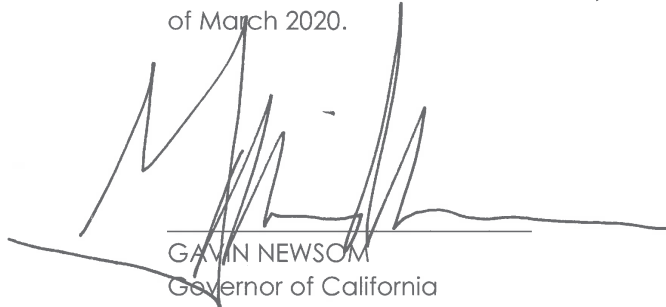
- (i) each state or local body must give advance notice of each public meeting, according to the timeframe otherwise prescribed by the Bagley-Keene Act or the Brown Act, and using the means otherwise prescribed by the Bagley-Keene Act or the Brown Act, as applicable; and
- (ii) consistent with the notice requirement in paragraph (i), each state or local body must notice at least one publicly accessible location from which members of the public shall have the right to observe and offer public comment at the public meeting, consistent with the public's rights of access and public comment otherwise provided for by the Bagley-Keene Act and the Brown Act, as applicable (including, but not limited to, the requirement that such rights of access and public comment be made available in a manner consistent with the Americans with Disabilities Act).

In addition to the mandatory conditions set forth above, all state and local bodies are urged to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to the provisions of the Bagley-Keene Act and the Brown Act, and other applicable local laws regulating the conduct of public meetings, in order to maximize transparency and provide the public access to their meetings.

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

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

IN WITNESS WHEREOF I have
hereunto set my hand and caused
the Great Seal of the State of
California to be affixed this 12th day
of March 2020.



GAVIN NEWSOM
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State

EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA

EXECUTIVE ORDER N-28-20

WHEREAS on March 4, 2020, I proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19; and

WHEREAS despite sustained efforts, the virus remains a threat, and further efforts to control the spread of the virus to reduce and minimize the risk of infection and otherwise mitigate the effects of COVID-19 are needed; and

WHEREAS the economic impacts of COVID-19 have been significant, and could threaten to undermine Californians' housing security and the stability of California businesses; and

WHEREAS many Californians are experiencing substantial losses of income as a result of business closures, the loss of hours or wages, or layoffs related to COVID-19, hindering their ability to keep up with their rents, mortgages, and utility bills; and

WHEREAS Californians who are most vulnerable to COVID-19, those 65 years and older, and those with underlying health issues, are advised to self-quarantine, self-isolate, or otherwise remain in their homes to reduce the transmission of COVID-19; and

WHEREAS because homelessness can exacerbate vulnerability to COVID-19, California must take measures to preserve and increase housing security for Californians to protect public health; and

WHEREAS local jurisdictions, based on their particular needs, may therefore determine that additional measures to promote housing security and stability are necessary to protect public health or to mitigate the economic impacts of COVID-19; and

WHEREAS local jurisdictions may also determine, based on their particular needs, that promoting stability amongst commercial tenancies is also conducive to public health, such as by allowing commercial establishments to decide whether and how to remain open based on public health concerns rather than economic pressures, or to mitigate the economic impacts of COVID-19; and

WHEREAS in addition to these public health benefits, state and local policies to promote social distancing, self-quarantine, and self-isolation require that people be able to access basic utilities—including water, gas, electricity, and telecommunications—at their homes, so that Californians can work from home, receive public health information, and otherwise adhere to policies of social distancing, self-quarantine, and self-isolation, if needed; and

WHEREAS many utility providers, public and private, covering electricity, gas, water, and sewer, have voluntarily announced moratoriums on service disconnections and late fees for non-payment in response to COVID-19; and

WHEREAS many telecommunication companies, including internet and cell phone providers, have voluntarily announced moratoriums on service disconnections and late fees for non-payment in response to COVID-19;

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes of the State of California, and in particular, Government Code sections 8567 and 8571, do hereby issue the following order to become effective immediately:

IT IS HEREBY ORDERED THAT:

- 1) The time limitation set forth in Penal Code section 396, subdivision (f), concerning protections against residential eviction, is hereby waived. Those protections shall be in effect through May 31, 2020.
- 2) Any provision of state law that would preempt or otherwise restrict a local government's exercise of its police power to impose substantive limitations on residential or commercial evictions as described in subparagraphs (i) and (ii) below—including, but not limited to, any such provision of Civil Code sections 1940 et seq. or 1954.25 et seq.—is hereby suspended to the extent that it would preempt or otherwise restrict such exercise. This paragraph 2 shall only apply to the imposition of limitations on evictions when:
 - (i) The basis for the eviction is nonpayment of rent, or a foreclosure, arising out of a substantial decrease in household or business income (including, but not limited to, a substantial decrease in household income caused by layoffs or a reduction in the number of compensable hours of work, or a substantial decrease in business income caused by a reduction in opening hours or consumer demand), or substantial out-of-pocket medical expenses; and
 - (ii) The decrease in household or business income or the out-of-pocket medical expenses described in subparagraph (i) was caused by the COVID-19 pandemic, or by any local, state, or federal government response to COVID-19, and is documented.

The statutory cause of action for judicial foreclosure, Code of Civil Procedure section 725a et seq.; the statutory cause of action for unlawful detainer, Code of Civil Procedure section 1161 et seq., and any other statutory cause of action that could be used to evict or otherwise eject a residential or commercial tenant or occupant of residential real property after foreclosure is suspended only as applied to any tenancy, or residential real property and any

occupation thereof, to which a local government has imposed a limitation on eviction pursuant to this paragraph 2, and only to the extent of the limitation imposed by the local government.

Nothing in this Order shall relieve a tenant of the obligation to pay rent, nor restrict a landlord's ability to recover rent due.

The protections in this paragraph 2 shall be in effect through May 31, 2020, unless extended.

- 3) All public housing authorities are requested to extend deadlines for housing assistance recipients or applicants to deliver records or documents related to their eligibility for programs, to the extent that those deadlines are within the discretion of the housing authority.
- 4) The Department of Business Oversight, in consultation with the Business, Consumer Services, and Housing Agency, shall engage with financial institutions to identify tools to be used to afford Californians relief from the threat of residential foreclosure and displacement, and to otherwise promote housing security and stability during this state of emergency, in furtherance of the objectives of this Order.
- 5) Financial institutions holding home or commercial mortgages, including banks, credit unions, government-sponsored enterprises, and institutional investors, are requested to implement an immediate moratorium on foreclosures and related evictions when the foreclosure or foreclosure-related eviction arises out of a substantial decrease in household or business income, or substantial out-of-pocket medical expenses, which were caused by the COVID-19 pandemic, or by any local, state, or federal government response to COVID-19.
- 6) The California Public Utilities Commission is requested to monitor measures undertaken by public and private utility providers to implement customer service protections for critical utilities, including but not limited to electric, gas, water, internet, landline telephone, and cell phone service, in response to COVID-19, and on a weekly basis publicly report these measures.

Nothing in this Order shall be construed to invalidate any limitation on eviction enacted by a local jurisdiction between March 4, 2020 and this date.

Nothing in this Order shall in any way restrict state or local authority to order any quarantine, isolation, or other public health measure that may compel an individual to remain physically present in a particular residential real property.

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

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

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 16th day of March 2020.



GAVIN NEWSOM
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State

**EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA**

EXECUTIVE ORDER N-32-20

WHEREAS on March 4, 2020, I proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19; and

WHEREAS despite sustained efforts, the virus continues to spread and is impacting nearly all sectors of California; and

WHEREAS in the past two years, the State of California has allocated \$1.15 billion to local partners through the Homeless Emergency Aid Program and the Homeless Housing, Assistance, and Prevention Program, funding intended to provide for a variety of programs and facilities aimed at combatting homelessness; and

WHEREAS on March 17, 2020, I signed Senate Bill 89, emergency legislation that authorizes \$500 million in immediately available funding to help California fight COVID-19 for any purpose related to the March 4, 2020 proclamation of a State of Emergency, including to support local governments to protect the health and safety of homeless populations, reduce the spread of COVID-19 in homeless populations, and provide safe beds for people experiencing homelessness; and

WHEREAS the emergency of COVID-19 necessitates a more focused approach, including emergency protective measures to bring unsheltered Californians safely indoors, expand shelter capacity, maintain health and sanitation standards and institute medically indicated interventions, and add new isolation and quarantine capacity to California's shelter and housing inventory to slow the spread of the pandemic; and

WHEREAS under the provisions of Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this order would prevent, hinder, or delay appropriate actions to prevent and mitigate the effects of the COVID-19 pandemic.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes of the State of California, and in particular, Government Code sections 8567 and 8571, do hereby issue the following order to become effective immediately:

IT IS HEREBY ORDERED THAT:

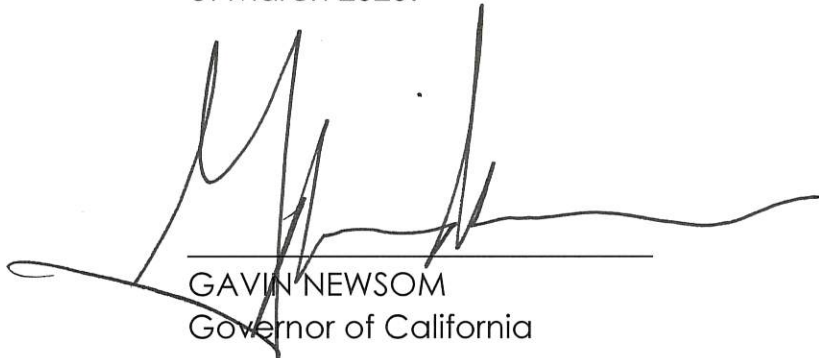
- 1) To the limited extent that any part of Health & Safety Code section 50214, subdivision (a), restricts a local jurisdiction from expending Homeless Emergency Aid Program funds on preparing for and addressing the impacts of the COVID-19 pandemic on homeless individuals, including through implementing guidance from the Department of Public Health on hand and respiratory hygiene and protective congregate living protocols, and providing isolation and quarantine capacity, that part is suspended.

- 2) To the limited extent that any part of Health & Safety Code section 50219, subdivision (c), restricts a local jurisdiction from expending Homeless Housing, Assistance, and Prevention Program funds on preparing for and addressing the impacts of the COVID-19 pandemic on homeless individuals, including through expanding shelter and housing services and capacity, that part is suspended.
- 3) Division 13 (commencing with section 21000) of the Public Resources Code and regulations adopted pursuant to that Division are suspended for any project using Homeless Emergency Aid Program funds, Homeless Housing, Assistance, and Prevention Program funds, or funds appropriated in Senate Bill 89, signed on March 17, 2020.

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

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

IN WITNESS WHEREOF I have
hereunto set my hand and caused
the Great Seal of the State of
California to be affixed this 18th day
of March 2020.



GAVIN NEWSOM
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State

**EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA**

EXECUTIVE ORDER N-33-20

WHEREAS on March 4, 2020, I proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19; and

WHEREAS in a short period of time, COVID-19 has rapidly spread throughout California, necessitating updated and more stringent guidance from federal, state, and local public health officials; and

WHEREAS for the preservation of public health and safety throughout the entire State of California, I find it necessary for all Californians to heed the State public health directives from the Department of Public Health.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes of the State of California, and in particular, Government Code sections 8567, 8627, and 8665 do hereby issue the following Order to become effective immediately:

IT IS HEREBY ORDERED THAT:

- 1) To preserve the public health and safety, and to ensure the healthcare delivery system is capable of serving all, and prioritizing those at the highest risk and vulnerability, all residents are directed to immediately heed the current State public health directives, which I ordered the Department of Public Health to develop for the current statewide status of COVID-19. Those directives are consistent with the March 19, 2020, Memorandum on Identification of Essential Critical Infrastructure Workers During COVID-19 Response, found at: <https://covid19.ca.gov/>. Those directives follow:

ORDER OF THE STATE PUBLIC HEALTH OFFICER
March 19, 2020

To protect public health, I as State Public Health Officer and Director of the California Department of Public Health order all individuals living in the State of California to stay home or at their place of residence except as needed to maintain continuity of operations of the federal critical infrastructure sectors, as outlined at <https://www.cisa.gov/identifying-critical-infrastructure-during-covid-19>. In addition, and in consultation with the Director of the Governor's Office of Emergency Services, I may designate additional sectors as critical in order to protect the health and well-being of all Californians.

Pursuant to the authority under the Health and Safety Code 120125, 120140, 131080, 120130(c), 120135, 120145, 120175 and 120150, this order is to go into effect immediately and shall stay in effect until further notice.

The federal government has identified 16 critical infrastructure sectors whose assets, systems, and networks, whether physical or virtual, are considered so vital to the United States that their incapacitation or

destruction would have a debilitating effect on security, economic security, public health or safety, or any combination thereof. I order that Californians working in these 16 critical infrastructure sectors may continue their work because of the importance of these sectors to Californians' health and well-being.

This Order is being issued to protect the public health of Californians. The California Department of Public Health looks to establish consistency across the state in order to ensure that we mitigate the impact of COVID-19. Our goal is simple, we want to bend the curve, and disrupt the spread of the virus.

The supply chain must continue, and Californians must have access to such necessities as food, prescriptions, and health care. When people need to leave their homes or places of residence, whether to obtain or perform the functions above, or to otherwise facilitate authorized necessary activities, they should at all times practice social distancing.

- 2) The healthcare delivery system shall prioritize services to serving those who are the sickest and shall prioritize resources, including personal protective equipment, for the providers providing direct care to them.
- 3) The Office of Emergency Services is directed to take necessary steps to ensure compliance with this Order.
- 4) This Order shall be enforceable pursuant to California law, including, but not limited to, Government Code section 8665.

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

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

IN WITNESS WHEREOF I have
hereunto set my hand and caused
the Great Seal of the State of
California to be affixed this 19th day
of March 2020.



GAVIN NEWSOM
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State

ESSENTIAL WORKFORCE

On March 19, 2020, Governor Newsom issued Executive Order N-33-20 directing all residents immediately to heed current State public health directives to stay home, except as needed to maintain continuity of operations of essential critical infrastructure sectors and additional sectors as the State Public Health Officer may designate as critical to protect health and well-being of all Californians.

In accordance with this order, the State Public Health Officer has designated the following list of “Essential Critical Infrastructure Workers” to help state, local, tribal, and industry partners as they work to protect communities, while ensuring continuity of functions critical to public health and safety, as well as economic and national security.

Sector Index:

1. [Health and Public Health Sector](#)
2. [Emergency Services Sector](#)
3. [Food and Agriculture Sector](#)
4. [Energy Sector](#)
5. [Water and Wastewater Sector](#)
6. [Transportation and Logistics Sector](#)
7. [Communications and Information Technology Sector](#)
8. [Government Operations and Other Community-Based Essential Functions](#)
9. [Critical Manufacturing Sector](#)
10. [Financial Services Sector](#)
11. [Chemical Sector](#)
12. [Defense Industrial Base Sector](#)
13. [Industrial, Commercial, Residential and Sheltering Facilities and Services](#)

Relevant Guidance For All Sectors:

- [Face Coverings Guidance](#)
 - [Orientación Sobre el Uso de Mascarillas de Tela](#)
- [Self-Isolation for Older Adults and Those Who Have Elevated Risk](#)
 - [Aislamiento para Adultos Mayores y Personas que Tienen un Riesgo Elevado](#)
- [Employers, health care workers and workers in general industry](#)

1. HEALTHCARE / PUBLIC HEALTH

Sector Profile

The Healthcare and Public Health (HPH) Sector is large, diverse, and open, spanning both the public and private sectors. It includes publicly accessible healthcare facilities, research centers, suppliers, manufacturers, and other physical assets and vast, complex public-private information technology systems required for care delivery and to support the rapid, secure transmission and storage of large amounts of HPH data.

Essential Workforce, if remote working is not practical:

1. Health care providers and caregivers (including physicians, dentists, psychologists, mid-level practitioners, nurses, assistants, and aids; infection control and quality assurance personnel; pharmacists; physical, respiratory, speech and occupational therapists and assistants; social workers and providers serving individuals with disabilities including developmental disabilities; optometrists; speech pathologists; chiropractors; diagnostic and therapeutic technicians; and radiology technologists).
2. Workers required for effective clinical, command, infrastructure, support service, administrative, security and intelligence operations across the direct patient care and full healthcare and public health spectrum, including accounting, administrative, admitting and discharge, engineering, accrediting, certification, licensing, credentialing, epidemiological, source plasma and blood donation, food service, environmental services, housekeeping, medical records, information technology and operational technology, nutritionists, sanitarians; emergency medical services workers; prehospital workers including but not limited to urgent care workers; inpatient and hospital workers; outpatient care workers; home care workers; workers at long-term care facilities, residential and community-based providers; workplace safety workers).
3. Workers needed to support transportation to and from healthcare facilities and provider appointments.
4. Workers needed to provide laundry services, food services, reprocessing of medical equipment, and waste management.
5. Vendors and suppliers (including imaging, pharmacy, oxygen services, durable medical equipment)
6. Workers who perform critical clinical research, development, and testing needed for COVID-19 response.
7. Workers in other medical and life science facilities (including Ambulatory Health and Surgical, Blood Banks, Clinics, Community Mental Health, Comprehensive Outpatient rehabilitation, End Stage Renal Disease, Health Departments, Home Health care, Hospices, Hospitals, Long Term Care, Organ Pharmacies, Procurement Organizations, Psychiatric, Residential, Rural Health Clinics and Federally Qualified Health Centers, and retail facilities specializing in medical goods and supplies, including cannabis).
8. Workers for health manufacturing (including life science companies, and companies that have shifted production to medical supplies), materials and parts suppliers, technicians, logistics and warehouse operators, printers, packagers, and distributors of medical equipment (including those who test and repair), personal protective equipment (PPE), isolation barriers, medical

- gases, pharmaceuticals (including materials used in radioactive drugs, and cannabis products), dietary supplements, blood and blood products, vaccines, testing materials, laboratory supplies, cleaning, sanitizing, disinfecting or sterilization supplies, personal hygiene products, and tissue and paper towel products.
9. Public health / community health workers, including those who compile, model, analyze and communicate public health information.
 10. Behavioral and mental health workers responsible for coordination, outreach, engagement, and treatment to individuals in need of mental health and/or behavioral services.
 11. Donors of blood bone marrow, blood stem cell, or plasma and the workers of the organizations that operate and manage related activities.
 12. Workers that manage health plans, billing, and health information.
 13. Workers who conduct community-based public health functions, conducting epidemiologic surveillance, compiling, analyzing and communicating public health information.
 14. Workers performing IT and cybersecurity functions at healthcare and public health facilities.
 15. Workers performing security, incident management, and emergency operations functions at or on behalf of healthcare entities including healthcare coalitions.
 16. Pharmacy employees, including workers necessary to maintain uninterrupted prescription filling.
 17. Workers in retail facilities specializing in medical goods and supplies.
 18. Public health and environmental health workers, including workers specializing in environmental health that focus on implementing environmental controls, sanitary and infection control interventions, healthcare facility safety and emergency preparedness planning, engineered work practices, and developing guidance and protocols for appropriate PPE to prevent COVID-19 disease transmission; Public health/ community health workers (including call center workers) who conduct community- based public health functions, conducting epidemiologic surveillance and compiling, analyzing, and communicating public health information.
 19. Mortuary services providers, including workers performing mortuary, funeral, cremation burial, cemetery, and related services, including funeral homes, crematoriums, cemetery workers and coffin makers.
 20. Workers who coordinate with other organizations to ensure the proper recovery, handling, identification, transportation, tracking, storage, and disposal of human remains and personal effects; certify cause of death; and facilitate access to behavioral and mental health services to the family members, responders, and survivors of an incident.
 21. Workers supporting veterinary hospitals and clinics.

Relevant Sector Guidance:

- [All Facility Letters for health care facilities, including long-term care facilities](#)
- [Health care facilities, Skilled Nursing Facilities](#)
- [Individuals with Access and Functional Needs](#)
- [Medical Waste Management - Interim Guidelines](#)
- [Outpatient Healthcare Facility Infection Control Recommendations for Suspect COVID-19 Patients](#)
- [Prioritization of Patients for Laboratory Testing for COVID-19](#)
- [Veterinary Professionals and Premises](#)
- Regional Centers:
 - [Visits to Licensed Residential Facilities](#)
 - [Risk Mitigation Strategies for ARFPSHN, ICF/DD-CN](#)
- [Adult and Senior Care Facilities](#)

- [Cuidado a los Adultos Mayores](#)
- [Community care facilities, including assisted living facilities and child care](#)
- [Medi-Cal Managed Care Health Plans: COVID – 19 Screening and Testing](#)
- [Coverage Options Fact Sheet](#)
 - [Opciones De Cobertura](#)
- [Department of Managed Health Care All Plan Letter](#)
- [California Department of Insurance Bulletin](#)

2. EMERGENCY SERVICES SECTOR

Sector Profile

The Emergency Services Sector (ESS) is a community of highly-skilled, trained personnel, along with the physical and cyber resources, that provide a wide range of prevention, preparedness, response, and recovery services during both day-to-day operations and incident response. The ESS includes geographically distributed facilities and equipment in both paid and volunteer capacities organized primarily at the federal, state, local, tribal, and territorial levels of government, such as city police departments and fire stations, county sheriff's offices, Department of Defense police and fire departments, and town public works departments. The ESS also includes private sector resources, such as industrial fire departments, private security organizations, and private emergency medical services providers.

Essential Workforce, if remote working is not practical:

1. Public, private, and voluntary personnel (front line and management) in emergency management, law enforcement, fire and rescue services, emergency medical services, corrections, rehabilitation and reentry, search and rescue, hazardous material response, and technicians supporting maritime and aviation emergency response.
2. Public Safety Answering Points and 911 call center employees; personnel involved in access to emergency services including the emergency alert system and wireless emergency alerts.
3. Fusion Center employees
4. Workers who support weather disaster / natural hazard monitoring, response, mitigation, and prevention, including personnel conducting, supporting, or facilitating wildfire mitigation activities
5. Workers – including contracted vendors -- who maintain, manufacture, or supply equipment and services supporting law enforcement, fire, EMS, and emergency service response operations (including safety equipment, electronic security, and uniforms)
6. Workers responding to abuse and neglect of children, elders and dependent adults.
7. Animal control officers and humane officers
8. Security staff to maintain building access control and physical security measures
9. Workers and contracted vendors who maintain and provide services and supplies to public safety facilities, including emergency communication center, public safety answering points, public safety communications centers, emergency operation centers, fire and emergency medical services stations, police and law enforcement stations and facilities.

Relevant Sector Guidance:

- [Public Health Guidance about COVID-19 for California State Prisons](#)
- [First responders, including paramedics and EMTs](#)

3. FOOD AND AGRICULTURE

Sector Profile

The Food and Agricultural (FA) Sector is composed of complex production, processing, and delivery systems and has the capacity to feed people and animals both within and beyond the boundaries of the United States. Beyond domestic food production, the FA Sector also imports many ingredients and finished products, leading to a complex web of growers, processors, suppliers, transporters, distributors, and consumers. This sector is critical to maintaining and securing our food supply.

Essential Workforce, if remote working is not practical:

1. Workers supporting groceries, pharmacies, convenience stores, and other retail that sells food or beverage products, and animal/pet food, retail customer support service, information technology support staff, for online orders, pickup/takeout or delivery.
2. Workers supporting restaurant carry-out and quick serve food operations, including food preparation, carry-out and delivery food employees.
3. Food manufacturer employees and their supplier employees to include those employed in food ingredient production and processing-facilities; aquaculture and seafood harvesting facilities; livestock, poultry, seafood slaughter facilities; pet and animal feed processing facilities; human food facilities producing by-products for animal food; beverage production facilities; and the production of food packaging, including recycling operations and processing.
4. Farmers, farm and ranch workers, and agribusiness support services to include those employed in auction and sales; grain and oilseed handling, storage, processing and distribution; animal food, feed, and ingredient production, packaging, and distribution; manufacturing, packaging, and distribution of veterinary drugs; truck delivery and transport.
5. Farmers, farm and ranch workers, support service workers and their supplier employees producing food supply domestically and for export to include those engaged in raising, cultivating, harvesting, packing, storing, or delivering to storage or to market or to a carrier for transportation to market any agricultural or horticultural commodity for human consumption; those engaged in producing and harvesting field crops; cannabis growers; agricultural and commodity inspection; fuel ethanol facilities; storage facilities; biodiesel and renewable diesel facilities; and other agricultural inputs
6. Employees and firms supporting food, feed, and beverage distribution and ingredients used in these products including warehouse workers, vendor-managed inventory controllers, and blockchain managers.
7. Workers supporting the sanitation of all food manufacturing processes and operations from wholesale to retail.
8. Workers supporting the growth and distribution of plants and associated products for home gardens.
9. Workers in cafeterias used to feed workers, particularly worker populations sheltered against COVID-19
10. Workers in animal diagnostic and food testing laboratories
11. Workers essential for assistance programs and government payments
12. Government, private, and non-governmental organizations' workers essential for food assistance programs (including school lunch programs) and government payments.

13. Employees of companies engaged in the production, storage, transport, and distribution of chemicals; medicines, including cannabis; vaccines; and other substances used by the food and agriculture industry, including seeds, pesticides, herbicides, fertilizers, minerals, enrichments, and other agricultural production aids.
14. Animal agriculture workers to include those employed in veterinary health (including those involved in supporting emergency veterinary or livestock services); raising of animals for food; animal production operations; livestock markets; slaughter and packing plants, manufacturers, renderers, and associated regulatory and government workforce.
15. Transportation supporting animal agricultural industries, including movement of animal medical and reproductive supplies and material, animal vaccines, animal drugs, feed ingredients, feed, and bedding, live animals, animal medical materials; transportation of deceased animals for disposal; and associated regulatory and government workforce
16. Workers who support sawmills and the manufacture and distribution of fiber and forest products, including, but not limited to timber, paper, and other wood and fiber products
17. Employees engaged in the manufacture and maintenance of equipment and other infrastructure necessary to agricultural production and distribution
18. Workers at animal care facilities that provide food, shelter, veterinary and/or routine care and other necessities of life for animals.

Relevant Sector Guidance:

- [Food, Beverage, Other Services](#)
 - [Alimentos, Bebidas y Otros Sitios de Servicios Relacionados](#)
- [Food Industry and Food Supply Chain](#)

4. ENERGY

Sector Profile

The Energy Sector consists of widely diverse and geographically dispersed critical assets and systems that are often interdependent of one another. This critical infrastructure is divided into three interrelated segments or subsectors—electricity, oil, and natural gas—to include the production, refining, storage, and distribution of oil, gas, and electric power. The Energy Sector supplies fuels to the transportation industry, electricity to households and businesses, and other sources of energy that are integral to growth and production across the Nation. In turn, it depends on the Nation's transportation, information technology, communications, finance, water, and government infrastructures.

Essential Workforce, if remote working is not possible:

1. Workers supporting the energy sector, regardless of the energy source, segment of the system, or infrastructure the worker is involved in, or who are needed to monitor, operate, engineer, and maintain the reliability, safety, environmental health, physical and cyber security of the energy system, including power generation, transmission and distribution.
2. Workers supporting the energy sector, regardless of the energy source, needed for construction, manufacturing, transportation and logistics, maintenance, and permitting.
3. IT and OT technology for essential energy sector operations including support workers, customer service operations, call centers, and emergency response and customer emergency operations; energy management systems, control systems, Supervisory Control and Data Acquisition SCADA systems, and energy sector entity data centers; cybersecurity engineers; and cybersecurity risk management.
4. Workers providing services related to energy sector fuels and supply chains, supporting the procurement, mining, drilling, processing, refining, manufacturing, refueling, construction, logistics, transportation (including marine transport, terminals, rail and vehicle transport), permitting operation and maintenance, security, waste disposal, storage, and monitoring of support for resources;
5. Workers supporting environmental remediation and monitoring.
6. Workers supporting manufacturing and distribution of equipment, supplies, and parts necessary to maintain production, maintenance, restoration, and service at energy sector facilities across all energy sectors, and regardless of the energy source.
7. Workers at Independent System Operators and Regional Transmission Organizations, and Network Operations staff, engineers and technicians to manage the network or operate facilities.
8. Workers at Reliability Coordinator, Balancing Authorities, and primary and backup Control Centers, including but not limited to independent system operators, regional transmission organizations, and balancing authorities; and workers involved in energy commodity trading and scheduling.
9. Mutual assistance personnel, which may include workers from outside of the state or local jurisdiction
10. Retail fuel centers such as gas stations and truck stops, and the distribution systems that support them.

5. WATER AND WASTEWATER

Sector Profile

The Water and Wastewater Sector is a complex sector composed of drinking water and wastewater infrastructure of varying sizes and ownership types. Multiple governing authorities pertaining to the Water and Wastewater Sector provide for public health, environmental protection, and security measures, among others.

Essential Workforce, if remote working is not practical:

Employees needed to operate and maintain drinking water and wastewater/drainage infrastructure, including:

1. Operational staff at water authorities
2. Operational staff at community water systems
3. Operational staff at wastewater treatment facilities
4. Workers repairing water and wastewater conveyances and performing required sampling or monitoring
5. Operational staff for water distribution and testing
6. Operational staff at wastewater collection facilities
7. Operational staff and technical support for SCADA Control systems
8. Chemical disinfectant suppliers for water and wastewater and personnel protection
9. Workers that maintain digital systems infrastructure supporting water and wastewater operations

6. TRANSPORTATION AND LOGISTICS

Sector Profile

The Transportation Systems Sector consists of seven key subsectors, or modes:

- Aviation includes aircraft, air traffic control systems, and airports, heliports, and landing strips. Commercial aviation services at civil and joint-use military airports, heliports, and sea plane bases. In addition, the aviation mode includes commercial and recreational aircraft (manned and unmanned) and a wide variety of support services, such as aircraft repair stations, fueling facilities, navigation aids, and flight schools.
- Highway and Motor Carrier encompasses roadway, bridges, and tunnels. Vehicles include trucks, including those carrying hazardous materials; other commercial vehicles, including bicycles, commercial motor coaches and school buses; vehicle and driver licensing systems; taxis, transportation services including Transportation Network Companies, and delivery services including Delivery Network Companies; traffic management systems; AND cyber systems used for operational management.
- Maritime Transportation System consists of coastline, ports, waterways, and intermodal landside connections that allow the various modes of transportation to move people and goods to, from, and on the water.
- Mass Transit and Passenger Rail includes terminals, operational systems, and supporting infrastructure for passenger services by transit buses, trolleybuses, monorail, heavy rail—also known as subways or metros—light rail, passenger rail, and vanpool/rideshare.
- Pipeline Systems consist of pipelines carrying natural gas hazardous liquids, as well as various chemicals. Above-ground assets, such as compressor stations and pumping stations, are also included.
- Freight Rail consists of major carriers, smaller railroads, active railroad, freight cars, and locomotives.
- Postal and Shipping includes large integrated carriers, regional and local courier services, mail services, mail management firms, and chartered and delivery services.

Essential Workforce, if remote working is not practical:

1. Employees supporting or enabling transportation functions, including truck drivers, bus drivers, dispatchers, maintenance and repair technicians, warehouse workers, truck stop and rest area workers, towing and recovery services, roadside assistance workers, intermodal transportation personnel, and workers that maintain and inspect infrastructure
2. Working supporting or providing services that enable logistics operations for essential sectors, wholesale and retail sale, including warehousing, cooling, storing, packaging, and distributing products for wholesale or retail sale or use.
3. Workers supporting maintenance and operation of essential highway infrastructure, including roads, bridges, and tunnels.

4. Workers of firms providing services, supplies, and equipment that enable warehouse and operations, including cooling, storing, packaging, and distributing products for wholesale or retail sale or use.
5. Mass transit workers providing critical transit services and/or performing critical or routine maintenance to mass transit infrastructure or equipment.
6. Employees supporting personal and commercial transportation services, including taxis, bicycle services, Transportation Network Companies, and delivery services including Delivery Network Companies
7. Workers responsible for operating dispatching passenger, commuter and freight trains and maintaining rail infrastructure and equipment
8. Maritime transportation and inland waterway workers – to include maintenance and repair – including port authority and commercial facility personnel, dredgers, port workers, mariners, ship crewmembers, ship pilots and tugboat operators, ship supply, Chandler, and equipment operators.
9. Workers who support the operation, inspection, and maintenance of essential dams, locks, and levees.
10. Workers who support the inspection and maintenance of aids to navigation and other government-provided services that ensure continued maritime commerce.
11. Workers supporting transportation of chemicals, hazardous, medical, waste and recyclable materials to support critical sectors and infrastructure.
12. Automotive repair, maintenance, and transportation equipment manufacturing and distribution facilities.
13. Transportation safety inspectors, including hazardous material inspectors and accident investigator inspectors
14. Manufacturers and distributors (to include service centers and related operations) of lighting and communication systems, specialized signage and structural systems, emergency response equipment and support materials, printers, printed materials, packaging materials, pallets, crates, containers, and other supplies needed to support manufacturing, packaging staging and distribution operations
15. Postal, parcel, courier, last-mile delivery, and shipping workers, to include private companies who accept, process, transport, and deliver information and goods.
16. Workers who supply equipment and materials for maintenance of transportation equipment.
17. Employees who repair and maintain vehicles, aircraft, rail equipment, marine vessels, bicycles, and the equipment and infrastructure that enables operations that encompass movement of cargo and passengers
18. Workers who support air transportation for cargo and passengers, including operation distribution, maintenance, and sanitation. This includes air traffic controllers, flight dispatchers, maintenance personnel, ramp workers, fueling agents, flight crews, airport safety inspectors and engineers, airport operations personnel, aviation and aerospace safety workers, security, commercial space personnel, operations personnel, accident investigators, flight instructors, and other on- and off-airport facilities workers.
19. Workers critical to the manufacturing, distribution, sales, rental, leasing, repair, and maintenance of vehicles and other transportation equipment (including electric vehicle charging stations) and the supply chains that enable these operations, subject to adhering public health guidance issued by CDPH.
20. Workers who support the operation, inspection, and maintenance of essential public works facilities and operations, including bridges, water and sewer main breaks, fleet maintenance personnel, construction of critical or strategic infrastructure, construction material

suppliers, traffic signal maintenance, emergency location services for buried utilities, maintenance of digital systems infrastructure supporting public works operations, and other emergent issues

21. Workers who support, such as road and line clearing, to ensure the availability of needed facilities, transportation, energy and communications.

7. COMMUNICATIONS AND INFORMATION TECHNOLOGY

Sector Profile

The Communications Sector provides products and services that support the efficient operation of today's global information-based society. Communication networks enable people around the world to contact one another, access information instantly, and communicate from remote areas. This involves creating a link between a sender (including voice signals) and one or more recipients using technology (e.g., a telephone system or the Internet) to transmit information from one location to another. Technologies are changing at a rapid pace, increasing the number of products, services, service providers, and communication options. The national communications architecture is a complex collection of networks that are owned and operated by individual service providers. Many of this sector's products and services are foundational or necessary for the operations and services provided by other critical infrastructure sectors. The nature of communication networks involves both physical infrastructure (buildings, switches, towers, antennas, etc.) and cyber infrastructure (routing and switching software, operational support systems, user applications, etc.), representing a holistic challenge to address the entire physical-cyber infrastructure.

The IT Sector provides products and services that support the efficient operation of today's global information-based society and are integral to the operations and services provided by other critical infrastructure Sectors. The IT Sector is comprised of small and medium businesses, as well as large multinational companies. Unlike many critical infrastructure Sectors composed of finite and easily identifiable physical assets, the IT Sector is a functions-based Sector that comprises not only physical assets but also virtual systems and networks that enable key capabilities and services in both the public and private sectors.

Essential Workforce – Communications, if remote working is not practical:

1. Maintenance of communications infrastructure- including privately owned and maintained communication systems- supported by technicians, operators, call-centers, wireline and wireless providers, cable service providers, satellite operations, Internet Exchange Points, Network Access Points, back haul and front haul facilities, and manufacturers and distributors of communications equipment.
2. Workers performing functions related to undersea cable infrastructure and support facilities, including cable landing sites, beach manhole vaults and covers, submarine cable depots, and submarine cable ship facilities
3. Government and private sector employees supporting Department of Defense internet and communications facilities.
4. Workers who support radio, television, and media service, including, but not limited to front line news reporters, studio, and technicians for newsgathering, reporting, and publishing news.
5. Network Operations staff, engineers and/or technicians to include IT managers and staff, HVAC & electrical engineers, security personnel, software and hardware engineers, and database administrators that manage the network or operate facilities
6. Workers responsible for infrastructure construction and restoration, including contractors for construction and engineering of fiber optic cables, buried conduit, small cells, other wireless facilities, and other communications sector-related infrastructure. This includes construction of

new facilities and deployment of new technology required to address congestion or customer usage on remote services.

7. Installation, maintenance and repair technicians that establish, support or repair service as needed.
8. Central office personnel to maintain and operate central office, data centers, and other network office facilities, and critical support personnel assisting front line employees
9. Customer service and support staff, including managed and professional services as well as remote providers of support to transitioning employees to set up and maintain home offices, who interface with customers to manage or support service environments and security issues, including payroll, billing, fraud, logistics and troubleshooting
10. Workers providing electronic security, fire, monitoring, and life safety services, and who ensure physical security, cleanliness, and the safety of facilities and personnel, including those who provide temporary licensing waivers for security personnel to work in other States or Municipalities.
11. Dispatchers involved with service repair and restoration
12. Retail customer service personnel at critical service center locations for onboarding customers, distributing and repairing equipment and other supply chain personnel, to support individuals' remote emergency communications needs;
13. External Affairs personnel to assist in coordinating with local, state, and federal officials to address communications needs supporting COVID-19 response, public safety, and national security.
14. Workers responsible for ensuring that persons with disabilities have access to and the benefits of various communications platforms, including those involved in the provision of telecommunication relay services, closed captioning of broadcast television for the deaf, video relay services for deaf citizens who prefer communication via American Sign Language over text, and audio-description for television programming.

Essential Workforce - Information Technology, if remote working is not practical:

15. Workers who support command centers, including, but not limited to Network Operations Command Centers, Broadcast Operations Control Center and Security Operations Command Centers
16. Data center operators, including system administrators, HVAC & electrical engineers, security personnel, IT managers and purchasers, data transfer solutions engineers, software and hardware engineers, and database administrators
17. Workers who support client service centers, field engineers, and other workers supporting critical infrastructure, as well as manufacturers and supply chain vendors that provide hardware and software, support services, research and development, information technology equipment (to include microelectronics and semiconductors), and HVAC and electrical equipment for critical infrastructure and test labs and certification agencies that qualify such equipment for critical infrastructure.
18. Workers needed to pre-empt and respond to cyber incidents involving critical infrastructure,, and entities supporting the functioning of critical infrastructure sectors
19. Suppliers, designers, transporters and other workers supporting the manufacture, distribution, and construction of essential global, national and local infrastructure for computing services (including cloud computing services and teleworking capabilities), business infrastructure, financial transactions, web-based services, and critical manufacturing

20. Workers supporting communications systems, information technology, and work from home solutions
21. Employees required to support Software as a Service businesses that enable remote working, performance of business operations, distance learning, media services, and digital health offerings, or required for technical support crucial for business continuity and connectivity.

8. GOVERNMENT OPERATIONS AND OTHER COMMUNITY-BASED ESSENTIAL FUNCTIONS

Essential Workforce, if remote working is not practical.

1. Critical government workers, as defined by the employer and consistent with Continuity of Operations Plans and Continuity of Government plans.
2. County workers responsible for determining eligibility for safety net benefits
3. The Courts, consistent with guidance released by the California Chief Justice
4. Workers who support administration and delivery of unemployment insurance programs, income maintenance, employment service, disaster assistance, workers' compensation insurance and benefits programs, and pandemic assistance
5. Workers to ensure continuity of building functions, including but not limited to security and environmental controls, the manufacturing and distribution of the products required for these functions, and the permits and inspection for construction.
6. Elections personnel
7. Federal, State, and Local, Tribal, and Territorial employees who support Mission Essential Functions and communications networks
8. Trade Officials (FTA negotiators; international data flow administrators)
9. Weather forecasters
10. Workers that maintain digital systems infrastructure supporting other critical government operations
11. Workers who support necessary credentialing, vetting and licensing operations for critical sector workers and operations.
12. Workers who are critical to facilitating trade in support of the national, state, and local emergency response supply chain
13. Workers supporting public and private childcare establishments, pre-K establishments, K-12 schools, colleges, and universities for purposes of distance learning, provision of school meals, or care and supervision of minors to support essential workforce across all sectors
14. Staff at government offices who perform title search, notary, and recoding services in support of mortgage and real estate services and transactions;
15. Workers and instructors supporting academies and training facilities and courses for the purpose of graduating students and cadets that comprise the essential workforce for all identified critical sectors
16. Clergy for essential support and faith-based services that are provided through streaming or other technologies that support physical distancing and state public health guidelines.
17. Human services providers, especially for at risk populations, including home delivered meal providers for older adults, people with disabilities, and others with chronic health conditions; home-maker services for frail, homebound, older adults; personal assistance services providers to support activities of daily living for older adults, people with disabilities, and others with chronic health conditions who live independently in the community with supports and services; home health providers who deliver health care services for older adults, people with disabilities, and others with chronic health conditions who live independently in the community with supports and services.
18. Government entities, and contractors that work in support of local, state, and federal public health and medical mission sets, including but not limited to supporting access to healthcare and associated payment functions, conducting public health functions, providing medical care,

supporting emergency management, or other services necessary for supporting the COVID-19 response.

Relevant Sector Guidance:

- Schools and institutions of higher education
 - [Guidance for schools \(PDF\)](#)
 - [Directrices para las escuelas sobre el nuevo coronavirus o COVID-19 \(PDF\)](#)
 - [Guidance for colleges and universities](#)
 - [Directrices para las instituciones de educación superior sobre el nuevo coronavirus o COVID-19](#)
- [Guidance for K-12 Schools: Distance Learning, School Meals, Child Care and Student Supervision](#)
- [Guidance for Using Disinfectants at Schools and Child Cares](#)
 - [Recordatorios para el uso de desinfectantes en las escuelas y guarderías](#)
- [Community care facilities, including assisted living facilities and child care](#)

9. CRITICAL MANUFACTURING

Sector Profile

The Critical Manufacturing Sector identifies several industries to serve as the core of the sector: Primary Metals Manufacturing, Machinery Manufacturing, Electrical Equipment, Appliance, and Component Manufacturing, Transportation Equipment Manufacturing Products made by these manufacturing industries are essential to many other critical infrastructure sectors.

Essential Workforce, if remote working is not practical

1. Workers necessary for the manufacturing of metals, industrial minerals, semiconductors, materials and products needed for supply chains of the critical infrastructure sectors.
2. Workers necessary for the manufacturing of materials and products needed to manufacture medical equipment and personal protective equipment
3. Workers necessary for mining and production of critical minerals, materials and associated essential supply chains, and workers engaged in the manufacture and maintenance of equipment and other infrastructure necessary for mining production and distribution.
4. Workers who produce or manufacture parts or equipment that supports continued operations for any essential services and increase in remote workforce, including computing and communication devices, semiconductors, and equipment such as security tools for Security Operations Centers (SOCs) or data centers.
5. Workers manufacturing or providing parts and equipment that enable the maintenance and continued operation of essential businesses and facilities.

10. FINANCIAL SERVICES

Sector Profile

The Financial Services Sector includes thousands of depository institutions, providers of investment products, insurance companies, other credit and financing organizations, and the providers of the critical financial utilities and services that support these functions. Financial institutions vary widely in size and presence, ranging from some of the world's largest global companies with thousands of employees and many billions of dollars in assets, to community banks and credit unions with a small number of employees serving individual communities. Whether an individual savings account, financial derivatives, credit extended to a large organization, or investments made to a foreign country, these products allow customers to: Deposit funds and make payments to other parties; Provide credit and liquidity to customers; Invest funds for both long and short periods; Transfer financial risks between customers.

Essential Workforce, if remote working is not practical:

1. Workers who are needed to process and maintain systems for processing financial transactions and services, including payment, clearing, and settlement; wholesale funding; insurance services; and capital markets activities
2. Workers who are needed to maintain orderly market operations to ensure the continuity of financial transactions and services.
3. Workers who are needed to provide business, commercial, and consumer access to banking and non-bank financial and lending services, including ATMs, lending money transmission, and to move currency, checks, securities, and payments
4. Workers who support financial operations, such as those staffing call, data and security operations centers, managing physical security, or providing accounting services.
5. Workers supporting production and distribution of debit and credit cards.
6. Workers providing electronic point of sale support personnel for essential businesses and workers.

11. CHEMICAL & HAZARDOUS MATERIALS

Sector Profile

The Chemical Sector—composed of a complex, global supply chain—converts various raw materials into diverse products that are essential to modern life. Based on the product produced, the sector can be divided into five main segments, each of which has distinct characteristics, growth dynamics, markets, new developments, and issues: Basic chemicals; Specialty chemicals; Agricultural chemicals; Pharmaceuticals; Consumer products.

Essential Workforce, if remote working is not practical:

1. Workers supporting the chemical and industrial gas supply chains, including workers at chemical manufacturing plants, workers in laboratories, workers at distribution facilities, workers who transport basic raw chemical materials to the producers of industrial and consumer goods, including hand sanitizers, food and food additives, pharmaceuticals, textiles, building materials, plumbing, electrical and paper products.
2. Workers supporting the safe transportation of chemicals, including those supporting tank truck cleaning facilities and workers who manufacture packaging items
3. Workers supporting the production of protective cleaning and medical solutions, personal protective equipment, disinfectants, and packaging that prevents the contamination of food, water, medicine, among others essential products
4. Workers supporting the operation and maintenance of facilities (particularly those with high risk chemicals and/ or sites that cannot be shut down) whose work cannot be done remotely and requires the presence of highly trained personnel to ensure safe operations, including plant contract workers who provide inspections
5. Workers who support the production and transportation of chlorine and alkali manufacturing, single-use plastics, and packaging that prevents the contamination or supports the continued manufacture of food, water, medicine, and other essential products, including glass container manufacturing
6. Workers at nuclear facilities, workers managing medical waste, workers managing waste from pharmaceuticals and medical material production, and workers at laboratories processing test kits
7. Workers who support hazardous materials response and cleanup
8. Workers who maintain digital systems infrastructure supporting hazardous materials management operations
9. Workers who support the removal, storage, and disposal of residential and commercial solid waste and hazardous waste, including landfill and recycling operations.

12. DEFENSE INDUSTRIAL BASE

Sector Profile

The Defense Industrial Base Sector is the worldwide industrial complex that enables research and development, as well as design, production, delivery, and maintenance of military weapons systems, subsystems, and components or parts, to meet U.S. military requirements. The Defense Industrial Base partnership consists of Department of Defense components, Defense Industrial Base companies and their subcontractors who perform under contract to the Department of Defense, companies providing incidental materials and services to the Department of Defense, and government-owned/contractor-operated and government-owned/government-operated facilities. Defense Industrial Base companies include domestic and foreign entities, with production assets located in many countries. The sector provides products and services that are essential to mobilize, deploy, and sustain military operations.

Essential Workforce, if remote working is not practical:

1. Workers who support the essential services required to meet national security commitments to the federal government and U.S. Military, including, but are not limited to, space and aerospace workers, nuclear matters workers, mechanical and software engineers (various disciplines), manufacturing and production workers, IT support, security staff, security personnel, intelligence support, aircraft and weapon system mechanics and maintainers, and sanitary workers who maintain the hygienic viability of necessary facilities.
2. Personnel working for companies, and their subcontractors, who perform under contract or sub-contract to the Department of Defense (DoD) and the Department of Energy (DoE) (on nuclear matters), as well as personnel at government-owned/contractor operated facilities, and who provide materials and services to the DoD and DoE (on nuclear matters), including support for weapon systems, software systems and cybersecurity, defense and intelligence communications, surveillance, sale of U.S. defense articles and services for export to foreign allies and partners (as authorized by the U.S. government), and space systems and other activities in support of our military, intelligence, and space forces.

13. INDUSTRIAL, COMMERCIAL, RESIDENTIAL, and SHELTERING FACILITIES AND SERVICES

Essential Workforce, if remote working is not practical:

1. Construction Workers who support the construction, operation, inspection, and maintenance of construction sites and construction projects (including housing, commercial, and mixed-use construction); and workers who support the supply chain of building materials from production through application/installation, including cabinetry, fixtures, doors, cement, hardware, plumbing, electrical, heating/cooling, refrigeration, appliances, paint/coatings, and employees who provide services that enable repair materials and equipment for essential functions.
2. Workers such as plumbers, electricians, exterminators, and other service providers who provide services that are necessary to maintaining the safety, sanitation, construction material sources, and essential operation of construction sites and construction projects (including those that support such projects to ensure the availability of needed facilities, transportation, energy and communications; and support to ensure the effective removal, storage, recycling and disposal of solid waste and hazardous waste)
3. Workers such as plumbers, electricians, exterminators, and other service providers who provide services that are necessary to maintaining the safety, sanitation, and essential operation of residences, businesses, and buildings such as hospitals and senior living facilities, including any facility supporting COVID-19 response.
4. Workers who support the supply chain of building materials from production through application and installation, including cabinetry, fixtures, doors, cement, hardware, plumbing (including parts and services), electrical, heating and cooling, refrigeration, appliances, paint and coatings, and workers who provide services that enable repair materials and equipment for essential functions.
5. Workers in hardware and building materials stores, consumer electronics, technology and appliances retail, and related merchant retailers, wholesalers and distributors that support essential workforce functions where sales and operations cannot be conducted online
6. Warehouse operators, including vendors and support personnel critical for business continuity (including heating, ventilation, and air conditioning (HVAC) and electrical engineers, security personnel, and janitorial staff), e-commerce or online commerce, and customer service for essential functions.
7. Workers supporting the operations of commercial buildings that are critical to safety, security, and the continuance of essential activities, such as on-site property managers, building engineers, security staff, fire safety directors, janitorial personnel, and service technicians (e.g., mechanical, HVAC, plumbers, electricians, and elevator).
8. Workers supporting ecommerce through distribution, warehouse, call center facilities, and other essential operational support functions, that accept, store, and process goods, and that facilitate their transportation and delivery
9. Workers distributing, servicing, repairing, installing residential and commercial HVAC systems, boilers, furnaces and other heating, cooling, refrigeration, and ventilation equipment.
10. Workers managing or servicing hotels or other commercial and residential buildings that are used for COVID-19 mitigation and containment measures, treatment measures, provide accommodation for essential workers, or providing housing solutions, including measures to protect homeless populations.

11. Workers responsible for the leasing of residential and commercial properties to provide individuals and families with ready access to available housing.
12. Residential and commercial real estate workers, limited to scheduled property viewings to a potential buying party. This does not extend to open-house viewings, nor viewings with more than one buying party at a time.
13. Professional services, such as legal or accounting services, when necessary to assist in compliance with legally mandated activities and critical sector services
14. Workers responsible for handling property management, maintenance, and related service calls who can coordinate the response to emergency “at-home” situations requiring immediate attention, as well as facilitate the reception of deliveries, mail, and other necessary services.
15. Workers supporting the entertainment industries, studios, and other related establishments, provided they follow covid-19 public health guidance around physical distancing.
16. Workers that provide or determine eligibility for food, shelter, in-home supportive services, child welfare, adult protective services and social services, and other necessities of life for economically disadvantaged or otherwise needy individuals (including family members)
17. Workers performing services in support of the elderly and disabled populations who coordinate a variety of services, including health care appointments and activities of daily living.
18. Workers who provide support to vulnerable populations to ensure their health and well-being including family care providers.
19. Workers providing dependent care services, particularly those whose services ensure essential workers can continue to work.
20. Workers who support food, shelter, and social services, and other necessities of life for economically disadvantaged or otherwise needy individuals, such as those residing in shelters.
21. Workers in laundromats, laundry services, and dry cleaners.
22. Workers providing disinfection services, for all essential facilities in essential sectors
23. Workers necessary for the installation, maintenance, distribution, and manufacturing of water and space heating equipment and its components.
24. Support required for continuity of services, including commercial disinfectant services, janitorial/cleaning personnel, and support personnel functions that need freedom of movement to access facilities in support of front-line employees.

Relevant Sector Guidance:

- [Cleaning & Waste Management for Residences 2/2020](#)
- [Essential/Emergency Personnel Providing Critical In-Home Services](#)
- [Home cleaning with COVID-19 positive individuals](#)
- [Recommended Strategic Approaches for COVID-19 Response for Individuals Experiencing Homelessness](#)
- [Flow Chart: COVID-19 Recommended Protocol for People Experiencing Homelessness](#)
- [Homeless Assistance Providers](#)
- [Immigrant Communities](#)
 - [Las Comunidades de Inmigrantes](#)
- [Pets & People](#)

**EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA**

EXECUTIVE ORDER N-37-20

WHEREAS on March 4, 2020, I proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19; and

WHEREAS in a short period of time, COVID-19 has rapidly spread throughout California, necessitating stringent public health emergency orders as well as guidance from federal, state, and local public health officials; and

WHEREAS on March 16, 2020, I issued Executive Order N-28-20, suspending state law limitations on local jurisdictions that impose restrictions on evictions; and

WHEREAS on March 19, 2020, I issued Executive Order N-33-20, ordering all residents to immediately heed the Order of the State Public Health Officer for all residents, unless exempted, to stay home or at their place of residence; and

WHEREAS many Californians are experiencing or will experience substantial losses of income as a result of business closures, the loss of hours or wages, or layoffs related to COVID-19, hindering their ability to keep up with their rent, and leaving them vulnerable to eviction; and

WHEREAS minimizing evictions during this period is critical to reducing the spread of COVID-19 in vulnerable populations by allowing all residents to stay home or at their place of residence in compliance with Executive Order N-33-20; and

WHEREAS Chief Justice Tani Cantil-Sakauye issued advisory guidance on March 20, 2020 for superior courts to suspend most civil trials and hearings for at least 60 days, and on March 23, 2020, suspended all jury trials for a period of 60 days, and extended by 60 days the time period for the holding of a civil trial; and

WHEREAS on March 25, 2020 the Department of Business Oversight secured support from national banks, state banks and credit unions for temporary delays in mortgage payments and foreclosure sales and evictions for homeowners who have economic impacts from COVID-19 with the objective of maximizing consistency and minimizing hurdles potentially faced by borrowers.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes of the State of California, and in particular, Government Code sections 8567 and 8571, do hereby issue the following Order to become effective immediately:

IT IS HEREBY ORDERED THAT:

- 1) The deadline specified in Code of Civil Procedure section 1167 shall be extended for a period of 60 days for any tenant who is served, while

this Order is in effect, with a complaint that seeks to evict the tenant from a residence or dwelling unit for nonpayment of rent and who satisfies all of the following requirements:

- a. Prior to the date of this Order, the tenant paid rent due to the landlord pursuant to an agreement.
 - b. The tenant notifies the landlord in writing before the rent is due, or within a reasonable period of time afterwards not to exceed 7 days, that the tenant needs to delay all or some payment of rent because of an inability to pay the full amount due to reasons related to COVID-19, including but not limited to the following:
 - (i) The tenant was unavailable to work because the tenant was sick with a suspected or confirmed case of COVID-19 or caring for a household or family member who was sick with a suspected or confirmed case of COVID-19;
 - (ii) The tenant experienced a lay-off, loss of hours, or other income reduction resulting from COVID-19, the state of emergency, or related government response; or
 - (iii) The tenant needed to miss work to care for a child whose school was closed in response to COVID-19.
 - c. The tenant retains verifiable documentation, such as termination notices, payroll checks, pay stubs, bank statements, medical bills, or signed letters or statements from an employer or supervisor explaining the tenant's changed financial circumstances, to support the tenant's assertion of an inability to pay. This documentation may be provided to the landlord no later than the time upon payment of back-due rent.
- 2) No writ may be enforced while this Order is in effect to evict a tenant from a residence or dwelling unit for nonpayment of rent who satisfies the requirements of subparagraphs (a)-(c) of paragraph 1.
- 3) The protections in paragraphs 1 and 2 shall be in effect through May 31, 2020.

Nothing in this Order shall prevent a tenant who is able to pay all or some of the rent due from paying that rent in a timely manner or relieve a tenant of liability for unpaid rent.

Nothing in this Order shall in any way restrict state or local governmental authority to order any quarantine, isolation, or other public health measure that may compel an individual to remain physically present in a particular residential property.

IT IS FURTHER ORDERED that this Order supersedes Executive Order N-28-20 to the extent that there is any conflict with that Order.

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

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

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 27th day of March 2020.

A handwritten signature in black ink, appearing to read 'Gavin Newsom', written over a horizontal line.

GAVIN NEWSOM
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State

**EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA**

EXECUTIVE ORDER N-39-20

WHEREAS on March 4, 2020, I proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19; and

WHEREAS despite sustained efforts, COVID-19 continues to spread at a rapid rate, threatening to overwhelm California's healthcare delivery system; and

WHEREAS California is preparing for a surge in the number of people who will need hospital care during the COVID-19 outbreak by increasing the number of hospital beds and post-acute care facilities that can treat and serve patients; and

WHEREAS this anticipated increase in the use of the healthcare system will require an increase in the health care workforce such as nurses, doctors, medical assistants, and emergency medical technicians; and

WHEREAS maximizing the number of qualified and capable medical and healthcare workers in service in California is imperative to ensure that Californians impacted by COVID-19 can access medical treatment; and

WHEREAS, the anticipated surge requires temporary adjustment of California's staffing and health and safety standards for health providers and health facilities, which are among the strongest in the nation, as numerous professionals are unable to satisfy professional licensing requirements in light of the COVID-19 pandemic that then subsequently prevent them from providing necessary medical and healthcare assistance to the public; and

WHEREAS, our most vulnerable residents who rely on state and local government for social services need additional support during this time; and

WHEREAS the Department of Developmental Services operates Stabilization, Training, Assistance and Reintegration (STAR) community crisis homes to treat individuals with developmental disabilities in acute crisis and additional STAR homes are required to provide treatment to such individuals and to protect the public health during the COVID-19 crisis; and

WHEREAS federal guidance permits monthly caseworker visits with children under court jurisdiction to be accomplished through videoconferencing in limited circumstances, such as a declaration of an emergency that prohibits or strongly discourages face-to-face contact for public health reasons; and

WHEREAS under the provisions of Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this order would prevent, hinder, or delay appropriate actions to prevent and mitigate the effects of the COVID-19 pandemic.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes of the State of California, and in particular, Government Code sections 8567 and 8571, do hereby issue the following Order to become effective immediately:

IT IS HEREBY ORDERED THAT:

- 1) To assist in the care and/or to protect the health of individuals in hospitals and other health facilities, and due to the COVID-19 outbreak, the director of the State Department of Public Health may, to the extent necessary and only for the duration of the declared emergency, waive any of the licensing and staffing requirements of chapters 2 and 2.4 of division 2 of the Health and Safety Code and any accompanying regulations with respect to any hospital or health facility identified in Health and Safety Code section 1250. Any waiver shall include alternative measures that, under the circumstances, will allow the facilities to treat patients while protecting public health and safety. To the extent the facility maintains a disaster and mass casualty plan, the facility granted a waiver shall be established and operate in accordance with that plan. Any waivers granted pursuant to this paragraph shall be posted on the Department's website.
- 2) To facilitate the continued provision of care due to the COVID-19 outbreak, the director of the State Department of Public Health may, to the extent necessary and only for the duration of the declared emergency, waive any of the professional licensing and certification requirements and amend scopes of practice of chapters 2, 2.35, and 8 of division 2 of the Health and Safety Code and any accompanying regulations with respect to certified nursing assistants, home health aides, and nursing home administrators, and chapter 3, division 2 of the Business and Professions Code and accompanying regulations with respect to certified hemodialysis technicians. The Department shall provide guidance to facilities directing the appropriate qualifications and scope of practice for each classification operating under a waiver based on sound clinical guidelines and the individual's training, education, and work experience. Any waiver shall include alternative measures that, under the circumstances, will allow the facilities to treat patients while protecting public health and safety. Any waivers granted pursuant to this paragraph shall be posted on the Department's website.
- 3) The certification and permitting requirements of the Radiologic Technology Act (as identified in Health and Safety Code section 27) are, only for the duration of the declared emergency, suspended for all persons:
 - (i) whose certificate or permit issued pursuant to the Radiological Technology Act is expired, regardless of expiration date, or has been canceled; or
 - (ii) who hold Radiography certification issued by the American Registry of Radiologic Technologists or are an American Registry of Radiologic Technologists Registered Radiologist Assistant; or
 - (iii) who are credentialed as Radiology Practitioner Assistants by the Certification Board for Radiology Practitioner Assistants; or

- (iv) who are certified, permitted or otherwise authorized to perform radiologic technology by passing a State-required examination by a state other than the State of California; and
- (v) who are working under the supervision of a person licensed under the Medical Practice Act, except that the requirement to be under supervision shall not apply to a licentiate of the healing arts, as defined in the Radiological Technology Act; and
- (vi) who are deemed by a health facility as necessary workforce for purposes of this Order.

The specific certification requirements of Health and Safety Code section 107110 are suspended for any person who is licensed under the Medical Practice Act (Business and Professions Code sections 2000, et seq.). Except for persons licensed under the Medical Practice Act, this suspension of certification and permitting requirements shall not apply to persons who have never been either certified or permitted by the Department of Public Health, or certified, permitted, or otherwise authorized by the American Registry of Radiologic Technologists, the Certification Board for Radiology Practitioner Assistants, or any other state. This suspension of certification and permitting requirements shall also not apply to persons whose certificate, permit, or other authorization has been revoked or suspended for cause by the Department of Public Health, the American Registry of Radiologic Technologists, the Certification Board for Radiology Practitioner Assistants, or any other state.

- 4) To ensure hospitals are adequately prepared and staffed to treat COVID-19 patients, the Director of the State Department of Public Health may temporarily waive licensing requirements in Health and Safety Code section 1277 and sections 70203(a)(2), 70701(a)(1)(E), 70703(b), and 70705(a) of Chapter 1, Article 3, of Title 22, that pertain to the credentialing and privileging of physicians. Any waiver shall include alternate measures that, under the circumstances, ensure the competency of physicians providing medical services at the hospital.
- 5) To facilitate the continued provision of care to individuals affected by the COVID-19 outbreak, the Director of the Department of Consumer Affairs may to the extent necessary and only for the duration of the declared emergency, waive any of the professional licensing requirements and amend scopes of practice in Division 2 of the Business and Professions Code, and any accompanying regulations. Professional licensing requirements should be interpreted broadly to effectuate the purposes of this executive order, and they include, but are not limited to, the examination, education, experience, and training requirements necessary to obtain and maintain licensure, and requirements governing the practice and permissible activities for licensees. The Department, in conjunction with the relevant licensing board, shall provide guidance identifying the appropriate qualifications and scope of practice for each classification operating under a waiver based on sound clinical guidelines and the individual's training, education, and work experience. Any waiver may include alternative measures that, under the circumstances, will allow the regulated individual to treat patients while protecting public health

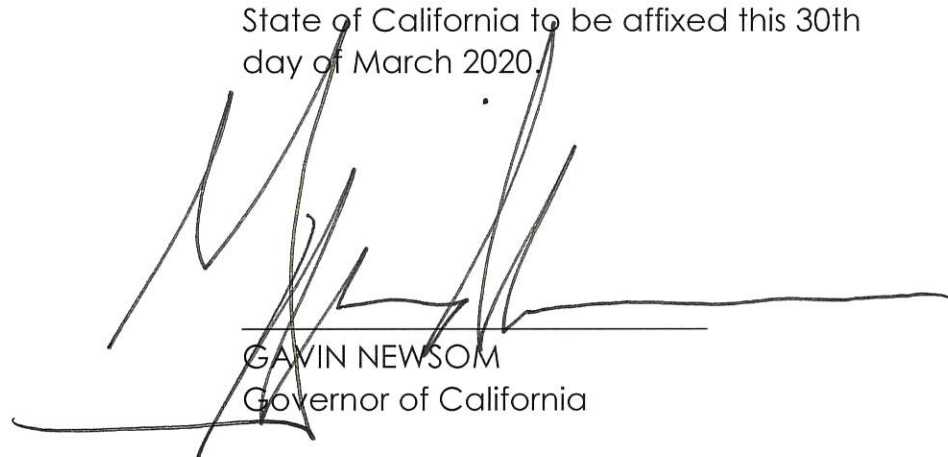
and safety. Any waivers granted pursuant to this paragraph shall be posted on the Department's website.

- 6) To ensure the continued operation of the Emergency Medical Services (EMS) system without unduly endangering the people of California during the COVID-19 outbreak, the Director of the California Emergency Medical Services Authority may as necessary and only for the duration of the declared emergency, suspend any licensing, certification, or training requirements for EMS personnel as contained in the EMS Act Chapters 2, 3, and 4, and accompanying regulations, including the authority to permit EMS personnel to provide services in any setting as authorized by the Director for the performance of the current scope of practice. The Authority shall provide guidance to local emergency medical services authorities directing the appropriate qualifications and scope of practice for each classification operating under a waiver based on sound clinical guidelines and the individual's training, education, and work experience. Any waivers granted pursuant to this paragraph shall be posted on the Authority's website.
- 7) Notwithstanding the Government Code section 14669, or any other law, the Director of the Department of Developmental Services has the authority to enter into a lease, lease-purchase, lease with option to purchase any real or personal property or any other agreement to procure residences or facilities and necessary equipment, goods or services to serve those individuals with development disabilities in crisis, to respond to, mitigate the effects or prevent the spread of COVID-19 to individuals with developmental disabilities or the general community. The leases or agreements may be executed without the review or prior approval of any other state department or agency. The leases or agreements executed pursuant to this provision shall be in effect so long as necessary to address the COVID-19 crisis or its effects.
- 8) The Department of Social Services may, to the extent the Department deems necessary to respond to the COVID-19 crisis, allow any state monthly face-to-face caseworker visitation requirement, standard, or criteria set forth in the Welfare and Institutions Code sections 16501.1, subdivision (l), 16516.5, and 16516.6, as well as accompanying regulations or other written directives, policies or procedures, to be accomplished through videoconferencing, instead of in-person contact. This flexibility shall only be utilized by caseworkers in keeping with guidance from the Department and after a child-specific decision based on the training and experience of the social worker, considering all available information, that an in-person visit is not necessary to ensure the child's safety and well-being. Any flexibility granted pursuant to this paragraph shall not waive or conflict with applicable federal requirements in United States Code, Title 42, sections 622, subdivision (b)(17) and 624, subdivision (f), as modified for emergency waivers in guidance issued March 18, 2020, in the Child Welfare Policy Manual Title IV-B, section 7.3, question 8 and shall expire at the end of the emergency declaration, in 90 days, or sooner as determined by the Department. Any flexibility granted pursuant to this paragraph shall be posted to the Department's website.

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

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

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 30th day of March 2020.

A large, stylized handwritten signature in dark ink, likely belonging to Gavin Newsom, is written over a horizontal line. The signature is composed of several sharp, sweeping strokes.

GAVIN NEWSOM
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State

**EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA**

EXECUTIVE ORDER N-42-20

WHEREAS on March 4, 2020, I proclaimed a state of emergency to exist in California as a result of the threat of COVID-19; and

WHEREAS it is the established policy of the State under Water Code section 106.3 that every human being has the right to safe, clean, affordable, and accessible water adequate for human consumption, cooking, and sanitary purposes; and

WHEREAS to limit the spread of COVID-19 it is crucial that Californians wash their hands regularly and thoroughly; and

WHEREAS many Californians are experiencing or will experience substantial losses of income as a result of business closures, the loss of work hours or wages, or layoffs related to COVID-19, which may hinder their ability to make payments for water service and subject them to water shutoffs due to non-payment; and

WHEREAS many small businesses that provide services essential to the health and well-being of Californians have experienced substantial reductions in income, which may hinder their ability to make payments for water service and subject them to water shutoffs due to non-payment; and

WHEREAS the California Public Utilities Commission has directed private water utilities under its jurisdiction to implement customer service protections, including a moratorium on service disconnections, during the COVID-19 emergency; and

WHEREAS more than 100 public and private water systems have voluntarily agreed to halt disconnections as well; and

WHEREAS under the provisions of Government Code section 8571, I find that strict compliance with the various statutes and regulations concerning water shutoffs specified in this order would prevent, hinder, or delay appropriate actions to prevent and mitigate the effects of the COVID-19 pandemic.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and the statutes of the State of California, and in particular, Government Code sections 8567, 8570, 8571, and 8627, do hereby issue the following order to become effective immediately:

IT IS HEREBY ORDERED THAT:

- 1) The authority of urban and community water systems, as defined in Health and Safety Code section 116902, subdivision (d), to discontinue residential service, as defined in Health and Safety Code section 116902, subdivision (c), for non-payment under Health and Safety Code sections 116908 and 116910, is suspended.
- 2) Water systems not subject to the requirements of Health and Safety Code sections 116908 and 116910 shall not discontinue residential

service, as defined in Health and Safety Code section 116902, subdivision (c), for non-payment.

- 3) Water systems shall restore any residential service to occupied residences that has been discontinued for nonpayment since March 4, 2020.
- 4) Water systems shall not discontinue service to any business in the critical infrastructure sectors designated by the State Public Health Officer as critical to protect the health and well-being of all Californians that qualifies as a small business under 13 C.F.R. § 121.201 of the Small Business Administration's regulations.
- 5) The State Water Resources Control Board shall identify best practices, guidelines, or both to be implemented during the COVID-19 emergency (i) to address non-payment or reduced payments, (ii) to promote and to ensure continuity of service by water systems and wastewater systems, and (iii) to provide measures such as the sharing of supplies, equipment and staffing to relieve water systems under financial distress.

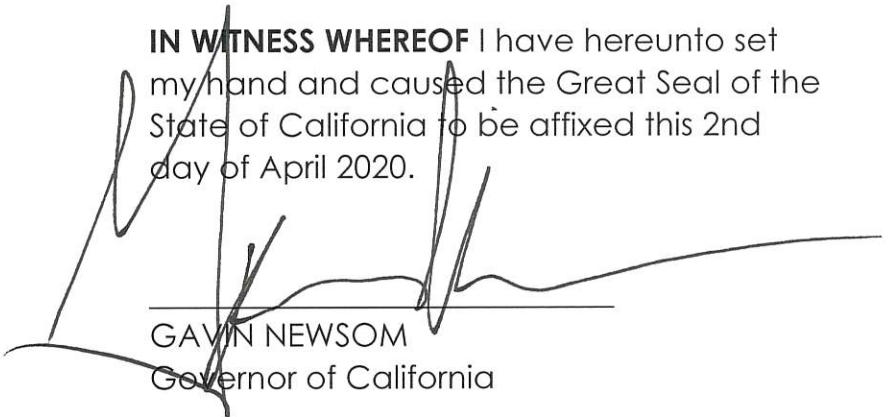
Nothing in this Order eliminates the obligation of water customers to pay for water service, prevents a water system from charging a customer for such service, or reduces the amount a customer already may owe to a water system.

Nothing in this Order modifies the obligations of urban and community waters systems to comply with provisions of the Water Shutoff Protection Act not specifically addressed by this Order or other applicable laws, regulations, and guidelines.

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

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

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 2nd day of April 2020.



GAVIN NEWSOM
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State

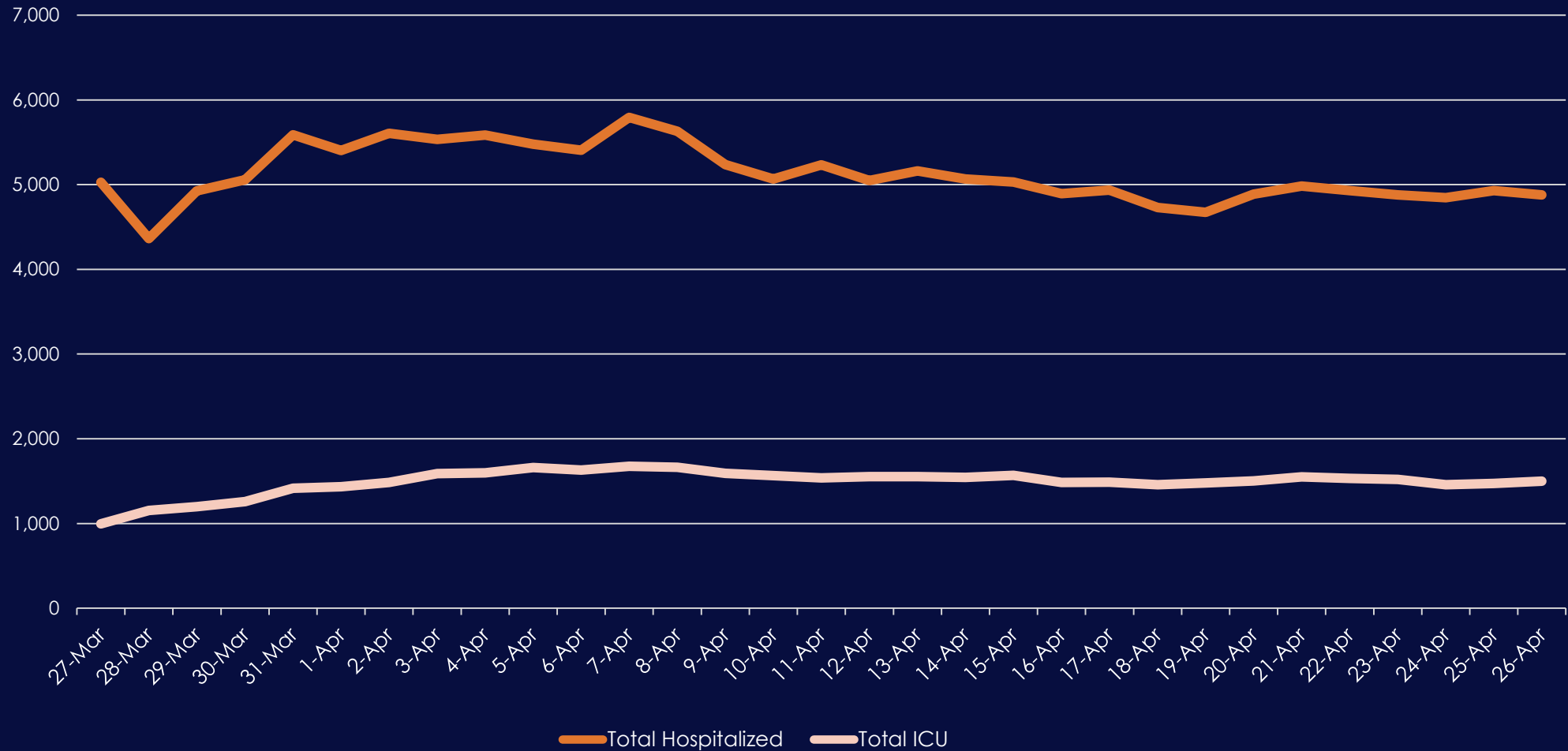


Update on California's Pandemic Roadmap

6 Indicators for Modifying Stay-at-Home Order

- Ability to test, contact trace, isolate, and support the exposed
- Ability to protect those at high risk for COVID-19
- Surge capacity for hospital and health systems
- Therapeutic development to meet the demand
- Ability of businesses, schools, and childcare facilities to support physical distancing
- Determination of when to reinstitute measures like Stay-At-Home

California Hospitalization Trend Lines



Total includes both COVID-19 confirmed positive hospitalizations as well as COVID-19 suspect hospitalizations.

The Basics



COVID-19 is not going away soon.



Modifications to Stay-At-Home Order must be guided by health risk and a commitment to equity.



Taking responsibility is key at all levels – individual, business, and government.

Resilience Roadmap Stages

STAGE 1: Safety and Preparedness

Making essential workforce environment as safe as possible.

STAGE 2: Lower Risk Workplaces

Creating opportunities for lower risk sectors to adapt and re-open.

Modified school programs and childcare re-open.

STAGE 3: Higher Risk Workplaces

Creating opportunities for higher risk sectors to adapt and re-open.

STAGE 4: End of Stay-At-Home Order

Return to expanded workforce in highest risk workplaces.

Requires
Therapeutics.

Stage 1: Safety and Preparedness

This is where we are now.

- **Continue to build out testing, contact tracing, PPE, and hospital surge capacity.**
- **Continue to make essential workplaces as safe as possible.**
 - Physical and work flow adaption
 - Essential workforce safety net
 - Make PPE more widely available
 - Individual behavior changes
- **Prepare sector-by-sector safety guidelines for expanded workforce.**

Stage 2: Lower Risk Workplaces

Gradually opening some lower risk workplaces with ADAPTATIONS:

- Retail (e.g. curbside pickup)
- Manufacturing
- Offices (when telework not possible)
- Opening more public spaces

Expanded Workforce Safety Net:

- Wage replacement so workers can stay home when sick

Stage 2: Lower Risk Workplaces

Schools and Childcare Facilities with Adaptations:

- Summer programs and next school year potentially starting sooner (July/August)
- Childcare facilities to provide more care
- Address learning gaps
- Ensure students and staff are protected
- Allow broader workforce to return to work

Actions needed to get from Stage 1 to Stage 2



Government Actions

- Policies that allow people to stay home when they're sick
- Guidance provided on how to reduce risk



Business Actions

- Wage replacement so workers can stay home when sick
- Implement adaptations to lower-risk workplaces NOW
- Employees continue to work from home when possible



Individual Actions

- Safety precautions – physical distancing, face coverings, etc.
- Avoid all non-essential travel
- Support and care for people who are at high risk

When are we ready for Stage 2?

Key indicator considerations to move to Stage 2:

- Hospitalization and ICU trends stable.
- Hospital surge capacity to meet demand.
- Sufficient PPE supply to meet demand.
- Sufficient testing capacity to meet demand.
- Contact tracing capacity statewide.

Transition to Stage 2 will occur through a statewide modification to the Stay-At-Home Order.

Opportunity for Regional Variations

During Stage 2, counties may choose to relax stricter local orders at their own pace.

Following Stage 2, once a statewide COVID-19 surveillance system is made possible through testing, further regional variations could be supported.

State will consult and collaborate closely with local governments.

Stage 3: Higher Risk Workplaces

Open higher risk environments with adaptations and limits on size of gatherings:

- Personal care (hair and nail salons, gyms)
- Entertainment venues (movie theaters, sports without live audiences)
- In-person religious services (churches, weddings)

Stage 4: End of Stay-At-Home Order

Re-open highest risk workplaces with all indicators satisfied once therapeutics have been developed:

- Concerts
- Convention Centers
- Live audience sports

Be Part of the Solution

Stay Home. Practice Physical Distancing.

We are enlisting all Californians to help inform the development of guidance for sectors across our economy.

This guidance will provide a framework for how to safely re-open.

CALIFORNIA
ALL

**Your Actions
Save Lives**

covid19.ca.gov

**EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA**

EXECUTIVE ORDER N-60-20

WHEREAS on March 4, 2020, I proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19; and

WHEREAS on March 19, 2020, I issued Executive Order N-33-20, which directed all California residents to immediately heed current State public health directives; and

WHEREAS State public health directives, available at <https://covid19.ca.gov/stay-home-except-for-essential-needs/>, have ordered all California residents stay home except for essential needs, as defined in State public health directives; and

WHEREAS COVID-19 continues to menace public health throughout California; and

WHEREAS the extent to which COVID-19 menaces public health throughout California is expected to continue to evolve, and may vary from place to place within the State; and

WHEREAS California law promotes the preservation of public health by providing for local health officers—appointed by county boards of supervisors and other local authorities—in addition to providing for statewide authority by a State Public Health Officer; and

WHEREAS these local health officers, working in consultation with county boards of supervisors and other local authorities, are well positioned to understand the local needs of their communities; and

WHEREAS local governments are encouraged to coordinate with federally recognized California tribes located within or immediately adjacent to the external geographical boundaries of such local government jurisdiction; and

WHEREAS the global COVID-19 pandemic threatens the entire State, and coordination between state and local public health officials is therefore, and will continue to be, necessary to curb the spread of COVID-19 throughout the State; and

WHEREAS State public health officials have worked, and will continue to work, in consultation with their federal, state, and tribal government partners; and

WHEREAS the State Public Health Officer has articulated a four-stage framework—which includes provisions for the reopening of lower-risk businesses and spaces (“Stage Two”), to be followed by the reopening of higher-risk businesses and spaces (“Stage Three”)—to allow Californians to gradually resume various activities while continuing to preserve public health in the face of COVID-19; and

WHEREAS the threat posed by COVID-19 is dynamic and ever-changing, and the State's response to COVID-19 (including implementation of the four-stage framework) should likewise retain the ability to be dynamic and flexible; and

WHEREAS to preserve this flexibility, and under the provisions of Government Code section 8571, I find that strict compliance with the Administrative Procedure Act, Government Code section 11340 et seq., would prevent, hinder, or delay appropriate actions to prevent and mitigate the effects of the COVID-19 pandemic.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes of the State of California, and in particular, Government Code sections 8567, 8571, 8627, and 8665; and also in accordance with the authority vested in the State Public Health Officer by the laws of the State of California, including but not limited to Health and Safety Code sections 120125, 120130, 120135, 120140, 120145, 120150, 120175, and 131080; do hereby issue the following Order to become effective immediately:

IT IS HEREBY ORDERED THAT:

- 1) All residents are directed to continue to obey State public health directives, as made available at <https://covid19.ca.gov/stay-home-except-for-essential-needs/> and elsewhere as the State Public Health Officer may provide.
- 2) As the State moves to allow reopening of lower-risk businesses and spaces ("Stage Two"), and then to allow reopening of higher-risk businesses and spaces ("Stage Three"), the State Public Health Officer is directed to establish criteria and procedures—as set forth in this Paragraph 2—to determine whether and how particular local jurisdictions may implement public health measures that depart from the statewide directives of the State Public Health Officer.

In particular, the State Public Health Officer is directed to establish criteria to determine whether and how, in light of the extent to which the public health is menaced by COVID-19 from place to place within the State, local health officers may (during the relevant stages of reopening) issue directives to establish and implement public health measures less restrictive than any public health measures implemented on a statewide basis pursuant to the statewide directives of the State Public Health Officer.

The State Public Health Officer is further directed to establish procedures through which local health officers may (during the relevant stages of reopening) certify that, if their respective jurisdictions are subject to proposed public health measures (which they shall specify to the extent such specification may be required by the State Public Health Officer) that are less restrictive than public health measures implemented on a statewide basis pursuant to the statewide directives of the State Public Health Officer, the public health will not be menaced. The State Public Health Officer shall additionally establish procedures to permit, in a manner consistent with public health and

safety, local health officers who submit such certifications to establish and implement such less restrictive public health measures within their respective jurisdictions.

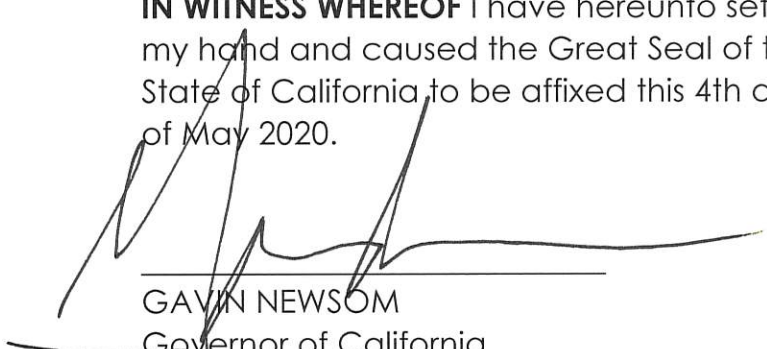
The State Public Health Officer may, from time to time and as she deems necessary to respond to the dynamic threat posed by COVID-19, revise the criteria and procedures set forth in this Paragraph 2. Nothing related to the establishment or implementation of such criteria or procedures, or any other aspect of this Order, shall be subject to the Administrative Procedure Act, Government Code section 11340 et seq. Nothing in this Paragraph 2 shall limit the authority of the State Public Health Officer to take any action she deems necessary to protect public health in the face of the threat posed by COVID-19, including (but not limited to) any necessary revision to the four-stage framework previously articulated by the State Public Health Officer.

- 3) Nothing in this Order shall be construed to limit the existing authority of local health officers to establish and implement public health measures within their respective jurisdictions that are more restrictive than, or that otherwise exist in addition to, the public health measures imposed on a statewide basis pursuant to the statewide directives of the State Public Health Officer.

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

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

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 4th day of May 2020.



GAVIN NEWSOM
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State

**County of Tulare
Health & Human Services Agency
Public Health Branch**

Health Officer
5957 South Mooney Blvd.
Visalia, CA 93277 559-624-8480



**EXTENSION OF EMERGENCY ORDER FOR THE PREVENTION OF NOVEL CORONAVIRUS (COVID-19)
TRANSMISSION IN OR ABOUT RESTAURANTS, BARS, FOOD TRUCKS, GROCERY STORES, AND OTHER
RETAIL FOOD AND BEVERAGE SERVICE VENUES, ENTERTAINMENT AND RECREATIONAL VENUES,
GYMS, HEALTH CLUBS, THEATERS, CHURCHES, AND OTHER SOCIAL GATHERINGS**

WHEREAS, on March 11, 2020, the County Health Officer of the County of Tulare proclaimed and declared that a local health emergency now exists in the County of Tulare due to the presence of and threat posed by the novel coronavirus ("COVID-19"); and

WHEREAS, the Tulare County Board of Supervisors ratified said proclamation at its regular meeting of March 17, 2020; and

WHEREAS, said proclamation shall remain in effect until further notice; and

WHEREAS, the severity of the local health emergency appears to be increasing each day, with additional reported cases of COVID-19 infections and related deaths in all areas of California, the U.S., and throughout the world; and

WHEREAS, on March 16, 2020, the California Department of Public Health ("CDPH") and State Emergency officials issued guidance to local communities regarding public safety measures that should be taken with respect to (1) retail food, beverage, and related service venues, (2) entertainment venues; and (3) gyms, health clubs, theaters, and other social gatherings, in order to prevent the transmission of COVID-19;

WHEREAS, on March 19, 2020, the County Public Health Officer issued an Emergency Order For The Prevention Of Novel Coronavirus (COVID-19) Transmission In Or About Restaurants, Bars, Food Trucks, Grocery Stores, And Other Retail Food And Beverage Service Venues, Entertainment And Recreational Venues, Gyms, Health Clubs, Theaters, Churches, And Other Social Gatherings ("ORDER"), which is set to expire on April 19, 2020;

WHEREAS, on March 19, 2020, Governor Newsom issued Executive Order N-33-20 directing all California residents immediately to heed current State public health directives to stay home (shelter-in-place), except as needed to maintain continuity of operations of essential critical infrastructure sectors and additional sectors as the State Public Health Officer may designate as critical to protect the health and well-being of all Californians; and

WHEREAS, due to the continued transmission of COVID-19 throughout Tulare County, it is the opinion of the County Public Health Officer that it is necessary to continue to enforce the aforementioned orders to combat further transmission of the disease to Tulare County residents.

NOW, THEREFORE, pursuant to Tulare County Ordinance Code sections 1-15-1033 (b) and 1-15-1040 (b), and California Health and Safety Code sections 101040, 101085, and 120175, the County Public Health Officer extends the ORDER previously issued on March 19, 2020, until such a time that it is terminated or modified by the County Public Health Officer in writing.

IT IS SO ORDERED.

Time: 5:10 p.m.
Date: April 8, 2020

Issued by:



Karen Haught, MD
County Health Officer
County of Tulare
Health & Human Services Agency
Public Health Branch

Approved as to Form:
COUNTY COUNSEL

By Jennifer M. Flores Digitally signed by Jennifer M. Flores
Date: 2020.04.09 09:46:16 -0700
Chief Deputy
Matter No. 2020217

Attachments: March 19, 2020 Order of the County Public Health Officer

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**County of Tulare
Health & Human Services Agency
Public Health Branch**

Health Officer
5957 South Mooney Blvd.
Visalia, CA 93277 559-624-8480



**AMENDED EMERGENCY ORDER FOR THE PREVENTION OF NOVEL CORONAVIRUS (COVID-19)
TRANSMISSION IN OR ABOUT RESTAURANTS, BARS, FOOD TRUCKS, GROCERY STORES, AND OTHER
RETAIL FOOD AND BEVERAGE SERVICE VENUES, ENTERTAINMENT AND RECREATIONAL VENUES,
GYMS, HEALTH CLUBS, THEATERS, CHURCHES, OTHER SOCIAL GATHERINGS, AND OUTDOOR
RECREATIONAL ACTIVITIES**

WHEREAS, on March 11, 2020, the County Health Officer of the County of Tulare proclaimed and declared that a local health emergency now exists in the County of Tulare due to the presence of and threat posed by the novel coronavirus ("COVID-19"); and

WHEREAS, the Tulare County Board of Supervisors ratified said proclamation at its regular meeting of March 17, 2020; and

WHEREAS, said proclamation shall remain in effect until further notice; and

WHEREAS, the severity of the local health emergency appears to be increasing each day, with additional reported cases of COVID-19 infections and related deaths in all areas of California, the U.S., and throughout the world; and

WHEREAS, the California Department of Public Health ("CDPH") and State Emergency officials have issued ongoing guidance to local communities regarding public safety measures that should be taken with respect to (1) retail food, beverage, and related service venues, (2) entertainment venues, and (3) gyms, health clubs, theaters, other social gatherings, and outdoor recreational activities, in order to prevent the transmission of COVID-19; and

WHEREAS, said guidance is designed to protect individuals attending and working at these venues and prevent the spread of COVID-19 in our communities; and

WHEREAS, under said guidance, available at <https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/Immunization/ncov2019.aspx> and <https://covid19.ca.gov/stay-home-except-for-essential-needs/> the following actions have been recommended:

- **Bars, wineries, breweries and pubs** should be closed, except for venues that are currently authorized to provide off sale beer and wine to be consumed off premises be allowed; bars, breweries, pubs, and wineries that include meals provided by a full kitchen should follow the restaurant guidance below if they provide delivery or pick-up options;
- **Restaurants** should be closed for in-restaurant seated dining and should be open only to drive-through or other pick-up/delivery options;
- **Food trucks** should increase the frequency of cleaning of menus, cash registers, receipt trays, condiment holders, writing instruments and other non-food contact surfaces frequently touched by patrons and employees, ensure that social distancing of six feet per person between those who are not members of the same household is maintained and make clear that members of the same household can participate together, stand in line together, etc., but limiting the number of

people in lines;

- **Grocery stores and charitable food distribution sites** should remain fully open and operational, but ensure that social distancing of six feet per person between those who are not members of the same household is maintained and make clear that members of the same household can participate in activities together, stand in line together, etc., and limiting the number of customers at any given time as necessary to reduce outdoor/indoor crowding and lines to meet social distancing guidance, and increase cleaning and sanitizing frequency of restroom and other high contact areas; and stores that have online ordering with outside pick-up or delivery options should encourage use of these when possible in lieu of indoor shopping;
- **Certified Farmers' Markets** should space booths accordingly to increase social distancing among patrons in line and walking about the market; ensure that social distancing of six feet per person between those who are not members of the same household is maintained and make clear that members of the same household can participate in activities together, stand in line together, etc.; limit the number of customers at any given time as necessary to reduce outdoor/indoor crowding and lines to meet social distancing guidance; increase cleaning and sanitizing frequency of restroom and other high contact areas; train employees on best hygiene practices including washing their hands often with soap and water for at least 20 seconds; offer additional hand washing or sanitizing stations throughout the venue; encourage activities such as pre-bagging to expedite purchasing; suspend sampling activities; increase frequency of cleaning of tables, payment devices, and other surfaces; eliminate non-essential/non-related services, such as bands or other entertainment; and at the end of the market, continue to utilize local food recovery systems to feed/donate extra products to populations in need;
- **All retail food and beverage service venues** should remind employees of best hygiene practices including washing their hands often with soap and water for at least 20 seconds;
- **Gambling venues** should eliminate, delay, or reduce conventions/tournaments that increase customer flow above 250 persons in a single room/space; increase frequency of cleaning of chips, shuffling machines, and other objects utilized in games; increase frequency of cleaning and/or disposal of playing cards; eliminate non-essential/non-related services, such as massages or other ancillary services co-housed in gambling venues that could increase customer flow above 250 persons in a single room/space; ensure that social distancing of six feet per person between those who are not members of the same household is maintained and make clear that members of the same household can participate together, stand in line together etc.; limit the number of people in lines; separate spaces on the gaming floor into smaller components; increase frequency of cleaning and sanitizing per CDC Environmental Cleaning and Disinfection guidance of all hard surfaces, including terminals and felt and vinyl surfaces of card tables and chairs; increase cleaning and sanitizing frequency of restroom and other high contact areas; eliminate events/marketing that target individuals that the CDPH has identified higher risk of serious illness for COVID-19 ; provide additional opportunities throughout the venue for persons to reduce the spread of the virus through hand washing or sanitizing stations;
- **Theme Parks and Attractions** should ensure that social distancing of six feet per between those who are not members of the same household is maintained and make clear that members of the same household can participate in activities together, stand in line together etc.; limit attendance as necessary to reduce outdoor/indoor crowding and lines to meet social distancing guidance; increase cleaning and sanitizing frequency of restroom and other high contact areas; train employees on best hygiene practices including washing their hands often with soap and water for at least 20 seconds; increase spacing of show times to allow for more thorough cleaning of single room or space and social distancing during show times; provide additional opportunities throughout the venue for persons to reduce the spread of the virus through hand washing or sanitizing stations; eliminate events/marketing that target individuals that the CDPH has

identified as higher risk of serious illness for COVID-19; extend hours to allow for staggering of attendance; and add distance to locations individuals sit or stand around tables;

- **Gyms, health clubs, and theaters** should be closed;
- **All gatherings** (defined as any event or convening that brings together people in a single room or single space at the same time, such as an auditorium, stadium, arena, large conference room, meeting hall, cafeteria, or any other indoor or outdoor space) should be postponed or cancelled, except for those defined as “essential,” meaning that they cannot be postponed or achieved without gathering, and that some other means of communication could not be used to conduct the essential function.
- **Face coverings**, such as scarves (dense fabric, without holes), bandanas, neck gaiters, or other fabric face coverings, should be worn by all persons over the age of two years at all times while inside of or waiting to enter any business or facility, while riding or waiting to ride any public or shared transportation, and at any other time when it is impossible to maintain a distance of six-feet between persons who are not members of a shared household. All persons, including Essential Workers are discouraged from using Personal Protective Equipment (PPE), such as N95 masks, for non-medical reasons, because supply must be available to healthcare workers.

WHEREAS, the increasing threat posed by COVID-19 in Tulare County makes it advisable that the actions recommended in said guidance become mandatory in the incorporated and unincorporated areas of County of Tulare at least for the time being.

NOW, THEREFORE, pursuant to Tulare County Ordinance Code sections 1-15-1033 (b) and 1-15-1040 (b), and California Health and Safety Code sections 101040, 101085, and 120175, the Health Officer of the County of Tulare hereby orders as follows, which shall be effective immediately and remain in effect until such a time that it is terminated or modified by the County Public Health Officer in writing:

1. Definitions:

- a) Restaurant: Any establishment that sells food for consumption on-premises.
- b) Food Court: Any establishment that sells food for consumption on-premises in a shared setting with other establishments.
- c) Bar and tavern: Any establishment with the following types of California Alcoholic Beverage Control licenses:
 - 1) 40 - On Sale Beer (Bar, Tavern)
 - 2) 42 - On Sale Beer & Wine - Public Premises (Bar, Tavern)
 - 3) 48 - On Sale General - Public Premises (Bar, Night Club)
 - 4) 51 - Club
 - 5) 57 - Special On Sale General
 - 6) 60 - On Sale Beer - Seasonal
 - 7) 61 - On Sale Beer - Public Premises
- d) Food truck: Any “mobile food facility” within the meaning of the California Retail Food Code.
- e) Certified Farmers’ Market: A location that is certified by the State of California through the enforcement officers of the county agricultural commissioners and operated pursuant to Chapter 10.5 (commencing with Section 47000) of Division 17 of the Food and Agricultural Code and regulations adopted pursuant to that chapter.
- f) Grocery Store: Any store primarily engaged in the retail sale of canned food, dry goods, fresh fruits and vegetables, and fresh meats, fish, and poultry and any area that is not separately owned within the store where food is prepared and served, including a bakery, deli, and meat and

seafood counter. "Grocery store" includes convenience stores.

- g) Charitable Food Distribution Site: A "food bank" or "limited service charitable feeding operation" within the meaning of the California Retail Food Code.
 - h) Gambling venue: Any cardroom, casino, or similar site where the primary goal of those assembled is the wagering of money or other things of value on events with uncertain outcomes, with the primary intent of winning money or material goods, and over which the Tulare County Public Health Officer has jurisdiction.
 - i) Entertainment and recreational venue: Any site where the primary goal of those assembled is to promote amusement, enjoyment, pleasure, recreation, diversion, relaxation, and other similar uses, including, but not limited to, theme parks, amusement parks, attractions, theaters, museums, roller rinks, skate parks, sports stadiums, bowling alleys, and the like.
 - j) Theme park: Any entertainment venue or amusement park in which rides, games, and buildings are based on a central theme.
 - k) Amusement Park: Any entertainment venue that features various attractions such as rides and games, as well as other events for entertainment purposes.
 - l) Attraction: Any place of interest where persons visit, typically for its inherent or exhibited natural or cultural value, historical significance, natural or built beauty, offering leisure and amusement.
 - m) Gym and Health Club: Any room or building used for various indoor sports or exercise activities, and usually equipped with exercise or gymnastic apparatus, locker and shower rooms, indoor or outdoor swimming pools, sports courts, and similar spaces.
 - n) Theater: Any entertainment venue used for housing dramatic presentations, stage entertainments, or motion-picture shows.
 - o) Church: Any site, with or without structures, the primary use of which is the assemblage of people for any religious worship, education, or expression.
 - p) Social gathering: Any event or convening that brings together people in a single room or single space at the same time, such as an auditorium, stadium, arena, large conference room, meeting hall, cafeteria, or any other indoor or outdoor space.
 - q) Outdoor recreational activities: Any activity that can be done in an outside setting, including but not limited to, individual and group sports.
2. **Restaurants, Food Courts, and other establishments** that offer on-premises dining shall not allow consumption of food or beverages on-premises. Delivery, drive-thru, and pick-up options are allowed.
 3. **Bars and taverns** shall be closed.
 4. **Food Trucks** shall not allow consumption of food or beverages on or about the premises and shall increase the frequency of cleaning of menus, cash registers, receipt trays, condiment holders, writing instruments and other non-food contact surfaces frequently touched by patrons and employees; ensure that social distancing of six feet per person between those who are not members of the same household is maintained and make clear that members of the same household can participate together, stand in line together, etc., but limit the number of people in their lines. All employees of the Food Truck should wear an appropriate face covering at all times.
 5. **Certified Farmers' Markets** shall space booths accordingly to increase social distancing among patrons in line and walking about the market; ensure that social distancing of six feet per between those who are not members of the same household is maintained and make clear that members of the same household can participate in activities together, stand in line together, etc.; limit the number of customers at any given time as necessary to reduce outdoor/indoor crowding and lines to meet social distancing guidance; increase cleaning and sanitizing frequency of restroom and other high contact areas; train employees on best hygiene practices including washing their hands often with

soap and water for at least 20 seconds; offer additional hand washing or sanitizing stations throughout the venue; encourage activities such as pre-bagging to expedite purchasing; suspend sampling activities; increase frequency of cleaning of tables, payment devices, and other surfaces; eliminate non-essential/non-related services, such as bands or other entertainment; and at the end of the market, continue to utilize local food recovery systems to feed/donate extra products to populations in need. All persons providing essential services at a Farmers' Market should wear an appropriate face covering at all times.

6. **Grocery Stores and Charitable Food Distribution Sites** are allowed to remain fully open and operational, but must ensure that social distancing of six feet per person between those who are not members of the same household is maintained and make clear that members of the same household can participate in activities together, stand in line together, etc.; limit the number of customers at any given time as necessary to reduce outdoor/indoor crowding and lines to meet social distancing guidance; increase cleaning and sanitizing frequency of restroom and other high contact areas; and stores that have online ordering with outside pick-up or delivery options should encourage use of these when possible in lieu of indoor shopping. All employees of the grocery store or charitable food distribution site should wear an appropriate face covering at all times.
7. **All retail food, beverage, and other related service venues** shall remind employees of best hygiene practices including washing their hands often with soap and water for at least 20 seconds. All venues should require employees to wear an appropriate face covering at all times.
8. **Gambling venues** shall be closed.
9. **Entertainment and recreational venues**, including, but not limited to, theme parks, amusement parks, attractions, theaters, museums, roller rinks, skate parks, sports stadiums, bowling alleys, and the like, shall be closed.
10. **Gyms and health clubs** shall be closed;
11. **All social gatherings**, including, but not limited to church services, meetings of service and social clubs, conferences, conventions, and the like, shall be postponed or cancelled.
12. **Outdoor recreational activities** are permissible as long as it is feasible to maintain a safe physical distance of six feet and gather only with members of the same household at all times during said activity(ies). Individual outdoor recreational activities are permissible as long as it is feasible to maintain a safe physical distance of six feet at all times during said activity. Any outdoor group sports or activities shall be postponed or cancelled unless the sport or activity can be done individually or with members of the same household only. There should be no shared equipment between persons who are not members of the same household. Visit <https://covid19.ca.gov/stay-home-except-for-essential-needs/#top>, Outdoor Recreation section for a list of requirements, specifically allowed activities, and further guidance from the state of California.
13. For those businesses closed under this Order, business owners, managers, and supervisory staff are allowed to be on site to conduct minimum basic operations, provided that they each observe the social distancing and best personal hygiene practices (including washing their hands often with soap and water for at least 20 seconds) outlined above.
14. No County permits for special events shall be granted. All County permits for special events previously issued are revoked or postponed.
15. No temporary ABC licenses shall be authorized by the County.
16. For personal and public health and safety purposes, all residents of and visitors to Tulare County are strongly urged to practice social distancing of six feet per person when able to do so, wash their hands often with soap and water for at least 20 seconds, wear face coverings, such as scarves (dense fabric, without holes), bandanas, neck gaiters, or other fabric face coverings, at all times while inside of or waiting to enter any business or facility, while riding or waiting to ride any public or shared

transportation, and at any other time when it is impossible to maintain a distance of six-feet between persons who are not members of a shared household and follow all other guidance from public health officials with regard to the threat posed by COVID-19.

17. Each incorporated city within Tulare County is urged and requested to take such actions, if any, as may be reasonably necessary to permit this Order to be fully enforced within its respective jurisdiction.
18. The Public Health Branch of the Tulare County Health and Human Services Agency, the Tulare County District Attorney's office, the Tulare County Counsel's office, and all other applicable County of Tulare Agencies, Departments, and Divisions are requested and directed to enforce this Order within their respective jurisdictions.
19. Pursuant to California Government Code section 26602, the Sheriff of Tulare County is requested to enforce this Order within the Sheriff's jurisdiction to prevent the spread of COVID-19.
20. Pursuant to California Government Code section 41601, the chiefs of the police departments of the Cities of Visalia, Tulare, Porterville, Dinuba, Exeter, Lindsay, Woodlake, and Farmersville are requested to enforce this Order within their respective jurisdictions to prevent the spread of COVID-19.
21. The Order shall be subject to amendment or repeal at any time and shall not be deemed to confer any contractual obligations, property rights, or assume any County or other public agency liability.
22. If any provision of this Order or its application to any person or circumstance is held to be invalid, then the remainder of the Order, including the application of such part or provision to other persons or circumstances, shall not be affected and shall continue in full force and effect. To this end, the provisions of this Order are severable.
23. This Order shall be immediately translated into Spanish, and accommodations made for disabled persons to read its contents; it shall also be distributed to all local media and made prominently available on the County of Tulare's website.
24. Pursuant to California Health and Safety Code sections 101029 and 120280, and Tulare County Ordinance Code sections 1-15-1040(b) and 125, violations of this Order shall be punishable as a misdemeanor upon conviction by a fine of not exceeding one thousand dollars or by imprisonment for a term of not exceeding six months, or by both such fine and imprisonment.

IT IS SO ORDERED.

Time: 9:10am
Date: May 5, 2020

Issued by:



Karen Haught, MD
County Health Officer
County of Tulare
Health & Human Services Agency
Public Health Branch

Approved as to Form:
COUNTY COUNSEL

By
Deputy County Counsel
Matter No. 2020217JMS/5-05-2020/2020217/1463907.docx



TULARE COUNTY HEALTH & HUMAN SERVICES AGENCY

Karen M. Elliott, MBA • Public Health Branch Director
Karen Haught, MD, M.P.H. • County Health Officer

Timothy W. Lutz, MBA
Agency Director

May 7, 2020

Health Advisory Recommending Face Coverings for the Public and Essential Workers

This health advisory seeks to inform the public about the need for Face Coverings when outside the home for the prevention and source control of COVID-19.

Summary

- Tulare County Public Health urges the public to use Face Coverings while attending to essential activities in order to reduce the spread of COVID-19
- Individuals are asked to ensure effective use of Face Coverings by washing their hands after putting on and taking of the Face Covering
- Essential businesses and their employees are asked to utilize Face Coverings when providing services to the public
- Essential businesses are asked to post signage informing the public of the requirement to utilize Face Coverings

The United States Centers for Disease Control and Prevention ("CDC"), California Department of Public Health ("CDPH"), and the Tulare County Public Health Branch ("TCPH") have recommended that members of the public, should cover the mouth and nose to prevent inadvertently spreading the virus that causes Coronavirus Disease 2019 ("COVID-19"). One key transmission method for the COVID-19 virus is respiratory droplets that people expel when they breathe or sneeze. Individuals have been found to be infected with COVID-19 and not have any symptoms, meaning they are asymptomatic, but they can still be contagious. People can also be infected and contagious 48 hours before developing symptoms, the time when they are pre-symptomatic. Many people with the COVID-19 virus have mild symptoms and do not recognize they are infected and contagious, and they can unintentionally infect others. Therefore, the CDC, CDPH, and TCPH believe that wearing a face covering, when combined with physical distancing of at least 6 feet and frequent hand washing, may reduce the risk of transmitting coronavirus when in public and engaged in essential activities by reducing the spread of respiratory droplets. *For clarity, although wearing a face covering is one tool for reducing the spread of the virus, doing so is not a substitute for sheltering in place, physical distancing of at least 6 feet, and frequent hand washing.*

This Advisory requires that people wear Face Coverings in three main settings. First, members of the public must wear Face Coverings while inside of or waiting in line to enter Essential Businesses and other businesses or facilities engaged in Minimum Basic Operations, providing Essential Infrastructure, and providing Essential Government Functions (except Healthcare Operations, which are subject to different requirements), when seeking healthcare from Healthcare Operations, and when waiting for or riding on



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public transportation and other types of shared transportation. These settings are defined further below.

Second, this Advisory also requires employees, contractors, owners, and volunteers of all Essential Businesses or those operating public transportation and other types of shared transportation to wear a Face Covering when at work.

And third, this Advisory also requires workers engaged in Minimum Basic Operations, Essential Infrastructure work, and Essential Government Functions to wear a Face Covering in areas where the public is present or likely to be and at any time when others are nearby.

This Advisory does not require that any child aged twelve years or younger wear a Face Covering and recommends that any child aged two years or younger should not wear one because of the risk of suffocation. This Advisory also does not apply to people who are in their own cars alone or with members of their own household. It also does not require people wear Face Coverings while engaged in outdoor recreation such as hiking, bicycling, or running, though it does recommend that they have a Face Covering with them and still requires them to practice social distancing and other measures to protect against transmission of the virus.

Definition of Face Coverings

As used in this Advisory, a "Face Covering" means a covering made of cloth, fabric, or other soft or permeable material, without holes, that covers only the nose and mouth and surrounding areas of the lower face. A covering that hides or obscures the wearer's eyes or forehead is not a Face Covering. Examples of Face Coverings include a scarf or bandana; a neck gaiter; a homemade covering made from a t-shirt, sweatshirt, or towel, held on with rubber bands or otherwise; or a mask, which need not be medical-grade. A Face Covering may be factory-made, or may be handmade and improvised from ordinary household materials. The Face Covering should be comfortable, so that the wearer can breathe comfortably through the nose and does not have to adjust it frequently, so as to avoid touching the face. For as long as medical grade masks such as N95 masks and surgical masks are in short supply, members of the public should not purchase those masks as Face Coverings under this Advisory. In general, even when not required by this Advisory, people are strongly encouraged to wear Face Coverings when in public.

A video showing how to make a face covering and additional information about how to wear and clean Face Coverings may be found at the website of Centers for Disease Control and Prevention, at <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/diy-cloth-face-coverings.html>.

Effective Use

Face Coverings must be worn in such a manner as to contain respiratory droplets and minimize transmission of the virus via the hands. To achieve this, Face Coverings should fit snugly and be washed daily. Cloth Face Coverings can be safely cleaned in a washing machine or by hand as the materials



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permit. Individuals should be careful not to touch their eyes, nose, or mouth when removing their Face Coverings and wash their hands immediately after removing.

Members of the Public

All members of the public, except as specifically exempted below, must wear a Face Covering outside their home or other place they reside in the following situations:

1. When they are inside of, or in line to enter, any Essential Business, including, but not limited to, grocery stores, convenience stores, supermarkets, laundromats, and restaurants;
2. When they are inside or at any location or facility engaging in Minimum Basic Operations or seeking or receiving Essential Government Functions inside of any location or facility;
3. When they are engaged in Essential Infrastructure work
4. When they are obtaining services at Healthcare Operations— including hospitals, clinics, COVID-19 testing locations, dentists, pharmacies, blood banks and blood drives, other healthcare facilities, mental health providers, or facilities providing veterinary care and similar healthcare services for animals — unless directed otherwise by an employee or worker at the Healthcare Operation; or
5. When they are waiting for or riding on public transportation or paratransit or are in a taxi, private car service, or ride-sharing vehicle.

Essential Businesses and Infrastructure

All Essential Businesses, as well as entities and organizations with workers engaged in Essential Infrastructure work, Minimum Basic Operations, or Essential Government Functions (except for Healthcare Operations, which are subject to their own regulation regarding specified face coverings), must:

1. Require their employees, contractors, owners, and volunteers to wear a Face Covering at the workplace and when performing work off-site any time the employee, contractor, owner, or volunteer is:
 - a. interacting in person with any member of the public;
 - b. working in any space visited by members of the public, such as by way of example and without limitation reception areas, grocery store or pharmacy aisles, service counters, public restrooms, cashier and checkout waiting rooms, service areas, and other spaces used to interact with the public, regardless of whether anyone from the public is present at the time;
 - c. working in any space where food is prepared or packaged for sale or distribution to others;
 - d. working in or walking through common areas such as hallways, stairways, elevators, and parking facilities; or
 - e. in any room or enclosed area when other people (except for members of the person's own household or residence) are present.



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2. Take reasonable measures, such as posting signs, to remind their customers and the public of the requirement that they wear a Face Covering while inside of or waiting in line to enter the business, facility, or location. Essential Businesses and entities or organizations that engaged in Essential Infrastructure work or Minimum Basic Operations must take all reasonable steps to prohibit any member of the public who is not wearing a Face Covering from entering and must not serve that person if those efforts are unsuccessful and seek to remove that person.

For clarity, a Face Covering is not required when a person is in a personal office (a single room) when others outside of that person's household are not present as long as the public does not regularly visit the room.

Exceptions

1. Any child aged two years or less must not wear a Face Covering because of the risk of suffocation. This Order does not require that any child aged twelve years or less wear a Face Covering. Parents and caregivers must supervise use of Face Coverings by children to avoid misuse.
2. Wearing a Face Covering is recommended, but not required, while engaged in outdoor recreation such as hiking, bicycling, or running. But each person engaged in such activity must comply with social distancing requirements including maintaining at least six feet of separation from all other people. Because running or bicycling causes people to more forcefully expel airborne particles, making the usual minimum 6 feet distance less adequate, runners and cyclists must take steps to avoid exposing others to those particles, which include the following measures: wearing a Face Covering when possible; crossing the street when running to avoid sidewalks with pedestrians; slowing down and moving to the side when unable to leave the sidewalk and nearing other people; never spitting; and avoiding running or cycling directly in front of or behind another runner or cyclist who is not in the same household.
3. This Advisory does not require any person to wear a Face Covering while driving alone, or exclusively with other members of the same family or household, in a motor vehicle.
4. A Face Covering is also not required by this Advisory to be worn by a particular individual if the person can show either: (1) a medical professional has advised that wearing a Face Covering may pose a risk to the person wearing the mask for health-related reasons; or (2) wearing a Face Covering would create a risk to the person related to their work as determined by local, state, or federal regulators or workplace safety guidelines. A Face Covering should also not be used by anyone who has trouble breathing or is unconscious, incapacitated, or otherwise unable to remove the Face Covering without assistance.

Conclusion

The intent of this Order is to ensure that all people who are visiting or working at Essential Businesses



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and all people who are seeking care at healthcare facilities or engaged in certain types of public transit or transportation with others wear a Face Covering to reduce the likelihood that they may transmit or receive the COVID-19 virus. The intent of this Advisory is also to ensure that people who work for or seek services from entities engaged in Essential Infrastructure work, Minimum Basic Operations, or Essential Government Functions also wear a Face Covering when they are in close proximity to others. In so doing, this Advisory will help reduce the spread of the COVID-19 virus and mitigate the impact of the virus on members of the public and on the delivery of critical healthcare services to those in need. All provisions of this Advisory must be interpreted to effectuate this intent.

A handwritten signature in black ink that reads "Karen Haught".

Karen Haught MD, MPH
Health Officer of Tulare County

**County of Tulare
Health & Human Services Agency
Public Health Branch**

Health Officer
5957 South Mooney Blvd.
Visalia, CA 93277 559-624-8480



EMERGENCY ORDER FOR THE PREVENTION OF NOVEL CORONAVIRUS (COVID-19) TRANSMISSION

WHEREAS, on March 4, 2020, the Governor of the State of California proclaimed a state of Emergency now exists in the State of California due to the presence of and threat posed by the novel coronavirus ("COVID-19"); and

WHEREAS, on March 11, 2020, the County Health Officer of the County of Tulare proclaimed and declared that a local health emergency now exists in the County of Tulare due to the presence of and threat posed by COVID-19; and

WHEREAS, the Tulare County Board of Supervisors ratified said proclamation at its regular meeting of March 17, 2020; and

WHEREAS, said proclamation shall remain in effect until further notice; and

WHEREAS, on March 19, 2020, the Governor of the State of California issued Executive Order N-33-20, ordering that all Californians shelter in place to preserve public health and safety ("Shelter in Place Order"); and

WHEREAS, the Shelter in Place Order has been successful in slowing the transmission and infection rate of COVID-19 in the State of California; and

WHEREAS, on March 19, 2020 the County Health Officer of the County of Tulare issued an EMERGENCY ORDER FOR THE PREVENTION OF NOVEL CORONAVIRUS (COVID-19) TRANSMISSION IN OR ABOUT RESTAURANTS, BARS, FOOD TRUCKS, GROCERY STORES, AND OTHER RETAIL FOOD AND BEVERAGE SERVICE VENUES, ENTERTAINMENT AND RECREATIONAL VENUES, GYMS, HEALTH CLUBS, THEATERS, CHURCHES, OTHER SOCIAL GATHERINGS, AND OUTDOOR RECREATIONAL ACTIVITIES, which order was extended on April 8, 2020, and amended on May 5, 2020 (the "Amended Emergency Order"); and

WHEREAS, on April 14, 2020, the State of California presented the Pandemic Roadmap, a four-stage plan for modifying the Shelter in Place Order, and defining the statewide current status under the plan as being at Stage 1; and

WHEREAS, on May 4, 2020, the State announced that entry into Stage 2 of the plan would begin on May 8, 2020 for all Counties, subject to certain conditions and certain guidance; and

WHEREAS, advancement within the Pandemic Roadmap by an individual County can be accomplished by meeting certain State-defined criteria and procedures; and

WHEREAS, the Pandemic Roadmap is designed to prevent the spread of COVID-19 in California while allowing parts of our state to safely reopen; and

WHEREAS, it is advisable that the State criteria, procedures, and guidance for the stages of the Pandemic

Roadmap become mandatory in the incorporated and unincorporated areas of County of Tulare.

NOW, THEREFORE, pursuant to Tulare County Ordinance Code sections 1-15-1033 (b) and 1-15-1040 (b), and California Health and Safety Code sections 101040, 101085, and 120175, the Health Officer of the County of Tulare hereby orders as follows, which shall be effective immediately and remain in effect until such a time that it is terminated or modified by the County Public Health Officer in writing:

1. **The Amended Emergency Order** is hereby terminated. Any previous Public Health Orders, other than the Emergency Declaration dated March 11, 2020, not previously terminated by the Amended Emergency Order are hereby terminated.
2. **The Shelter in Place Order**, the emergency orders of the State Public Health Director related to the COVID-19 pandemic, and the State's Pandemic Roadmap and guidance issued with respect to the roadmap, as may be amended, modified, or supplemented from time-to-time by their makers, are hereby adopted as emergency orders of the County Health Officer of the County of Tulare and enforceable as such.
3. **Only** the activities and businesses authorized by the County's current stage of the Pandemic Roadmap shall be allowed. The County's current stage of the Pandemic Roadmap can be found at <https://covid19.tularecounty.ca.gov/>.
4. **Bars, wineries, breweries and pubs** shall follow the State's guidelines and shall be closed until allowed under the County's current stage of the Pandemic Roadmap.
5. **Restaurants** shall follow the State's guidelines and shall be open only to drive-through or other pickup/delivery options and shall not open their in-restaurant seated dining nor allow consumption of food or beverages on-premises until allowed under the County's current stage of the Pandemic Roadmap.
6. **Food Trucks** shall follow the State's guidelines and shall not allow consumption of food or beverages on or about the premises until allowed under the County's current stage of the Pandemic Roadmap.
7. **Certified Farmers' Markets** shall follow the State's guidelines and shall space booths accordingly to increase social distancing and shall eliminate non-essential/non-related services, such as bands or other entertainment until allowed under the County's current stage of the Pandemic Roadmap.
8. **Gambling venues** shall follow the State's guidelines and shall be closed until allowed under the County's current stage of the Pandemic Roadmap.
9. **Entertainment and recreational venues**, including, but not limited to, theme parks, amusement parks, attractions, theaters, museums, roller rinks, skate parks, sports stadiums, bowling alleys, and the like, shall follow the State's guidelines and shall be closed until allowed under the County's current stage of the Pandemic Roadmap.
10. **Gyms and health clubs** shall follow the State's guidelines and shall be closed until allowed under the County's current stage of the Pandemic Roadmap.
11. **All social gatherings**, including, but not limited to church services, meetings of service and social

clubs, conferences, conventions, and the like, shall be postponed or cancelled until allowed under the County's current stage of the Pandemic Roadmap.

12. **Outdoor recreational activities** shall be permissible as long as it is feasible to maintain a safe physical distance of six feet and gather only with members of the same household at all times during said activity(ies). Individual outdoor recreational activities are permissible as long as it is feasible to maintain a safe physical distance of six feet at all times during said activity. Any outdoor group sports or activities shall be postponed or cancelled unless the sport or activity can be done individually or with members of the same household only. There should be no shared equipment between persons who are not members of the same household. Visit <https://covid19.ca.gov/stay-home-except-for-essential-needs/#top>, Outdoor Recreation section for a list of requirements, specifically allowed activities, and further guidance from the state of California. These social distancing requirements shall remain in place as they relate to Outdoor Recreation Activities until abolished under the County's current stage of the Pandemic Roadmap.
13. For those businesses closed under this Order, business owners, managers, and supervisory staff are allowed to be on site to conduct minimum basic operations, provided that they each observe the social distancing and best personal hygiene practices (including washing their hands often with soap and water for at least 20 seconds) outlined above.
14. No County permits for special events shall be granted, all County permits for special events previously issued are revoked or postponed, and no temporary ABC licenses shall be authorized by the County until social gatherings are permitted under the County's current stage of the Pandemic Roadmap.
15. For personal and public health and safety purposes, all residents of and visitors to Tulare County are strongly urged to practice social distancing of six feet per person when able to do so, wash their hands often with soap and water for at least 20 seconds, wear face coverings, such as scarves (dense fabric, without holes), bandanas, neck gaiters, or other fabric face coverings, at all times while inside of or waiting to enter any business or facility, while riding or waiting to ride any public or shared transportation, and at any other time when it is impossible to maintain a distance of six-feet between persons who are not members of a shared household and follow all other guidance from public health officials with regard to the threat posed by COVID-19.
16. Each incorporated city within Tulare County is urged and requested to take such actions, if any, as may be reasonably necessary to permit this Order to be fully enforced within its respective jurisdiction.
17. The Public Health Branch of the Tulare County Health and Human Services Agency, the Tulare County District Attorney's office, the Tulare County Counsel's office, and all other applicable County of Tulare Agencies, Departments, and Divisions are requested and directed to enforce this Order within their respective jurisdictions.
18. Pursuant to California Government Code section 26602, the Sheriff of Tulare County is requested to enforce this Order within the Sheriff's jurisdiction to prevent the spread of COVID-19.
19. Pursuant to California Government Code section 41601, the chiefs of the police departments of the

Cities of Visalia, Tulare, Porterville, Dinuba, Exeter, Lindsay, Woodlake, and Farmersville are requested to enforce this Order within their respective jurisdictions to prevent the spread of COVID-19.

20. The Order shall be subject to amendment or repeal at any time and shall not be deemed to confer any contractual obligations, property rights, or assume any County or other public agency liability.
21. If any provision of this Order or its application to any person or circumstance is held to be invalid, then the remainder of the Order, including the application of such part or provision to other persons or circumstances, shall not be affected and shall continue in full force and effect. To this end, the provisions of this Order are severable.
22. This Order shall be immediately translated into Spanish, and accommodations made for disabled persons to read its contents; it shall also be distributed to all local media and made prominently available at <https://covid19.tularecounty.ca.gov/>.
23. Pursuant to California Health and Safety Code sections 101029 and 120280, and Tulare County Ordinance Code sections 1-15-1040(b) and 125, violations of this Order shall be punishable as a misdemeanor upon conviction by a fine of not exceeding one thousand dollars or by imprisonment for a term of not exceeding six months, or by both such fine and imprisonment.
24. Pursuant to Tulare County Ordinance Code sections 4-01-1070 and 4-01-1315, violations of this Order may be considered a public nuisance.
25. Pursuant to Tulare County Ordinance Code sections 1-23-1000 and 1-23-1015 violations of this Order shall be subject to an administrative fine or penalty.
26. All open businesses, facilities, retail food, venues shall ensure social distancing of six feet per person between those who are not members of the same household, limit the number of customers at any given time as necessary to reduce outdoor/indoor crowding and lines to meet social distancing guidance, increase cleaning and sanitizing frequency of all contact areas, encourage use of online ordering with curbside pickup or delivery options in lieu of indoor shopping, remind employees of best hygiene practices including washing their hands often with soap and water for at least 20 seconds and wearing appropriate face covering when necessary.
27. Current guidance related to the Pandemic Roadmap is located at <https://covid19.ca.gov/roadmap/>.
28. Tulare County's Current Stage and information related to allowable businesses and activities is located at <https://covid19.tularecounty.ca.gov/>.
29. For personal and public health and safety purposes, all residents of and visitors to Tulare County are strongly urged to practice social distancing of six feet per person when able to do so, wash their hands often with soap and water for at least 20 seconds, wear face coverings, such as scarves (dense fabric, without holes), bandanas, neck gaiters, or other fabric face coverings, at all times while inside of or waiting to enter any business or facility, while riding or waiting to ride any public or shared transportation, and at any other time when it is impossible to maintain a distance of six-feet between

persons who are not members of a shared household and follow all other guidance from public health officials with regard to the threat posed by COVID-19.

30. Each incorporated city within Tulare County is urged and requested to take such actions, if any, as may be reasonably necessary to permit this Order to be fully enforced within its respective jurisdiction.
31. 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.
32. 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.
33. Pursuant to California Government Code section 41601, the chiefs of the police departments of the Cities of Visalia, Tulare, Porterville, Dinuba, Exeter, Lindsay, Woodlake, and Farmersville are requested to enforce this Order within their respective jurisdictions to prevent the spread of COVID-19.
34. The Order shall be subject to amendment or repeal at any time and shall not be deemed to confer any contractual obligations, property rights, or assume any County or other public agency liability.
35. If any provision of this Order or its application to any person or circumstance is held to be invalid, then the remainder of the Order, including the application of such part or provision to other persons or circumstances, shall not be affected and shall continue in full force and effect. To this end, the provisions of this Order are severable.
36. This Order shall be immediately translated into Spanish, and accommodations made for disabled persons to read its contents; it shall also be distributed to all local media and made prominently available on the County of Tulare's website.
37. Pursuant to California Health and Safety Code sections 101029 and 120280, and Tulare County Ordinance Code sections 1-15-1040(b) and 125, violations of this Order shall be punishable as a misdemeanor upon conviction by a fine of not exceeding one thousand dollars or by imprisonment for a term of not exceeding six months, or by both such fine and imprisonment.

IT IS SO ORDERED.

Time: 7:35am

Date: May 8, 2020

Issued by: 

Karen Haught, MD
County Health Officer
County of Tulare
Health & Human Services Agency
Public Health Branch

Approved as to Form:
COUNTY COUNSEL

By 
Deputy County Counsel

Matter No. 2020217

JMS/5-07-2020/2020217/1465457.docx



TULARE COUNTY'S MULTI-STAGE APPROACH TOWARDS A HEALTHIER COMMUNITY

Epidemiologists and infectious disease experts agree that in the absence of strict social distancing, Tulare County numbers would once again surge. COVID-19 will continue to be a serious threat until there is an effective vaccine or more effective therapeutic treatments. Centers for Disease Control and Prevention (CDC) and National Institute of Allergy and Infectious Diseases (NIAID) experts estimate that we will not have a vaccine for COVID-19 until 2021, at the earliest. For the foreseeable future, living with COVID-19 is our new “normal”.

Living with this disease means finding ways for our community to return to work with COVID-19 still circulating. There is an emerging consensus that America's economy should open in stages with different parts of the economy and different aspects of public life reopening at different times will present a framework for a three-stage approach that reflects the state of the COVID-19 pandemic in Tulare County.

Over the last couple of weeks, California counties in coordination with the California Department of Public Health have worked extensively to create meaningful criteria that provides a solid framework to use when deciding to reopen local economies. Specifically, Tulare County has adopted four criteria to use as the means of determining the readiness of reopening our local economy. It is important to note that these criteria are aligned with other California Counties and the recommendations from the State, however, our readiness may be earlier or later than other counties due to our local situation.

The following four (4) criteria will need to be met simultaneously before moving to Stage 2, and then again before moving to Stage 3, and then once again before moving to Stage 4. Each of the following criteria has assessments and respective metrics that will be used to determine forward movement to the next Stage. However, if it is determined that there is a potential rebound or local outbreak, returning to an earlier Stage is probable.

- **(CASES) SUSTAINED REDUCTION OR STABILITY IN NEW CASES FOR 14 DAYS.** Tulare County agrees that movement towards reopening for Stage 2 should begin after 14 days of a sustained downward trend in COVID-19 positive cases.

Certain increases, such as an increase in active cases over the course of five days, would clearly be a cause for concern. However, exact judgements should reflect a precise understanding of local trends. If, for instance, public health departments identify a specific outbreak and are able to isolate COVID-positive cases and quarantine people who were in close contact quickly, movement towards greater reopening could continue, even with an increase in positive cases.

- **ADEQUATE DIAGNOSTIC TESTING CAPACITY AND RAPID TEST RESULTS. THE ABILITY TO TEST ALL INDIVIDUALS WITH COVID-19 SYMPTOMS (WITHIN A CERTAIN TIMEFRAME). SAME-DAY TESTING WIDELY AVAILABLE FOR HOSPITALIZED PATIENTS, HEALTH CARE WORKERS AND WORKERS IN ESSENTIAL ROLES, CLOSE CONTACTS OF CONFIRMED CASES, AND OUTPATIENTS WITH SYMPTOMS).** Expanding testing capacity and making testing broadly available is necessary to treat and control infection, and for detecting increases COVID-19 cases early.
- **PUBLIC HEALTH DEPARTMENT’S CAPACITY TO RAPIDLY INTERVIEW NEW CASES, IDENTIFY CLOSE CONTACTS, AND ENSURE THAT ISOLATION AND QUARANTINE ARE EFFECTIVE.** Public health surveillance must be strengthened to understand the spread of COVID-19 and rapidly detect outbreaks. Experts call for evidence of declining transmission for at least 14 days before there could be a move to a staged approach of reopening the economies. Tulare County must closely monitor the signs of COVID-19 spread. It must notice problems to avoid overcrowding of emergency departments or outbreaks among the higher risk.
- **HEALTH CARE SYSTEM CAPACITY TO RESPOND TO POTENTIAL SURGES.** Tulare County must ensure that the local healthcare system is out of crisis mode and able to handle potential new surges in patients, along with non-COVID-19 related services, prior to reopening the economy. Tulare County will continue to track and share information about the availability of hospital beds, ICU beds, ventilators, and personal protective equipment (PPE) in order to ensure that they are adequately available if cases surge, as modeled under a variety of assumptions. Data on available capacity should be assessed at a designated frequency. State stockpiles should be used to fill any deficiencies and there should be continuous monitoring of cases statewide to assure that capacity will not be exceeded.

GOALS AND LINKED METRICS TO CONSIDER WHEN MOVING BETWEEN STAGES

Goals	Metric
1. Containment Capacity	GOAL: Stable or decreasing COVID-19 infection rate METRIC: Low prevalence of disease - no more than 1 case per 10,000 people in last 14 days METRIC: No more than 1 death in last 14 days GOAL: Ability to test everyone who needs to be tested METRIC: Minimum daily testing volume of 1.5 per 1,000 residents METRIC: Testing availability for at least 75% of residents as measured by specimen collection sites within a 60-minute drive in rural areas
2. Case investigation and contact tracing	GOAL: The public health system has adequate infrastructure, processes, and workforce to reliably detect and safely isolate new cases, as well as follow up with individuals who have been in contact with positive cases METRIC: Sufficient staff allocated to contact tracing, at least 15 staff per 100,000 population

	METRIC: Availability of temporary housing units to shelter at least 15% of county residents experiencing homelessness
3. Health Care System Capacity	GOAL: Hospitals can quickly and independently supply sufficient PPE and critical medical equipment and can surge intensive care unit (ICU) capacity. METRIC: Ability to accommodate a minimum surge of 35% (combined for county) due to COVID-19 patients as well as providing usual care for non-COVID-19 patients.
4. Vulnerable Populations	GOAL: Ability to protect our vulnerable populations METRIC: Skilled nursing & other congregate living facilities have > 14-day supply of PPE and access to non-state sources for replenishing the supplies.

Potential Increased Community Transmission when Re-opening Public Spaces.

Opening public spaces will entail an increased risk of community transmission. Certain populations will be more at risk for serious consequences and mortality from contracting the disease. Those most at risk include:

- Healthcare workers, first responders and other essential workers in contact with the public;
- Older adults living in nursing homes, assisted living, and senior housing;
- Racial and ethnic minorities;
- Justice-involved populations;
- People experiencing homelessness; and,
- People with disabilities and living in state institutions, group homes, and other congregate settings.
- Pregnant individuals

Given the setting and circumstances of where these populations reside, targeted monitoring and interventions will be critical to protecting these communities. Tulare County must develop effective systems and policies that protect these populations so that it is less likely to experience outbreaks that can interrupt the gradual reopening of society.

Strong and Clear Communication and Public Engagement Plan.

Communication is an integral part during a crisis, and is even more important as Tulare County moves toward reopening. It is critical that public engagement is incorporated into the response plan to minimize the risk of misunderstanding, confusion, or protest by individuals who believe reopening should be either faster or slower. It is important that Tulare County evaluates the different needs, risk factors, and resources.

Rationale for a Multi-Stage Approach to Reopening

Developing a framework that thoughtfully guides decision making on key factors to reopen the economy is important. The framework must include an array of public health factors, including consistent communication related to COVID-19, data collection, defining measures to reassess readiness for opening, and anticipating the need to revert to tighter control measures. Additionally, criteria for moving between stages and defining the stages for reopening must be established. Equally important is building partnerships between public and private sectors to implement the plan.

This is the time to identify and share critical metrics and explain “the rules for reopening.” The most important message to convey in this period is that **the rate of transmission must decline or remain low to make it safe to proceed with plans to reopen local economies**. During this process, local governments should engage health care systems, schools and businesses to fine tune plans for a staged reopening and to clearly convey the steps that will be necessary.

Testing capacity should continue to expand; vulnerable populations should be identified and monitored. Businesses, schools, and healthcare facilities should develop written plans for how they will help prevent COVID-19 spread in their facilities. Policymakers should also examine disincentives to testing and isolation or quarantining, such as the fear that people who test positive or are quarantined could lose their jobs. Travel to and from areas that are experiencing significant disease should be discouraged or prohibited.

This stage should continue for the next two weeks. During this time, monitoring should indicate case numbers are declining. Based on COVID-19 case rate statistics by city and region, healthcare providers and health systems should demonstrate they can manage (with ICU beds, ventilators, PPE, nurse and physician staffing, and other metrics of capacity) no less than 1 week of new cases at the prior week case rate prior to progression between stages or to moving on to the first stage of reopening.

During this planning period, all non-essential businesses should remain closed and the Stay At Home Order remains in place. Except when performing essential services, citizens over age 65 and those with high risk factors need to remain vigilant and to shelter at home.

- Work from home should continue whenever possible, and cloth face coverings should be worn in public locations.
- Tulare County will work to accomplish all specific requirements listed above, including testing, tracking and quarantine strategies to identify cases and prevent transmission.
- All essential and non-essential businesses should begin preparations for later stages, and should be prepared to certify to the Health Department that they have written protocols, completed the social distancing and safety plan checklist and can reliably perform the following functions before advancing to later stages:

- Screen daily all employees for respiratory symptoms. Workers in close contact with each other should be screened daily with temperature checks as well. Business safety plans should clearly specify protocols for different categories.
- Advise employees with symptoms to remove themselves from the workplace and call healthcare provider for guidance. Establish policies and procedures to help employees who are required to by the healthcare provider to isolate or quarantine.
- Set expectations for frequent hand hygiene and wearing of cloth face coverings by employees where appropriate or able.
- Hand sanitizer should be placed throughout the business.

GUIDELINES FOR ALL STAGES

Individuals:

- **Continue to adhere to state and local guidance, in particularly with respect to face coverings.**
- **Continue to practice good hygiene**
 - Wash your hands with soap and water or use hand sanitizer, especially after touching frequently used items or surfaces.
 - Avoid touching your face
 - Sneeze or cough into a tissue, or the inside of your elbow.
 - Disinfect frequently used items and surfaces as much as possible
 - Using face coverings while in public, and particularly when using mass transit or carpools.
 - People who feel sick should stay home. Do not go to work or school.
 - Contact and follow the advice of your medical provider.
 - Practice social distancing

Employers: See guidance document for employers

- **Develop and implement appropriate policies, in accordance with Federal, State, and local regulations and guidance, and informed by industry best practices, regarding employee and customer protection**
- **Keeping the Workplace Safe**
- **Communicating with your team**
- **Preparing Your Space**
- **Cleaning and Disinfecting after opening**
- **Personal Protection Equipment (PPE)**
- **How Long COVID19 Lives on Surfaces**
- **5 Essential Actions for Individuals**

If positive improvement/stability of metrics for 14 days, move to STAGE 2

CURRENT STAGE/STAGE 1

Retail Stores	• Non-essential closed • Essential businesses must implement social distancing measures for all staff and customers • Face coverings required for customers • Employees screened daily and must wear face covering and maintain 6 ft social distancing from co-workers and the public if possible
Commercial Businesses/Offices	• Non-essential closed • Essential businesses must implement social distancing measures for all staff and customers • Face coverings required for customers • Employees screened daily and must wear face covering and maintain 6 ft social distancing from co-workers and the public if possible
Manufacturing	• Employees screened daily and must wear face covering and maintain 6 ft social distancing from co-workers and the public if possible •
Restaurants & Bars Serving Food	• Online order and curbside pickup only • Face coverings required for customers • Employees screened daily and must wear face covering and maintain 6 ft social distancing from co-workers and the public if possible
Nail Salons, Hair Salons, Barber Shops, etc.	• Closed
Health Care, Dental, Optometry, etc.	• Essential and/or emergency services only • Implement social distancing measures for all customers • Face coverings required for customers • Employees screened daily and must wear face covering and maintain 6 ft social distancing from co-workers and the public if possible
Massage, Tattoo & Body Art, etc.	• Closed
Gyms, Fitness Centers, Public Pools, Community Pools, Interactive Water Features, Close Contact Sports, etc.	• Closed
Bars, Entertainment Venues, Community Events, etc.	• Closed
Faith Based Institutions	• Closed
Educational Institutions	• Closed
Public Spaces	•
All Residents	• Age 65+ and individuals with underlying conditions, stay home. All, work from home, if possible. Wear face covering and maintain 6 ft. social distancing when in public.

If positive improvement/stability of metrics for 14 days, move to STAGE 3/ If significant decrease in metrics return to Stage 1

STAGE 2: Lower Risk Workplaces

Retail Stores	• Online order and curbside pickup for non-essential businesses. • Employees screened daily and must wear face covering and maintain 6 ft social distancing from co-workers and the public if possible
Commercial Businesses/Offices	• Implement social distancing measures for all customers. • Employees screened daily and must wear face covering and maintain 6 ft social distancing from co-workers and the public if possible
Manufacturing	• Employees screened daily and must wear face covering and maintain 6 ft social distancing from co-workers and the public if possible.
Restaurants & Bars Serving Food	• Continue online order and curbside pickup only. No dine-in • Employees screened daily and must wear face covering and maintain 6 ft social distancing from co-workers and the public if possible
Nail Salons, Hair Salons, Barber Shops, etc.	• Closed
Health Care, Dental, Optometry, etc.	• Urgent or Emergent procedures only • Implement social distancing measures for all customers and between coworkers • Employees screened daily and must wear face covering
Massage, Tattoo & Body Art, etc.	• Closed
Gyms, Fitness Centers, Pubic Pools, Community Pools, Interactive Water Features (e.g. splash pads), Close Contact Sports, etc.	• Closed
Close Contact Sports	• Closed
Bars, Entertainment Venues, etc.	• Closed
Community Events (health fairs, cook-offs, etc.)	• Closed
Faith Based Institutions	• Closed
Educational Institutions, schools and organized youth	• Follow established guidelines for schools and child care facilities •

activities (day camp, summer camp)	
Senior Facilities (Skilled Nursing, Assisted Living, Long-term Living, etc.)	• Follow all established guidelines for all types of senior facilities • Implement social distancing measures. • Employees screened daily and must wear face covering and maintain 6 ft social distancing from co-workers and the public if possible
Public Spaces	• All activities adhere to distancing and infection control protocols •
All Employers	• Continue to encourage work from home, if possible. Return to work in stages. Close common areas where personnel are likely to congregate or enforce strict social distancing protocols. Minimize non-essential travel. Consider special accommodations for personnel who are members of a vulnerable population.
All Residents	• Age 65+ and individuals with underlying conditions, stay home. All, if essential employee, work from home, if possible. Wear face covering when unable to continuously maintain 6 ft. social distancing when in public. Social gatherings should be in accordance with State guidance and be limited to immediate family. Minimize non-essential travel.

If positive improvement/stability of metrics for 14 days, move to STAGE 4 /if significant decrease in metrics, return to STAGE 2

STAGE 3: Higher Risk Workplaces

Retail Stores	• Open at 50% capacity. • Implement social distancing measures for all customers. • Employees screened daily and must wear face covering if unable to continuously maintain 6 ft social distancing from co-workers and the public.
Commercial Businesses/Offices	• Open at 50% capacity. • Implement social distancing measures for all customers. • Employees screened daily and must wear face covering if unable to continuously maintain 6 ft social distancing from co-workers and the public.
Manufacturing	• Employees screened daily and must wear face covering and maintain 6 ft social distancing from co-workers and the public if possible.
Restaurants & Bars Serving Food	• With State Executive Order lifted, open at 50% seating capacity. • Implement social distancing measures for all customers. • Employees screened daily and must wear face covering if unable to continuously maintain 6 ft social distancing from co-workers and the public.
Nail Salons, Hair Salons, Barber Shops, etc.	• Restricted to appointment only services. No walk-in customers. • Employees screened daily and must wear face covering if unable to continuously maintain 6 ft social distancing from co-workers and the public.

Health Care, Dental, Optometry, etc.	• Routine and elective procedures for patients for all age groups. • Implement social distancing measures for all customers. • Employees screened daily and must wear face covering if unable to continuously maintain 6 ft social distancing from co-workers and the public.
Massage, Tattoo & Body Art, etc.	• Restricted to appointment only services. No walk-in customers. • Implement social distancing measures for all customers. • Employees screened daily and must wear face covering if unable to continuously maintain 6 ft social distancing from co-workers and the public.
Gyms, Fitness Centers, Public Pools, Community Pools, Interactive Water Features (e.g., splash pad), etc.	• Open at limited capacity while adhering to 6ft social distancing criteria. • Implement social distancing measures for all customers. • Employees screened daily and must wear face covering if unable to continuously maintain 6 ft social distancing from co-workers and the public.
Close Contact Sports	• Closed
Bars, Entertainment Venues, etc.	• Closed
Community Events (health fairs, cook-offs, etc.	• Closed
Faith Based Institutions (Churches & Weddings)	• Open at 50% capacity. • Implement social distancing measures. • Wear face covering if unable to continuously maintain 6 ft. social distancing when in public.
Educational Institutions, school and organized youth activities (day camp, summer camp)	• Follow established CDPH and CDC guidelines for schools and child care
Senior Facilities (Skilled Nursing, Assisted Living, Long-term Living, etc.)	• Follow all established CDPH guidelines for all types of senior facilities • Implement social distancing measures. • Employees screened daily and must wear face covering if unable to continuously maintain 6 ft social distancing from co-workers and the public.
Public Spaces	• All activities adhere to distancing and infection control protocols
All Employers	Close common areas where personnel are likely to congregate or enforce moderate social distancing protocols. Consider special accommodations for personnel who are members of the vulnerable populations.
All Residents	• Age 65+ and individuals with underlying conditions, stay home. Work from home, if possible. Wear face covering if unable to continuously maintain 6 ft. social distancing when in public. Social gatherings should be in accordance with State guidance. Some non-essential travel may resume.

If significant decrease in metrics, return to STAGE 3

Stage 4: End of Stay at Home Order

Retail Stores	• Open at full capacity. • Implement social distancing measures for all customers. • Employees screened daily and must wear face covering if unable to continuously maintain 6 ft social distancing from co-workers and the public.
Commercial Businesses	• Open at full capacity. • Implement social distancing measures for all customers. • Employees screened daily and must wear face covering if unable to continuously maintain 6 ft social distancing from co-workers and the public.
Restaurants & Bars Serving Food	• Limited to State restrictive capacity. If no limitations, open at full capacity. • Implement social distancing measures for all customers. • Employees screened daily and must wear face covering if unable to continuously maintain 6 ft social distancing from co-workers and the public.
Nail Salons, Hair Salons, Barber Shops, etc.	• Open at full capacity. • Implement social distancing measures for all customers. • Employees screened daily and must wear face covering if unable to continuously maintain 6 ft social distancing from co-workers and the public.
Health Care, Dental, Optometry, etc.	• Routine and elective procedures for patients for all age groups. • Implement social distancing measures for all customers. • Employees screened daily and must wear face covering if unable to continuously maintain 6 ft social distancing from co-workers and the public.
Massage, Tattoo & Body Art, etc.	• Open at full capacity. • Implement social distancing measures for all customers. • Employees screened daily and must wear face covering if unable to continuously maintain 6 ft social distancing from co-workers and the public.
Gyms, Fitness Centers, Pubic Pools, Community Pools, Interactive Water Features (e.g., splash pad), etc.	• Open at full capacity. • Implement social distancing measures for all customers. • Employees screened daily and must wear face covering if unable to continuously maintain 6 ft social distancing from co-workers and the public.
Close Contact Sports	• Open at full capacity
Bars, Entertainment Venues, etc.	• Open at full capacity. • Implement social distancing measures for all customers. • Employees screened daily and must wear face covering if unable to continuously maintain 6 ft social distancing from co-workers and the public.
Community Events (health fairs, cook-offs, etc.	• Open at full capacity • Implement social distancing measures. •

Faith Based Institutions	• Open at full capacity. • Implement social distancing measures. • Wear face covering if unable to continuously maintain 6 ft social distancing from co-workers and the public.
Senior Facilities (Skilled Nursing, Assisted Living, Long-term Living, etc.)	• Follow all established CDPH guidelines for all types of senior facilities • Implement social distancing measures. • Employees screened daily and must wear face covering if unable to continuously maintain 6 ft social distancing from co-workers and the public.
Educational Institutions, schools and organized youth activities (day camp, summer camp)	• Open • Implement social distancing measures. • Wear face covering if unable to continuously maintain 6 ft social distancing when in public.
All Employers	• Resume unrestricted staffing of worksites
All Residents	• Age 65+ and individuals with underlying conditions can resume public interactions, but should practice social distancing, minimize social settings where distancing may not be practiced. Wear face covering if unable to continuously maintain 6 ft social distancing when in public. Social gatherings should be in accordance with State guidance.

Conclusion

The threat of COVID-19 will be with us for the foreseeable future. There is a high probability that Tulare County will experience continued outbreaks that will force us to revert to earlier stages at some point during the reopening process. Now is the time to build capacity and create partnerships, across our county with employers, nonprofits, and community groups, to respond effectively to this challenge. This is also the time to provide clear guidance and an evidence-based framework for reopening our local economy.

Discussions with the state and federal government will continue with the purpose of redefining essential v. nonessential sectors. Instead of classifying businesses and industries as essential vs. non-essential, moving towards the terminology of “lower risk” vs “higher risk” operations may be more viable. This will allow all businesses to begin working on plans that focus on safety and are designed to lower the risk of COVID-19 transmission to their workers and customers. Examples of “low-risk” activities that are currently deemed non-essential: 1) Bookstores: could be lower risk if they limited the number of people that enter the store and took precautions to protect the clerks; Examples of “higher-risk” activities could include hair salons and tattoo shops where there is longer close personal contact.

**County of Tulare
Health & Human Services Agency
Public Health Branch**

Health Officer
5957 South Mooney Blvd.
Visalia, CA 93277 559-624-8480



**AMENDED EMERGENCY ORDER FOR THE PREVENTION OF
NOVEL CORONAVIRUS (COVID-19) TRANSMISSION**

WHEREAS, on March 4, 2020, the Governor of the State of California proclaimed a state of Emergency now exists in the State of California due to the presence of and threat posed by the novel coronavirus ("COVID-19"); and

WHEREAS, on March 11, 2020, the County Health Officer of the County of Tulare proclaimed and declared that a local health emergency now exists in the County of Tulare due to the presence of and threat posed by COVID-19; and

WHEREAS, the Tulare County Board of Supervisors ratified said proclamation at its regular meeting of March 17, 2020; and

WHEREAS, said proclamation shall remain in effect until further notice; and

WHEREAS, on March 19, 2020, the Governor of the State of California issued Executive Order N-33-20, in conjunction with the ORDER OF THE STATE PUBLIC HEALTH ORDER dated the same day, ordering that all Californians shelter in place to preserve public health and safety ("Shelter in Place Order"); and

WHEREAS, the Shelter in Place Order has been successful in slowing the transmission and infection rate of COVID-19 in the State of California; and

WHEREAS, on March 19, 2020 the County Health Officer of the County of Tulare issued an EMERGENCY ORDER FOR THE PREVENTION OF NOVEL CORONAVIRUS (COVID-19) TRANSMISSION IN OR ABOUT RESTAURANTS, BARS, FOOD TRUCKS, GROCERY STORES, AND OTHER RETAIL FOOD AND BEVERAGE SERVICE VENUES, ENTERTAINMENT AND RECREATIONAL VENUES, GYMS, HEALTH CLUBS, THEATERS, CHURCHES, OTHER SOCIAL GATHERINGS, AND OUTDOOR RECREATIONAL ACTIVITIES, which order was extended on April 8, 2020, and amended on May 5, 2020 (the "Emergency Order Amended May 5, 2020"); and

WHEREAS, on April 14, 2020, the State of California presented the Pandemic Roadmap, a four-stage plan for modifying the Shelter in Place Order, and defining the statewide current status under the plan as being at Stage 1; and

WHEREAS, on May 4, 2020, the State announced that entry into Stage 2 of the plan would begin on May 8, 2020 for all Counties, subject to certain conditions and certain guidance; and

WHEREAS, advancement within the Pandemic Roadmap by an individual County can be accomplished by meeting certain State-defined criteria and procedures; and

WHEREAS, the Pandemic Roadmap is designed to prevent the spread of COVID-19 in California while allowing parts of our state to safely reopen; and

WHEREAS, compliance with the State criteria, procedures, and guidance for the stages of the Pandemic Roadmap is mandatory in the incorporated and unincorporated areas of County of Tulare.

NOW, THEREFORE, pursuant to Tulare County Ordinance Code sections 1-15-1033 (b) and 1-15-1040 (b),

and California Health and Safety Code sections 101040, 101085, and 120175, the Health Officer of the County of Tulare hereby orders as follows, which shall be effective immediately and remain in effect until such a time that it is terminated or modified by the County Public Health Officer in writing:

1. **The Emergency Order Amended May 5, 2020** is hereby terminated. Any previous Public Health Orders, other than the Emergency Declaration dated March 11, 2020, not previously terminated by the Emergency Order Amended May 5, 2020, are hereby terminated.
2. **The Shelter in Place Order**, the emergency orders of the State Public Health Director related to the COVID-19 pandemic, and the State's Pandemic Roadmap and guidance issued with respect to the roadmap, as they may be amended, modified, or supplemented from time-to-time by their makers, are hereby adopted as emergency orders of the County Health Officer of the County of Tulare and enforceable as such.
3. **Only** the activities and businesses authorized by the current stage of the State's Pandemic Roadmap shall be allowed. The current stage of the Pandemic Roadmap and current guidance related to the Pandemic Roadmap can be found at: <https://covid19.tularecounty.ca.gov/covid-19-updates-and-situation-in-tulare-county/>.
4. **Bars, wineries, breweries and pubs** shall follow all restrictions, closures, and guidelines under the current stage of the State's Pandemic Roadmap.
5. **Restaurants** shall follow all restrictions, closures, and guidelines under the current stage of the State's Pandemic Roadmap.
6. **Food Trucks** shall follow all restrictions, closures, and guidelines under the current stage of the State's Pandemic Roadmap.
7. **Certified Farmers' Markets** shall follow all restrictions, closures, and guidelines under the current stage of the State's Pandemic Roadmap.
8. **Gambling venues** shall follow all restrictions, closures, and guidelines under the current stage of the State's Pandemic Roadmap.
9. **Entertainment and recreational venues**, including, but not limited to, theme parks, amusement parks, attractions, theaters, museums, roller rinks, skate parks, sports stadiums, bowling alleys, and the like, shall follow all restrictions, closures, and guidelines under the current stage of the State's Pandemic Roadmap.
10. **Gyms and health clubs** shall follow all restrictions, closures, and guidelines under the current stage of the State's Pandemic Roadmap.
11. **All social gatherings**, including, but not limited to church services, meetings of service and social clubs, conferences, conventions, and the like, shall be postponed or cancelled until allowed under the current stage of the State's Pandemic Roadmap.
12. **Outdoor recreational activities** shall be permissible as long as it is feasible to maintain a safe physical distance of six feet and gather only with members of the same household at all times during said activity(ies). Individual outdoor recreational activities are permissible as long as it is feasible to maintain a safe physical distance of six feet at all times during said activity. Any outdoor group sports or activities shall be postponed or cancelled unless the sport or activity can be done individually or

with members of the same household only. There should be no shared equipment between persons who are not members of the same household. Visit <https://covid19.ca.gov/stay-home-except-for-essential-needs/#top>, Outdoor Recreation section for a list of requirements, specifically allowed activities, and further guidance from the state of California. These social distancing requirements shall remain in place as they relate to Outdoor Recreation Activities until abolished under the current stage of the State's Pandemic Roadmap.

13. For those businesses closed under the current stage of the State's Pandemic Roadmap, business owners, managers, and supervisory staff are allowed to be on site to conduct minimum basic operations, provided they follow all guidance from public health officials to reduce the spread of COVID-19, including social distancing and hand washing with soap and water for at least 20 seconds.
14. No County permits for special events shall be granted, all County permits for special events previously issued are revoked or postponed, and no temporary ABC licenses shall be authorized by the County until social gatherings are permitted under the current stage of the State's Pandemic Roadmap.
15. For personal and public health and safety purposes, all residents of and visitors to Tulare County are strongly urged to practice social distancing of six feet per person when able to do so, wash their hands often with soap and water for at least 20 seconds, wear face coverings, such as scarves (dense fabric, without holes), bandanas, neck gaiters, or other fabric face coverings, at all times while inside of or waiting to enter any business or facility, while riding or waiting to ride any public or shared transportation, and at any other time when it is impossible to maintain a distance of six-feet between persons who are not members of a shared household and follow all other guidance from public health officials with regard to the threat posed by COVID-19.
16. This Order may be enforced pursuant to California law, including, but not limited to Government Code sections 26602, 41601, and 8665 to prevent the spread of Covid-19.
17. Each incorporated city within Tulare County is permitted to take such actions, if any, as may be reasonably necessary to permit this Order to be fully enforced within its respective jurisdiction. Pursuant to California Government Code section 41601, the chiefs of the police departments of the Cities of Visalia, Tulare, Porterville, Dinuba, Exeter, Lindsay, Woodlake, and Farmersville may enforce this Order within their respective jurisdictions to prevent the spread of COVID-19.
18. The Public Health Branch of the Tulare County Health and Human Services Agency, the Tulare County District Attorney's office, the Tulare County Counsel's office, and all other applicable County of Tulare Agencies, Departments, and Divisions are permitted to enforce this Order within their respective jurisdictions.
19. Pursuant to California Health and Safety Code sections 101029 and 120280, and Tulare County Ordinance Code sections 1-15-1040(b) and 125, violations of this Order may be punishable as a misdemeanor upon conviction by a fine of not exceeding one thousand dollars or by imprisonment for a term of not exceeding six months, or by both such fine and imprisonment.
20. Pursuant to Tulare County Ordinance Code sections 4-01-1070 and 4-01-1315, violations of this Order may be considered a public nuisance.
21. Pursuant to Tulare County Ordinance Code sections 1-23-1000 and 1-23-1015 violations of this Order may be subject to an administrative fine or penalty.

22. The Order shall be subject to amendment or repeal at any time and shall not be deemed to confer any contractual obligations, property rights, or assume any County or other public agency liability.
23. If any provision of this Order or its application to any person or circumstance is held to be invalid, then the remainder of the Order, including the application of such part or provision to other persons or circumstances, shall not be affected and shall continue in full force and effect. To this end, the provisions of this Order are severable.
24. This Order shall be immediately translated into Spanish, and accommodations made for disabled persons to read its contents; it shall also be distributed to all local media and made prominently available at <https://covid19.tularecounty.ca.gov/>.
25. All open businesses, facilities, retail food, and other venues shall ensure social distancing of six feet per person between those who are not members of the same household, limit the number of customers at any given time as necessary to reduce outdoor/indoor crowding and lines to meet social distancing guidance, increase cleaning and sanitizing frequency of all contact areas, encourage use of online ordering with curbside pickup or delivery options in lieu of indoor shopping, and remind employees of guidance from public health officials to reduce the spread of COVID-19, including washing their hands often with soap and water for at least 20 seconds and wearing appropriate face covering when necessary. Any business, facility, retail food, and other venue may create an individual policy restricting entry of patrons not wearing masks.

IT IS SO ORDERED.

Time: 8:00am
Date: May 18, 2020

Issued by: 

Karen Haught, MD
County Health Officer
County of Tulare
Health & Human Services Agency
Public Health Branch

Approved as to Form:
COUNTY COUNSEL

By 
Deputy County Counsel

Matter No. 2020217

Roadmap to Recovery

STAGE ONE

- Stay at Home Order
- Planning for Recovery

STAGE TWO (Low Risk Businesses)

- Curbside retail:
 - Bookstores
 - Jewelry stores
 - Clothing stores
 - Shoe stores
 - Home furnishing
 - Sporting goods
 - Florists
- Car washes
- Pet grooming
- Landscape gardening
- Shopping malls
- Dine-in restaurants
- Schools
- Office-based businesses
- Childcare facilities
- Outdoor museums and open gallery spaces
- Outdoor recreational activities
 - Parks
 - Trails
 - Golf Courses
 - Lakes

STAGE THREE (High Risk Businesses)

- Personal services such as: nail salons, tattoo parlors, gyms and fitness studios
- Bars and lounges
- Indoor museums, gallery spaces, zoos, and libraries
- Community centers, public pools, playgrounds, and picnic areas
- Religious services and cultural ceremonies
- Hotels/lodging for leisure and tourism

STAGE FOUR (End of Stay at Home Order)

LATER

- Entertainment venues
- Large conventions
- Sporting and spectator events
- Concerts
- Convention Centers

For more information please visit
covid19.tularecounty.ca.gov and
covid19.ca.gov



HHSA
www.tchhsa.org
May 20, 2020



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

ORDINANCE NO. 1874

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE REQUIRING THE USE OF FACE COVERINGS IN CONFORMITY WITH THE REQUIREMENTS SET BY THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH

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;

WHEREAS, COVID-19 has been found to be easily transmissible from person to person;

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;

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;

WHEREAS, on March 21, 2020, Tulare County declared an emergency, thus enabling the County to take extraordinary measures;

WHEREAS, on March 17, 2020, due the actions of the Federal and State Governments, and due to the presence of confirmed cases in Tulare County and the Porterville area, the Porterville City Council adopted Resolution No. 22-2020, a Resolution of the City Council of the City of Porterville to Proclaim the Existence of a Local Emergency;

WHEREAS, on June 18, 2020, the California Department of Public Health issued Guidance for the Use of Face Coverings, which mandates that face coverings be worn state-wide in certain settings and circumstances;

WHEREAS, as of July 7, 2020, Tulare County remains on the State of California Covid-19 “watch list,” due to continuing spread of the disease in the County, including in the Porterville area;

WHEREAS, on July 7, 2020, the Porterville City Council ordered that the face covering requirements of the State be enforced within the City via the City’s administrative citation regulations and through aggressive education efforts, and directed that an urgency ordinance be prepared consistent with the order;

WHEREAS, the City of Porterville is authorized to enforce the state-wide order concerning Face Coverings pursuant to the California Constitution, Porterville City Charter Section 4, and applicable State laws and City regulations; and

WHEREAS, substantial scientific evidence shows that when combined with physical distancing and other health and safety practices such as hand washing and the regular disinfection of surfaces, wearing Face Coverings will assist in allowing additional business and other activities

to be resumed in the safest way possible, and will help protect Porterville's community members and in particular those that are most vulnerable due to age or health conditions;

THE CITY COUNCIL OF THE CITY OF PORTERVILLE does ordain as follows:

Section 1. The provisions of this urgency ordinance are necessary for the immediate preservation of the health and safety of the public; will help protect all community members who live, work and are present in the City of Porterville; and will assist in state-wide efforts to mitigate the spread of Covid-19.

Section 2. Individuals, while in the City of Porterville, are required to comply with all guidance within the California Department of Public Health's "Guidance for the Use of Face Coverings," (hereinafter "Face Covering Requirements") as currently set forth and as may be further revised by the State of California. A copy of the Face Covering Requirements, released June 18, 2020, and revised on June 29, 2020, is attached hereto as Exhibit "A."

Section 3. Businesses operating in the City of Porterville are required to comply with all applicable Industry Guidance issued by the California Department of Public Health, which incorporate the Face Covering Requirements.

Section 4. The City is authorized to utilize education efforts in any effort to gain cooperation and compliance with the Face Covering Requirements;

Section 5. City staff is further authorized to engage in code enforcement efforts to remedy violations of the Face Covering Requirements. Violations of these requirements are punishable as permitted by State law. Furthermore, the City is hereby authorized to enforce violations of the requirements pursuant to its Administrative Citation regulations set forth in Chapter 2, Article 14, Sections 2-141 through 2-155 of the Porterville Municipal Code.

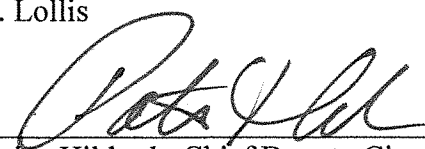
Section 6. This Ordinance is exempt from the requirements of CEQA pursuant to California Public Resources Code Section 21080(b) (4).

Section 7. This Ordinance shall take effect immediately upon adoption by at least a 4/5 vote of the all members of the Porterville City Council, pursuant to Section 13 of the Porterville City Charter.

THE FOREGOING ORDINANCE was approved by the City Council of the City of Porterville, State of California, on July 21, 2020 at a regular meeting of said Council duly and regularly convened.


Martha A. Flores, Mayor

ATTEST:
John D. Lollis

By: 
Patrice Hildreth, Chief Deputy City Clerk

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

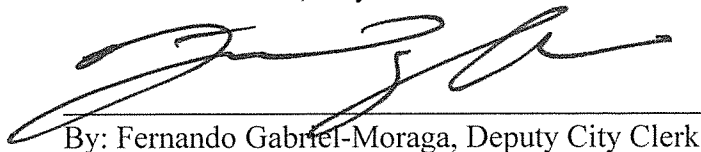
I, JOHN D. LOLLIS, the duly qualified City Clerk of the City of Porterville do hereby certify:

THAT the foregoing ordinance is a true and correct copy of Urgency Ordinance No. 1874, passed and adopted by the Council of the City of Porterville at a regular meeting held on the 21st day of July, 2020, that said ordinance has been duly published pursuant to law, and that by the terms and provisions of the Charter of the City of Porterville, said ordinance to be in full force and effect immediately upon adoption.

THAT said ordinance was introduced by Council and the same was duly passed and adopted by the following vote:

COUNCIL:	PEÑALOZA	REYES	FLORES	STOWE	GURROLA
AYES:	X	X	X	X	X
NOES:					
ABSTAIN:					
ABSENT:					

JOHN D. LOLLIS, City Clerk



By: Fernando Gabriel-Moraga, Deputy City Clerk



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

Released June 18, 2020

- Revised on June 29, 2020 to clarify that children under two years old are exempt from wearing face coverings due to risk of suffocation

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

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 younger than two years old. 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.

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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

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- 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