



**CITY COUNCIL AGENDA
CITY HALL, 291 N. MAIN STREET
PORTERVILLE, CALIFORNIA
NOVEMBER 2, 2021, 5:30 PM**

Pursuant to the provisions of Assembly Bill 361, signed into law by Governor Newsom on September 16, 2021, 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 participation at City Council Meetings. Until further notice, Porterville City Council Meetings will be live streamed on YouTube at <https://www.youtube.com/channel/UC5KuhSrNMNL9nwHJVtnJwA>

Alternatively, this meeting will also be available via Zoom using the following information

Topic: City Council Meeting of November 2, 2021

Please use the following link below to join the webinar:

<https://us06web.zoom.us/j/86477657231?pwd=WG0xeIBRRjBJTGVRaVVEEdHhpZVlnQT09>

Or via Telephone: **1-669-900-6833** Webinar ID: **864 7765 7231** Passcode: **352528**

Call to Order

Roll Call

ORAL COMMUNICATIONS

This is the opportunity to address the City Council on any matter scheduled for Closed Session. Unless additional time is authorized by the Council, all commentary shall be limited to three minutes.

CITY COUNCIL CLOSED SESSION:

A. Closed Session Pursuant to:

1 - Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: APNs: 302-100-015, 302-130-028, 302-130-007, and 302-130-008. Agency Negotiator: John Lollis. Negotiating Parties: City of Porterville and Friant Water Authority. Under Negotiation: Terms and Price.

2 - Government Code Section 54956.8 – Conference with Real Property Negotiators/Property: APN: 302-130-030 and 302-130-010. Agency Negotiator: John Lollis. Negotiating Parties: City of Porterville and Mark C. and Virginia Jaggars. Under Negotiation: Terms and Price.

3 - Government Code Section 54957.6 – Conference with Labor Negotiator. Agency Negotiator: John Lollis and Patrice Hildreth. Employee Organizations: Porterville Peace Officers Association, Porterville City Firefighters Association, Fire Officer Series, Management and Confidential Series, Porterville City Employees Association, Public

Safety Support Unit, and all unrepresented management employees.

4 - Government Code Section 54956.95 – Liability Claim: Claimant: Erik C. Denton, individually and acting on behalf of the estates of Joanna, Terry and Sierra Denton Carillo. Agency claimed against: City of Porterville.

5 - Government Code Section 54956.95 – Liability (Amended) Claim: Claimant: Reyes Ventura Soto. Agency claimed against: City of Porterville.

6 - Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: Statewide Traffic Safety and Signs, Inc. v. California Professional Engineering, et al., and related cross complaints, Tulare County Superior Court Case No. 284137.

7 - Government Code Section 54956.9(d)(1) – Conference with Legal Counsel – Existing Litigation: Orozco v. County of Tulare et al., Tulare County Superior Court Case No. PCU 282499.

8 - Government Code Section 54956.9(d)(3) – Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation: Five (5) cases in which facts are not yet known to potential plaintiffs.

9 - Government Code Section 54956.9(d)(4) – Conference with Legal Counsel – Anticipated Litigation – Initiation of Litigation: One (1) case.

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

Pledge of Allegiance Led by Council Member Tate

Invocation

PRESENTATIONS

Leadership Porterville Class of 2022

Tulare County Association of Governments (TCAG)

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.

AB 1234 REPORTS

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

1. Tulare County Association of Governments (TCAG) - October 18, 2021
2. Tulare County Task Force on Homelessness - October 20, 2021
3. Local initiatives Navigation Center Committee (LINC) Services Event - October 20, 2021
4. Mighty 190 Committee - October 20, 2021
5. San Joaquin Valley Air Pollution Control District (SJVAPCD) Governing Board - October 21, 2021
6. Library Facility Planning Committee - October 21, 2021
7. Porterville Area Development Authority (PADA) - October 22, 2021
8. Tulare County Association of Governments (TCAG)/Regional Transportation Plan (RTP) Tule River Tribe Presentation - October 25, 2021
9. Tulare County Economic Development Corp. (TCEDC) - October 27, 2021
10. Finca Serena Housing Development Groundbreaking - October 27, 2021
11. Eagle Mountain Casino Topping Out Ceremony - October 28, 2021

REPORTS

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

I. Staff Informational Reports

1. Code Enforcement Quarterly Report FY 2021-2022 (July - September 2021)
2. Golf Course Quarterly Report FY 2021-2022 (July - September 2021)
3. OHV Park Quarterly Report FY 2021-2022 (July - September 2021)
4. Charitable Car Washes Quarterly Report Calendar Year 2021
5. City Commission and Committee Attendance Quarterly Report FY 2021-2022 (July - September 2021)
6. City Council Member Appointments Attendance Quarterly Report FY 2021-2022 (July - September 2021)
7. Street Performance Measure Quarterly Report FY 2021-2022 (July - September 2021)
8. Building Permit Activity - FY 2021-2022 First Quarter Report (July-September)

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 Repair HVAC Unit at Police Department

Re: Consideration to adopt the draft Resolution authorizing the appropriation of \$7,073 from the General Fund Facility Deferred Maintenance / Equipment Replacement Designated Fund for the repair of HVAC Unit #2 at the Porterville Police Department; and approve the repair of the HVAC Unit #2 at the Police Department by Johnson Controls, Inc. for \$7,073.

2. Approval of a Subaward Agreement with Tulare County to Receive Firefighter Ballistics Protective Equipment

Re: Consideration to approve the draft Resolution as sub-recipient of Tulare County's SHSGP grant to accept 12 sets of firefighter ballistics protective equipment.

3. Request for a 24-Month Map Extension for the Woodland Tentative Subdivision Map

Re: Consideration to adopt a draft Resolution approving the extension of time for the Woodland Tentative Subdivision Map in the area of the northwest corner of Indiana Avenue and Poplar ditch.

4. Financial Status Reports

Re: Considering acceptance of the financial status reports for the quarter ending September 30, 2021.

5. Quarterly Investment Portfolio Summary

Re: Consideration to accept the quarterly Investment Portfolio Summary Report.

6. Status and Review of Local Emergency: Drought

Re: Considering approval of the continuance of the Declaration of Local Emergency.

SECOND READINGS

7. Second Reading – Ordinance No. 1888, Amending Series 200 of the Porterville Development Ordinance to Allow by-Right Operation of Certain Automobile/Vehicle Service Uses in the DR-S (Downtown Retail – South of Olive Avenue) Zone District

Re: Consideration to adopt Ordinance No. 1888, Amending Series 200 of the Porterville

Development Ordinance to Allow by-Right Operation of Certain Automobile/Vehicle Service Uses in the DR-S (Downtown Retail - South of Olive Avenue) Zone District.

SCHEDULED MATTERS

8. Porterville StoreIT Impact Fee Analysis

Re: Consideration of staff's application of impact fee requirements pertaining to Building Permit BLDC0121-0109 issued on July 28, 2021, for a new storage facility located at 167 W. Poplar Avenue (former Beckman Instruments site).

9. 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 November 16, 2021

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 – NOVEMBER 2, 2021

SUBJECT: 1. Code Enforcement Quarterly Report FY 2021-2022 (July - September 2021)

SOURCE: Fire

COMMENT:

This informational report utilizes data from the “myPorterville” application for tracking code enforcement activity between July 1 and September 30, 2021. During this first quarter of fiscal year 2021/2022, each Department of the City contributed toward recording 774 code enforcement issues. Of these, 531 were corrected and 243 were continued into the second quarter of 2021/2022 for additional corrective action. The Fire Department-Code Enforcement Division issued 120 Administrative Citations.

At its meeting on July 20, 2021, the City Council reviewed its Ordinance related to the parking and storing of recreational vehicles, boats, and trailers. During the past quarter, Code Enforcement received twenty-one (21) complaints specific to recreational vehicles, boats, and trailers, of which seven have been completed at the time of this report.

RECOMMENDATION: Information Only

ATTACHMENTS: 1. Code Enforcement Quarterly Report (July - September 2021)

Appropriated/Funded:

Review By:

Department Director:

Final Approver: John Lollis, City Manager

Code Enforcement Report, Quarter 1, FY 21-22

Q1 Code Enforcement Activity	# Requests	# Completed	% Closed
Abandoned Vehicle (Street)	15	14	93.33%
Animal Control Services	1	1	100.00%
Animals- agricultural animals	1	1	100.00%
Animals- barking dogs	14	13	92.86%
Animals- roosters	4	4	100.00%
Building Department/ Permits	12	2	16.67%
Business License Inquiries	1	0	0.00%
CEO, Business License	2	2	100.00%
CEO, Shopping Carts	13	13	100.00%
CEO, Sign Removal	13	13	100.00%
Code Enforcement, General	30	14	46.67%
Community Development, General or MULTIPLE violations	11	0	0.00%
Engineering	7	2	28.57%
Fences and freestanding walls	3	1	33.33%
Finance Service Request	24	21	87.50%
Fire Hazard	3	1	33.33%
Fire Hydrant Leaking	1	0	0.00%
Fireworks	4	4	100.00%
Garbage Collection/ Illegal Dumping	6	4	66.67%
Graffiti	1	1	100.00%
Health Hazard	11	7	63.64%
Housing Issue (Structure Related)	2	1	50.00%
Itinerant Vendor, Solicitor, Peddler	1	1	100.00%
Landscaping/trees- private property	16	4	25.00%
Meter Request	68	17	25.00%
Neglected property/trash & debris	13	2	15.38%
Outdoor Storage	4	0	0.00%
Parks	8	8	100.00%
Police/ Traffic Enforcement	25	23	92.00%
Potholes	5	5	100.00%
Refuse Can Replacement / Repair	16	6	37.50%
Report Leak	45	21	46.67%
Sheds or second units	1	0	0.00%
Sidewalk Condition	8	3	37.50%
Signs- In Public Right of Way	3	0	0.00%
Signs- Maintenance Issues	1	1	100.00%
Signs- Temporary	2	0	0.00%
Stop Light Issue	13	13	100.00%
Storm Water	1	1	100.00%

Administrative Citations	Q1	Q2	Q3	Q4	Total
\$100	45				\$4,500
\$200	7				\$1,400
\$500	25				\$12,500
\$1,000	3				\$3,000
\$1,500	0				\$0
\$2,500	40	0			\$100,000
FY 21-22 Total Assesment	120	0	0	0	\$121,400

Shopping Carts	Q1	Q2	Q3	Q4	Total
Collected	29				
Disposed (Lbs.)	940	0	0	0	

Private Property Vehicle Abatements	Q1	Q2	Q3	Q4	Total
Voluntary Abatement	13				13
Certified Voluntary Abatement	0				0
Towed	5				
Total Vehicles Abated	18	0		0	13

Weed Abatement	Q1	Q2	Q3	Q4	Total
Properties Noticed	10				10
Completed by Owner	12				12
Assigned to Contractor (private)	6				6
Assigned to Contractor (city owned)	6				6
Completed by Contractor	12				12
Admin Citations	14				14

Code Enforcement Report, Quarter 1, FY 21-22

Street Light Issue	2	2	100.00%
Transit Department	1	1	100.00%
Vehicles- inoperable vehicles	23	7	30.43%
Vehicles- Parked on lawn	5	3	60.00%
Vehicles- RVs/boats/etc	21	7	33.33%
Water Waste	24	3	12.50%
Water Waste Admin Cite	60	60	100.00%
Water Waste NOV	219	219	100.00%
Weed Abatement	10	5	50.00%
Q1 Total	774	531	59.96%



CITY COUNCIL AGENDA – NOVEMBER 2, 2021

SUBJECT: 2. Golf Course Quarterly Report FY 2021-2022 (July - September 2021)

SOURCE: Parks and Leisure Services

COMMENT: At the request of City Council, staff is providing its regular quarterly report on participation numbers at the Golf Course for informational purposes. The report reflects the first quarter of FY 2021-2022 (July - September 2021).

RECOMMENDATION: Information Only

ATTACHMENTS: 1. Golf Course Quarterly Report (July - September 2021)

Appropriated/Funded:

Review By:

Department Director:

Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager

PORTERVILLE GOLF COURSE STATISTICS

	Jul-20	Jul-21	Aug-20	Aug-21
Golfers	2316	2382	2565	2439
Repeat 9/Twilg	1426	1273	1687	1230
Tickets Used	756	1028	733	1154
Passes Sold	25	44	23	36
Carts	2126	1998	2313	2120
Footgolf	0	0	\$60	0
Total	#####	#####	#####	#####

	Sep-20	Sep-21
Golfers	2670	2513
Repeat 9/Twilg	1692	1253
Tickets Used	861	1048
Passes Sold	34	34
Carts	2413	2077
Footgolf	0	\$200
Total	#####	#####

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



CITY COUNCIL AGENDA – NOVEMBER 2, 2021

SUBJECT: 3. OHV Park Quarterly Report FY 2021-2022 (July - September 2021)

SOURCE: Parks and Leisure Services

COMMENT: At the request of City Council, staff is providing its regular quarterly report on participation numbers at the OHV Park for informational purposes. The report reflects the first quarter of FY 2021-2022 (July - September 2021).

RECOMMENDATION: Information Only

ATTACHMENTS: 1. OHV Park Quarterly Report (July - September 2021)

Appropriated/Funded:

Review By:

Department Director:

Donnie Moore, Parks and Leisure Services Director

Final Approver: John Lollis, City Manager

PORTERVILLE OHV RIDERSHIP

	Jul-20	Jul-21	Aug-20	Aug-21	Sep-20	Sep-21
Riders	220	233	279	68	316	159
Revenue	#####	#####	#####	#####	#####	#####

August and September 21 numbers significantly lower due to OHV Park being open less days because of equipment being down and no rental equipment available due to the fires.



CITY COUNCIL AGENDA – NOVEMBER 2, 2021

SUBJECT: 4. Charitable Car Washes Quarterly Report Calendar Year 2021

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 September 30, 2021, there have been no charitable car wash applications received or permits issued.

RECOMMENDATION: Information Only

ATTACHMENTS:

Appropriated/Funded:

Review By:

Department Director:

Maria Bemis, Finance Director

Final Approver: John Lollis, City Manager



CITY COUNCIL AGENDA – NOVEMBER 2, 2021

SUBJECT: 5. City Commission and Committee Attendance Quarterly Report FY 2021-2022 (July - September 2021)

SOURCE: Administrative Services

COMMENT: Staff herein provides the attendance records as of first quarter FY 2021-2022 (July - September 2021) for the following City Commissions and Standing Committees:

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

RECOMMENDATION: Information Only

ATTACHMENTS:

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

Appropriated/Funded:

Review By:

Department Director:

Patrice Hildreth, Deputy City Manager

Final Approver: John Lollis, City Manager

**Animal Control Commission
Attendance Records**

30-Sep-21

	2021 Mar	2021 Apr	2021 May	2021 June	2021 July	2021 Aug	2021 Sept	Notes:
Florenza Pizanis		P	P	**	**	P		
Jerry Hall		P	A	**	**	A		
Kathy Guinn		P	P	**	**	P		
Kat Harris		P	P	**	**	P		
Art Duron		A	A	**	**	P		

*Meeting cancelled due to lack of quorum.

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

	2020 Aug	2020 Sept	2020 Oct	2020 Nov	2020 Dec	2021 Jan	2021 Feb	Notes:
Florenza Pizanis	No meetings held due to COVID.							
Jerry Hall								
Kathy Guinn								
Kat Harris								
Vacant								

*Meeting cancelled due to lack of quorum.

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

	2020 14-Jan	2020 25-Feb	2020 11-Mar	2020 Apr	2020 May	2020 June	2020 July	Notes:
Florenza Pizanis	P	P	A	No meetings held due to COVID.				
Jerry Hall	P	A	P					
Kathy Guinn	P	P	P					
Kat Harris	A	P	P					
Vacant								

*Meeting cancelled due to lack of quorum.

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

	2019 10-Jun	2019 8-Jul	2019 12-Aug	2019 9-Sep	2019 14-Oct	2019 11-Nov	2019 9-Dec	Notes:
Florenza Pizanis	*	P	A	P	P	**	**	
Valerie Simonich	*	P	P	P	A	**	**	
Jerry Hall	*	A	P	P	A	**	**	
Kathy Guinn	*	P	P	A	P	**	**	
Kat Harris				P	P	**	**	

*Meeting cancelled due to lack of quorum.

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

**Arts Commission
Attendance Records**

As of September 30, 2021

	2020 Aug	2021 Sept	2021 Oct	2021 Nov	2021 Dec	2021 Jan	2021 Feb	2021 Mar	
Vacant		**							
Kyree Perkins	*P	**							
Emily Luna	*P	**							
Diego Monterrubio	*A	**							
Eden Santos	*A	**							
(Student) vacancy	*	**							

* No meeting held due to lack of quorum.

** No meeting due to scheduling.

	2020 Dec	2021 Jan	2021 Feb	2021 Mar	2021 Apr	2021 May	2021 June	2021 July	
Vacant	No meetings held due to COVID.							**	
Kyree Perkins					*P	*P	*A	**	
Emily Luna					*P	*P	*A	**	
Diego Monterrubio					*A	*A	*A	**	
Eden Santos					*A	*A	*P	**	
(Student) vacancy								**	

* No meeting held due to lack of quorum.

** No meeting due to scheduling.

	2020 April	2020 May	2020 June	2020 July	2020 Aug	2020 Sept	2020 Oct	2020 Nov	
Vacant	No meetings held due to COVID-19.								
Kyree Perkins									
Emily Luna									
Diego Monterrubio									
David Mason									
(Student) vacancy									

	2019 28-Aug	2019 25-Sep	2019 23-Oct	2019 27-Nov	2019 25-Dec	2020 22-Jan	2020 4-Mar	2020 24-Mar	
Donna Serna	A*	**	A	**	**	**		**	
Kyree Perkins	P*	**	P	**	**	**	P	**	
Emily Luna	P*	**	P	**	**	**	P	**	
Diego Monterrubio	A*	**	A	**	**	**		**	
David Mason			P	**	**	**	P	**	
(Student) vacancy									

* No meeting due to lack of quorum.

** Meeting Cancelled

LIBRARY & LITERACY COMMISSION - Attendance Record

As of September 30, 2021

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

 = Summer Hiatus

** = No meeting held

	2020 Jan 14	2020 Feb 11	2020 Mar 10	2020 Nov 10	2021 Feb 9	2021 May 11	2021 June	2021 July	2021 Aug 10	2021 Sept 14	
Catherine May	P	E	P	P	P	P			**	P	
Esther Figueroa	P	P	P	P	P	P			**	P	
Edith La Vonne	P	P	P	P	P	P			**	P	
Patience Christenson	P	E	P	P	P	P			**	P	
Kim Baumgardner	P	P	P	P	P	P			**	P	
Susan Uptain	P	P	P	P	P	E			**	P	
Leslie Pelon	P	P	P	P	P	P			**	E	

	2019 Mar 12	2019 Apr 26	2019 May 2	2019 June	2019 July	2019 Aug 13	2019 Sept 10	2019 Oct 8	2019 Nov 12	2019 Dec 10	
Catherine May	E	E	P			P	E	P	P	P	
Allan Bailey	P	E	E			P	P	P	P		Resigned 11/19.
Esther Figueroa	P	P	P			A	P	P	P	P	
Tamara Bishop-Mitchell	P	P	P			P	P	E			Resigned 11/19.
Edith La Vonne	P	P	P			P	P	P	P	P	
Jennifer Biagio	E	P	E			P	E	E	P	P	
Patience Christenson	E	E	E			P	P	P	P	P	
Kim Baumgardner									P	P	Appointed 11/19.
Susan Uptain									P	P	Appointed 11/19.
Leslie Pelon										P	Appointed 12/19.

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

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

Parks & Leisure Services Commissioner's Record of Attendance

	2021	2021	2021	2021	2021	2021	2022	2022	2022	2022	2022	2022
	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
Phillip Duncan	**	**	P									
Diane Graybehl	**	**	P									
Kieran Daly	**	**	P									
Janet Uresti	**	**	P									
Tom Fiormonti	**	**	P									
Jason Gurrola	**	**	P									
Jason Pommier	**	**	P									
Arlene Pena		**	P									

**No meeting held. * Due to lack of quorum, an informal discussion only took place.
P = Present; E = Excused Absence; A = Absent; T = Tardy

Parks & Leisure Services Commissioner's Record of Attendance

	2020	2020	2020	2020	2020	2020	2021	2021	2021	2021	2021	2021
	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
		11			5			4			6	3
Phillip Duncan	**	P	**	**	P	**	**	A	**	**	A	E
Diane Graybehl	**	P	**	**	P	**	**	P	**	**	P	E
Kieran Daly	**	E	**	**	P	**	**	A	**	**	E	E
Janet Uresti	**	P	**	**	P	**	**	P	**	**	P	P
Tom Fiormonti	**	P	**	**	P	**	**	P	**	**	P	P
Jason Gurrola	**	P	**	**	P	**	**	P	**	**	P	P
Jason Pommier	**	P	**	**	P	**	**	P	**	**	P	P

**No meeting held. * Due to lack of quorum, an informal discussion only took place.
P = Present; E = Excused Absence; A = Absent; T = Tardy

Parks & Leisure Services Commissioner's Record of Attendance

	2019	2019	2019	2019	2019	2019	2020	2020	2020	2020	2020	2020
	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
	5	2	6	4	1	6	3	7	7	4	2	6
Rocco Calantone	**	**	P	P								
Richard Rankin	**	**	P	P								
Rachel Lucero	**	**	A	A								
Carrol Land	**	**	P	P								
Phillip Duncan	**	**	A	P	P	P	P	P	P			
Diane Graybehl	**	**	P	P	P	P	E	P	P			
Kieran Daly	**	**	P	E	P	P	P	P	A			
Janet Uresti	**	**	P	P	P	P	P	P	P			
Tom Fiormonti					P	P	P	P	P			
Jason Gurrola					P	P	P	P	E			
Jason Pommier					P	E	P	P	P			

**No meeting held. * Due to lack of quorum, an informal discussion only took place.
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**Transactions and Use Tax Oversight Committee
Attendance Records**

As of September 30, 2021

	2020 23-Sep	2020 18-Nov	2021 26-May	2021 25-Aug				
John Simonich	P	P	P	P				<i>Term expires 5/2022</i>
Margaret Stinson	P	P	P	P				<i>Term expires 5/2024</i>
Russell "Buck" Fletcher	A	P	P	A				<i>Term expires 5/2022</i>
John Billiou	P	P	P	P				<i>Term expires 5/2022</i>
Jerry Hall	A	P	A	A				<i>Term expires 5/2022</i>
Janice Kovars	P	P	P	P				<i>Term expires 5/2024</i>
Shawn Byars	P	A	P	P				<i>Term expires 5/2022</i>
Joshua Sulier	P	P	P	P				<i>Term expires 5/2024</i>
Angela Dennis			P	P				<i>Apptd 12/20; Term exp 5/2024</i>
Vacant								

* Meeting cancelled

	2018 13-Nov	2019 9-Jan	2019 12-Feb	2019 28-May	2019 27-Aug	2019 6-Nov	2020 26-Feb	
John Simonich	A	P	A	P	A	A	*	
Margaret Stinson	P	P	P	A	P	P	*	
Russell "Buck" Fletcher	P	P	P	P	P	P	*	
John Angell	A	A	A	P	P	P	*	
Mike Boudreaux Sr.	A	P	P	P	P	A	*	
Virginia Gurrola	P	P	P	A				
John Billiou	P	P	A	P	P	P	*	
Jerry Hall	P	P	P	P	P	P	*	
Janice Kovars	P	P	P	P	P	P	*	
Shawn Byars	P	P	P	P	P	P	*	
Joshua Sulier						P	*	

* Meeting cancelled

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

* No meeting was held due to lack of quorum.

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

As of September 30, 2021

Committee Member	Reg. Mtg 3/4/2020	Reg. Mtg 2/25/2021	Reg. Mtg	Reg. Mtg	Reg. Mtg
Pat Contreras	P	P			
Linda Mendez	P	P			
Grace Munoz-Rios	P				
Doug Heusdens	A	A			
Rebecca Vigil	A	A			
Kelle Jo Lowe	P	P			
Maria Gonzalez	P				
Eriselda Lizarraga		P			

* No meeting was held due to COVID.

Committee Member	Reg. Mtg 4/27/2015	Reg. Mtg 3/28/2016	Reg. Mtg 3/1/2017	Reg. Mtg 2/28/2018	Reg. Mtg 2/26/2019
Pat Contreras	P	A	P	P	P
Linda Mendez	P	A	P	P	A
Grace Munoz-Rios	P	P	P	P	P
Doug Heusdens	P	P	P	P	A
Rebecca Vigil	P	P	A	P	P
Kelle Jo Lowe	P	P	P	P	P
Maria Gonzalez	P	A	P	P	P

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

This Committee typically meets on an annual basis in February or March.



CITY COUNCIL AGENDA – NOVEMBER 2, 2021

SUBJECT: 6. City Council Member Appointments Attendance Quarterly Report FY 2021-2022 (July - September 2021)

SOURCE: Administrative Services

COMMENT: At its meeting of January 21, 2020, the City Council directed staff to prepare a quarterly report on Council Member attendance at meetings of boards to which Council Members were appointed. This report represents attendance at meetings during the first quarter of FY 2021-2022 (July through September 2021).

RECOMMENDATION: Informational Only

ATTACHMENTS: 1. City Council Appointment Attendance Quarterly Report (July - September 2021)

Appropriated/Funded:

Review By:

Department Director:

Patrice Hildreth, Deputy City Manager

Final Approver: John Lollis, City Manager

City Council Attendance - FY 2021-2022 First Quarter Report

Committee/Board	Member/Alternate	JULY	AUGUST	SEPTEMBER
Ad Hoc Committee- COVID-19	Monte Reyes-Member Kellie Carrillo - Member		8/10 P 8/10 P	9/14 P 9/14 P
Ad Hoc Committee - Proposition 64 Regulation of Marijuana	Monte Reyes - Member Lawana Tate-Member			9/13 P 9/13 P
Ad Hoc Library Facility Planning Committee	Kellie Carrillo - Member	7/22 P	8/5 P, 8/12P	9/17 P
Ad Hoc Committee - Provision of Local Water Services	Kellie Carrillo - Member Lawana Tate - Member		8/6 P 8/6 P	
Council of Cities	Martha Flores - Member Milt Stowe - Member			
Eastern Tule Groundwater Sustainability Agency JPA (ETGSA)	Monte Reyes - Member Michael Knight-Alternate	7/9 P	8/5 P	9/2 P
Internal City Audit Committee	Martha Flores - Member Kellie Carrillo - Member	7/26 P 7/26 P	8/31 P 8/31 P	9/28 P 9/28 P
Joint City/School District Committee	Milt Stowe-Member Kellie Carrillo-Member			
Local Initiatives Navigation Center Committee (LINC)	Lawana Tate - Member Claudia Calderon -Alternate	7/7 P	8/4 P	9/1 P
Porterville Airport Area Development Authority (PAADA)	Monte Reyes - Member Martha Flores - Member		8/27 P 8/27P	
PDC Advisory Board	John Lollis - Member Mayor - Alternate			
San Joaquin Valley Air Pollution Control District ("SJVAPCD") Board	Monte Reyes - Member		8/19 P	9/16 P
San Joaquin Valley Special City Selection Committee	Milt Stowe - Member Monte Reyes - Alternate			
San Joaquin Valley REAP Committee	Martha Flores- Member			
Tulare County Association of Governments/Tulare County Transportation Authority (TCAG/TCTA)	Martha Flores - Member Milt Stowe - Alternate		8/16 P	9/20 P
Tulare County Association of Governments (TCAG) - Sustainable Corridors Committee	Martha Flores - Member			9/9 P
Tulare County City Selection Committee	Mayor - City Member Designee - Alternate			9/15 P
Tulare County Economic Development Corporation (TCEDC)	Martha Flores - Member John Lollis - Alternate			9/22 P
Tulare County Regional Transit Agency (TCRTA)	Monte Reyes - Member Milt Stowe - Alternate	7/19 P	8/16 P	9/27 P
Tulare County Taskforce on Homelessness	Martha Flores - Member Claudia Calderon - Alternate	7/21 P	8/18 P	9/15 P
Tule River Improvement JPA	Monte Reyes - Member Michael Knight-Alternate	7/12 P		

P = Present A = Absent



CITY COUNCIL AGENDA – NOVEMBER 2, 2021

SUBJECT: 7. Street Performance Measure Quarterly Report FY 2021-2022 (July - September 2021)

SOURCE: Public Works

COMMENT: The purpose of this staff report is to provide City Council with an update on progress made on street reconstruction, overlay, micro-surfacing and pothole repair efforts for the first quarter of FY 2021-2022 (July - September 2021). For Council's information, the light blue bar represents staff's estimated quantity of "work" for each category for the fiscal year. The black overlaid bar represents the quantity of work accomplished to date.

City street crews have focused mainly on overlay and pothole repair efforts during this first quarter reporting period. The Newcomb Street reconstruction project (Olive Avenue to Porter Slough) is currently out to bid. Main Street reconstruction (Morton Avenue to Olive Avenue), Henderson Avenue rehabilitation (Westwood Street to Patsy Street), Union Avenue reconstruction (Indiana Street to Jaye Street), Villa Street reconstruction (Henderson Avenue to Olive Avenue), Morton Avenue reconstruction (Westwood Street to Plano Street) and Montgomery Avenue reconstruction (Jaye Street to H Street) are all under design.

RECOMMENDATION: Information Only

ATTACHMENTS: 1. Streets Performance Measure Quarterly Report (July - September 2021)

Appropriated/Funded:

Review By:

Department Director:

Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager

CITY OF PORTERVILLE
2021/2022 Level of Service Report
Prepared By J. Sanchez

1st QUARTER REPORT - July 1, 2021 - September 30, 2021

[illegible]

1st QUARTER REPORT - July 1, 2021 - September 30, 2021



CITY COUNCIL AGENDA – NOVEMBER 2, 2021

SUBJECT: 8. Building Permit Activity Quarterly Report FY 2021-2022 (July - September 2021)

SOURCE: Engineering and Project Management

COMMENT: The Building Permit Activity quarterly report presented herein to the City Council covers the months of July, August and September 2021. The two main categories include new residential permits issued and new commercial permits issued.

First Quarter of FY 2021-2022 compared to First Quarter of FY 2020-2021
New residential permits issued during the first quarter of FY 2021-2022 (38) are up 18.75% from the first quarter of FY 2020-2021 (32). New commercial permits issued during the first quarter of 2021-2022 (3) are up 200% from the first quarter of 2020-2021 (1).

RECOMMENDATION: Information Only

ATTACHMENTS:

1. Building Permit Activity - July 2021
2. Building Permit Activity - August 2021
3. Building Permit Activity - September 2021

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
7/1/2020 - 7/31/2020 AND
7/1/2021 - 7/31/2021

PERMIT	NUMBER OF PERMITS ISSUED				ACTUAL VALUATION OF PERMITS ISSUED				BUILDING FEES TOTALS FOR PERMITS ISSUED			
	JULY 2021	JULY 2020	THIS YEAR TO DATE	LAST YEAR TO DATE	JULY 2021	JULY 2020	THIS YEAR TO DATE	LAST YEAR TO DATE	JULY 2021	JULY 2020	THIS YEAR TO DATE	LAST YEAR TO DATE
NEW RESID	15	16	15	16	3,630,042	4,012,591	3,630,042	4,012,591	30,326.45	40,502.99	30,326.45	40,502.99
NEW COMM	2	0	2	0	2,892,000	0	2,892,000	0	21,549.22	0.00	21,549.22	0.00
RESID IMROV	10	14	10	14	153,935	153,855	153,935	153,855	4,613.30	4,681.45	4,613.30	4,681.45
COMM IMPROV	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00
OTHER	23	43	23	43	607,395	473,556	607,395	473,556	7,507.40	8,356.00	7,507.40	8,356.00
ELECT	48	25	48	25	810,100	382,252	810,100	382,252	10,044.00	4,915.00	10,044.00	4,915.00
PLUMB	65	68	65	68	109,716	71,572	109,716	71,572	9,313.00	9,939.00	9,313.00	9,939.00
TOTALS	163	166	163	166	8,203,189	5,093,825	8,203,189	5,093,825	83,353.37	68,394.44	83,353.37	68,394.44

	NEW DWELLING UNITS TOTALS			
	JULY 2021	JULY 2020	THIS YEAR TO DATE	LAST YEAR TO DATE
SINGLE FAMILY	15	14	15	14
MULTI FAMILY	0	7	0	7
TOTAL	15	21	15	21


 CHIEF BUILDING OFFICIAL

**CITY OF PORTERVILLE - BUILDING DIVISION
REPORT FOR THE PERIODS OF
7/1/2020 - 8/31/2020 AND
7/1/2021 - 8/31/2021**

PERMIT	NUMBER OF PERMITS ISSUED				ACTUAL VALUATION OF PERMITS ISSUED				BUILDING FEES TOTALS FOR PERMITS ISSUED			
	AUGUST 2021	AUGUST 2020	THIS YEAR TO DATE	LAST YEAR TO DATE	AUGUST 2021	AUGUST 2020	THIS YEAR TO DATE	LAST YEAR TO DATE	AUGUST 2021	AUGUST 2020	THIS YEAR TO DATE	LAST YEAR TO DATE
NEW RESID	12	9	27	25	2,751,114	1,562,030	6,381,156	5,574,621	23,456.63	16,822.32	53,783.08	57,325.31
NEW COMM	1	1	3	1	379,000	1,350,000	3,271,000	1,350,000	5,049.79	7,652.20	26,599.01	7,652.20
RESID IMROV	12	13	22	27	249,720	82,212	403,655	236,067	5,100.25	4,122.46	9,713.55	8,803.91
COMM IMPROV	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00
OTHER	24	32	47	75	595,872	430,280	1,203,267	903,836	6,890.70	9,313.63	14,398.10	17,669.63
ELECT	82	40	130	65	1,402,928	3,178,466	2,213,028	3,560,718	17,027.00	7,759.00	27,071.00	12,674.00
PLUMB	94	35	159	103	237,739	111,873	347,456	183,445	14,546.00	5,142.00	23,859.00	15,081.00
TOTALS	225	130	388	296	5,616,373	6,714,861	13,819,562	11,808,686	72,070.37	50,811.61	155,423.74	119,206.05

	NEW DWELLING UNITS TOTALS			
	AUGUST 2021	AUGUST 2020	THIS YEAR TO DATE	LAST YEAR TO DATE
SINGLE FAMILY	12	9	27	23
MULTI FAMILY	0	0	0	7
TOTAL	12	9	27	30


 CHIEF BUILDING OFFICIAL

CITY OF PORTERVILLE - BUILDING DIVISION
REPORT FOR THE PERIODS OF
7/1/2020 - 9/30/2020 AND
7/1/2021 - 9/30/2021

PERMIT	NUMBER OF PERMITS ISSUED				ACTUAL VALUATION OF PERMITS ISSUED				BUILDING FEES TOTALS FOR PERMITS ISSUED			
	SEPTEMBER 2021	SEPTEMBER 2020	THIS YEAR TO DATE	LAST YEAR TO DATE	SEPTEMBER 2021	SEPTEMBER 2020	THIS YEAR TO DATE	LAST YEAR TO DATE	SEPTEMBER 2021	SEPTEMBER 2020	THIS YEAR TO DATE	LAST YEAR TO DATE
NEW RESID	11	7	38	32	2,495,836	1,298,550	8,876,992	6,873,171	23,279.99	13,258.29	77,063.07	70,583.60
NEW COMM	0	0	3	1	0	0	3,271,000	1,350,000	0.00	0.00	26,599.01	7,652.20
RESID IMROV	7	6	29	33	139,126	32,437	542,782	268,503	4,682.67	1,395.00	14,396.22	10,198.91
COMM IMPROV	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00
OTHER	30	42	77	117	502,699	535,314	1,705,966	1,439,150	6,792.00	11,202.00	21,190.10	28,871.63
ELECT	71	40	201	105	1,747,470	806,522	3,960,498	4,367,240	13,802.00	7,643.00	40,873.00	20,317.00
PLUMB	80	71	239	174	182,120	126,344	529,576	309,789	12,070.00	10,787.00	35,929.00	25,868.00
TOTALS	199	166	587	462	5,067,252	2,799,166	18,886,814	14,607,852	60,626.66	44,285.29	216,050.40	163,491.34

	NEW DWELLING UNITS TOTALS			
	SEPTEMBER 2021	SEPTEMBER 2020	THIS YEAR TO DATE	LAST YEAR TO DATE
SINGLE FAMILY	11	7	38	30
MULTI FAMILY	0	0	0	7
TOTAL	11	7	38	37


 CHIEF BUILDING OFFICIAL



CITY COUNCIL AGENDA – NOVEMBER 2, 2021

SUBJECT: Authorization to Repair HVAC Unit at Police Department

SOURCE: Police

COMMENT: The City entered into a contract with Johnson Controls, Inc. to install heating, ventilation and air conditioning (HVAC) units at City Hall and the Police Department in 2009, as part of an energy efficiency infrastructure project. Along with installation, the City has had a maintenance service agreement with Johnson Controls, Inc. since 2009. Johnson Controls, Inc. has performed all maintenance on the Johnson Controls units since they were installed.

During a recent maintenance appointment to service AC Unit 2 at the Police Department, Johnson Controls discovered a degraded condenser coil that is in need of replacement. A condenser coil is responsible for the heat transfer process. This is where much of the absorbed heat is transferred from the interior to the exterior. Its current condition is affecting unit performance causing the unit to run at very high head pressures, and is likely to cause premature unit failure. The repair would remove and replace the compromised condensing coil and filter drier with a new original equipment manufacturer coil. \$7,073 is the amount quoted by Johnson Controls, Inc. for the HVAC repair. The cost is proposed to be paid from the General Fund Facility Deferred Maintenance / Equipment Replacement Designated Fund.

RECOMMENDATION: That the City Council:

1. Adopt the draft Resolution authorizing the appropriation of \$7,073 from the General Fund Facility Deferred Maintenance / Equipment Replacement Designated Fund for the repair of HVAC Unit #2 at the Police Department; and
2. Approve the repair of the HVAC Unit #2 at the Police Department by Johnson Controls, Inc. for \$7,073.

ATTACHMENTS:

1. Draft Resolution
2. Johnson Controls Inc. Quote

Appropriated/Funded:

Review By:

Item No. 1.

Department Director:

Jake Castellow, Chief of Police

Final Approver: John Lollis, City Manager

RESOLUTION NO. ____-2021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
AUTHORIZING THE APPROPRIATION OF FUNDS FROM THE FACILITY DEFERRED
MAINTENANCE / EQUIPMENT REPLACEMENT DESIGNATED FUND FOR THE
REPAIR OF HVAC UNIT #2 AT THE POLICE DEPARTMENT

WHEREAS: The City of Porterville Police Department has HVAC Units on its roof at 350 North D St. to cool and heat the building; and

WHEREAS: HVAC Unit #2 is not functioning correctly and is in need of repairs to its condenser coil; and

WHEREAS: The City of Porterville Municipal Code Section 2-31.3, established the Facility Deferred Maintenance / Equipment Designated Fund for the exclusive purpose of providing funds to support one-time City facility deferred maintenance and / or equipment replacement costs.

NOW, THEREFORE, BE IT RESOLVED:

1. That the City Council of the City of Porterville make a finding that the repair of the HVAC Unit #2 at the Police Department is within the intent and purpose of the Facility Deferred Maintenance / Equipment Replacement Designated Fund; and
2. That the City Council of the City of Porterville does hereby approve and authorize the appropriation of \$7,073 from the Facility Deferred Maintenance / Equipment Replacement Designated Fund for the immediate repair of the HVAC Unit #2 at the Police Department.

PASSED, APPROVED AND ADOPTED this 2nd day of November, 2021.

Adrian Monte Reyes, Mayor

ATTEST:

John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk



Condenser coil replacement unit #2
Quote Prepared by Jesse Sandoval
09/28/2021



PROPOSAL

Account Information

Bill To: CITY OF PORTERVILLE
ATTN IRENE ANAYA 291 NORTH MAIN STREET
PORTERVILLE CA
USA 93257

Quote Reference Number: 1-1DB0U1JE

Project Name: Condenser coil replacement unit #2

Site: CITY OF PORTERVILLE
291 N MAIN ST
PORTERVILLE CA 93257-3737

Branch Info: JOHNSON CNTRL SACRMNT RENO BKRFLD FRSNO CB - 0N0M

Attn: Chris Contreras

Customer Information

Name: Chris Contreras

This proposal is hereby accepted and Johnson Controls is authorized to proceed with the work, subject to credit approval By Johnson Controls, Inc. Milwaukee, WI.
We propose to furnish the materials and/or perform the work below for the net price of: \$7,073.00

This proposal is valid through: 10/24/2021

CITY OF PORTERVILLE

Johnson Controls Inc.

Signature: _____
Name: _____
Title: _____
Date: _____
PO: _____

Signature: _____
Name: _____
Title: _____
Date: _____

Proposal Overview

Benefits/Scope of Work:

AC Unit 2 has a degraded condenser coil that needs to be replaced. It is affecting unit performance and is likely to cause unit failure.

Safely place system out of service following LOTO procedures. Recover existing refrigerant charge. Gain access to condensing coil by removing necessary panels. Remove and replace compromised condensing coil & filter drier with new OEM coil. Place system on Vacuum as per industry standard. Charge system as per manufacturer specs and perform factory recommended start up. Place system back into service and report to customer.

Please note that lead time is 2-3 weeks

Exclusions:

- 1.Labor or material not specifically described above is excluded from this proposal.
- 2.Unless otherwise stated, any and all overtime labor is excluded from this proposal.
- 3.Applicable taxes or special freight charges are excluded from this proposal



(IMPORTANT): This proposal incorporates by reference the terms and conditions which are attached to this document. All work is to be performed Monday through Friday during normal Johnson Controls, Inc. (JCI) business hours unless otherwise noted. This proposal, or any accepted alternates, are hereby accepted by Customer, and JCI is authorized to proceed with the work; subject, however, to credit approval by JCI, Milwaukee, Wisconsin.

TERMS AND CONDITIONS

By accepting this proposal, Customer agrees to be bound by the following terms and conditions:

1. SCOPE OF WORK. This proposal is based upon the use of straight time labor only. Plastering, patching, and painting are excluded. Disinfecting of chiller condenser and cooling tower water systems and components for biohazards, such as but not limited to Legionella, are excluded unless otherwise specifically stated in this agreement. In-line duct and piping devices, including, but not limited to valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by JCI, shall be distributed and installed by others under JCI's supervision but at no additional cost to JCI. Customer agrees to provide JCI with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. JCI agrees to keep the job site clean of debris arising out of its own operations. Customer shall not back charge JCI for any costs or expenses without JCI's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any language or provision of the agreement elsewhere contained which may authorize or empower the Customer to change, modify, or alter the scope of work or services to be performed by JCI and shall not operate to compel JCI to perform any work relating to Hazards or Biohazards, such as but not limited to Legionella, without JCI's express written consent.

2. INVOICE AND PAYMENTS. JCI may invoice Customer monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Customer shall pay JCI at the time Customer signs this agreement an advance payment equal to 10% of the contract price, which advance payment shall be credited against the final payment (but not any progress payment) due hereunder. Unless otherwise agreed to by the parties, payment is due to JCI upon Customer's receipt of JCI's invoice. Invoicing disputes must be identified by Customer in writing within 21 days of the date of the invoice. Payment of any disputed amounts are due and payable upon resolution of such dispute. Failure to make payments when due will give JCI, without prejudice to any other right or remedy, the right to: (i) stop performing any services, withhold deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or terminate this agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. Customer will pay all of JCI's reasonable collection costs (including legal fees and expenses). In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable. Lien waivers will be furnished upon request, as the work progresses, to the extent payments are received.

3. MATERIALS. If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of JCI, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, JCI shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.

4. EQUIPMENT WARRANTY. JCI warrants that equipment manufactured or labeled by JCI shall be free from defects in material and workmanship arising from normal usage for a period of one year. No warranty is provided for third-party products and equipment installed or furnished by JCI. Such products and equipment are provided with the third party manufacturer's warranty to the extent available, and JCI will transfer the benefits, together with all limitations, of that manufacturer's warranty to Customer. All transportation charges incurred in connection with the warranty for equipment and/or materials not installed by JCI shall be borne by Customer. These warranties shall not extend to any equipment that has been abused, altered, misused or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty date decals have been removed or altered. Customer must promptly report any failure of the equipment to JCI in writing.

5. LIMITED WARRANTY. JCI warrants its workmanship or that of its agents (Technicians) in relation to installation of equipment for a period of ninety (90) days from date of installation. Customer shall bear all labor costs associated with replacement of failed equipment still under JCI's equipment warranty or the original manufacturer's warranty, but outside the terms of this express labor warranty. All warranty labor shall be executed on normal business days during JCI normal business hours. These warranties do not extend to any equipment which has been repaired by others, abused, altered, or misused in any way, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. UNDER NO CIRCUMSTANCES SHALL JCI BE LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATING TO ANY DEFECT IN MATERIAL OR WORKMANSHIP OF EQUIPMENT OR THE PERFORMANCE OF SERVICES. JCI makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread, transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

6. LIABILITY. To the maximum extent permitted by law, in no event shall JCI and its affiliates and their respective personnel, suppliers and vendors ("JCI Parties") be liable to you or any third party under any cause of action or theory of liability even if advised of the possibility of such damages, for any: (a) special, incidental, consequential, punitive, or indirect damages; (b) lost profits, revenues, data, customer opportunities, business, anticipated savings, or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. In any case, the entire aggregate liability of the JCI Parties under this proposal for all damages, losses, and causes of action (whether in contract, tort (including negligence), or otherwise) shall be limited to the amounts payable to JCI hereunder.

7. TAXES. The price of this proposal does not include duties, sales, use, excise, or other taxes, unless required by federal, state, or local law. Customer shall pay, in addition to the stated price, all taxes not legally required to be paid by JCI or, alternatively, shall provide JCI with acceptable tax exemption certificates. JCI shall provide Customer with any tax payment certificate upon request and after completion and acceptance of the work.

8. DELAYS. JCI shall not be liable for any delay in the performance of the work resulting from or attributed to acts of circumstance beyond JCI's control, including but not limited to; acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Customer, Owner, or other Contractors or delays caused by suppliers or subcontractors of JCI, etc.

9. COMPLIANCE WITH LAWS. JCI shall comply with all applicable federal, state, and local laws and regulations, and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits a permanent nature shall be procured and paid for by the Customer.

10. PRICING; PAYMENT. JCI may increase prices upon notice to the Customer to reflect increases in material and labor costs. Customer shall pay all invoices when due in accordance with the payment terms provided for herein, and such payment is a condition precedent to JCI's obligation to provide products or perform

services hereunder.

11. DISPUTES. All disputes involving more than \$15,000.00 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorneys' fees incurred as a result. Nothing here shall limit any rights under construction lien laws.

12. INSURANCE. Insurance coverage in excess of JCI's standard limits will be furnished when requested and required. No credit will be given or premium paid by JCI for insurance afforded by others.

13. INDEMNITY. The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorney's fees which may arise in connection with the execution of the work herein specified and which are caused, by the negligent act or omission of the indemnifying Party.

14. CUSTOMER RESPONSIBILITIES. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Johnson Controls secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

15. FORCE MAJEURE. JCI shall not be liable, nor in breach or default of its obligations under this proposal, for delays, interruption, failure to render services, or any other failure by JCI to perform an obligation under this proposal, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of JCI, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of JCI. If JCI's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, JCI shall be excused from performance under this proposal. Without limiting the generality of the foregoing, if JCI is delayed in achieving one or more of the scheduled milestones set forth in this proposal due to a Force Majeure Event, JCI will be entitled to extend the relevant completion date by the amount of time that JCI was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases JCI's cost to perform the services, Customer is obligated to reimburse JCI for such increased costs, including, without limitation, costs incurred by JCI for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by JCI in connection with the Force Majeure Event.

16. OCCUPATIONAL SAFETY AND HEALTH. The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of the, Occupational Safety and Health Act relating in any way to the project or project site.

17. ONE-YEAR CLAIMS LIMITATION. No claim or cause of action, whether known or unknown, shall be brought against JCI more than one year after the claim first arose. Except as provided for herein, JCI's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

18. JCI CONNECTED EQUIPMENT SERVICES. Certain equipment sold hereunder includes by default JCI's Connected Equipment Services. Connected Equipment Services is a data-analytics and monitoring Software platform that uses a cellular or network connection to gather equipment performance data to assist JCI in advising Customer on (and Customer in better understanding) such equipment's health, performance or potential malfunction. **If Customer's equipment includes Connected Equipment Services, such services will be on by default and the remote connection will continue to connect to Customer's Equipment through the full equipment lifecycle, unless Customer specifically requests in writing that JCI disable the remote connection or JCI discontinues or removes such remote connection.** For more information on whether your particular equipment includes Connected Equipment Services, a subscription to such services and the cost, if any, of such subscription, please see your applicable order, quote, proposal, or purchase documentation or talk to your JCI sales representative. If Customer's equipment includes Connected Equipment Services, JCI will provide a cellular modem or other gateway device ("Gateway Device") owned by JCI or Customer will supply a network connection suitable to establish a remote connection with Customer's applicable equipment to permit JCI to use Connected Equipment Services to perform first-year and extended warranty services as well as other services, including troubleshooting, quarterly health reports, remote diagnostic and monitoring and aftermarket services. For certain subscriptions, Customer will be able to access equipment information from a mobile or smart device using Connected Equipment Service's mobile or web app. Any Gateway Devices provided hereunder shall remain JCI's property, and JCI may upon reasonable notice access and remove such Gateway Device and discontinue services in accordance with the Software Terms. If Customer does not permit JCI to connect via a connection validated by JCI for the equipment or the connection is disconnected by Customer, and a service representative must therefore be dispatched to the Customer site, then the Customer will pay JCI at JCI's then-current standard applicable contract regular time and/or overtime rate for services performed by the service representative. JCI disclaims any obligation to advise Customer of any possible equipment error or malfunction. **Customer acknowledges that, while Connected Equipment Services generally improve equipment performance and services, Connected Equipment Services does not prevent all potential malfunction, insure against all loss or guarantee a certain level of performance and that JCI shall not be responsible for any injury, loss, or damage caused by any act or omission of JCI related to or arising from the monitoring of the equipment under Connected Equipment Services.**

19. SOFTWARE AND DIGITAL SERVICES. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, JCI's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, JCI and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

20. Privacy. **JCI as Processor:** Where JCI factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa ("DPA") shall apply. **JCI as Controller:** JCI will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with JCI's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges JCI's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by JCI is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

21. ENTIRE AGREEMENT. This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings. Customer acknowledges and agrees that any purchase order issued by Customer in connection with this Agreement is intended only to establish payment authority for Customer's internal accounting purposes and shall not be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included or referenced in Customer's purchase order will have any force or effect and these terms and conditions shall control. Customer's acceptance of any Services shall constitute an acceptance of these terms and conditions. Any proposal for additional or different terms, whether in Customer's purchase order or any other document, unless expressly accepted in writing by JCI, is hereby objected to and rejected.

22. CHANGES. No change or modification of any of the terms and conditions stated herein shall be binding upon JCI unless accepted by JCI in writing.



CITY COUNCIL AGENDA – NOVEMBER 2, 2021

SUBJECT: Approval of a Subaward Agreement with Tulare County to Receive Firefighter Ballistics Protective Equipment

SOURCE: Fire

COMMENT: In the 2019 Fiscal Year, the California State Homeland Security Grant Program (SHSGP) provided funding through federal grants from the Department of Homeland Security to enhance the capabilities of State and local first responders by allowing the purchase of advanced types of equipment, as well as addressing other critical homeland security needs. Tulare County applied to the California Governor's Office of Emergency Services (CalOES) for this grant, and was awarded FY 2019 SHSGP funding. Tulare County has decided to use some of this funding to purchase Firefighter Ballistics Protective Equipment for municipal fire departments within the Tulare County Operational Area. This equipment includes specifically coded helmets and vests that identify the firefighters as first responders. For the Porterville Fire Department, twelve (12) such sets of equipment would be delivered.

In order to receive the firefighter ballistics protective equipment, each department is required to have its organization's authority agreement. In the case of the City of Porterville, this requires a Resolution of approval of the City Council. Tulare County prepared a standard contract for approval, which is attached to this report. The portion of the County's grant that would be provided to the City has an estimated valuation of \$15,000.

RECOMMENDATION: That the City Council approve the draft Resolution as a sub-recipient of Tulare County's SHSGP grant to accept twelve (12) sets of firefighter ballistics protective equipment.

ATTACHMENTS:

1. Draft Resolution
2. Subaward Agreement
3. CalOES Standard Assurances Exhibit

Appropriated/Funded:

Review By:

Department Director:

Dave LaPere, Fire Chief

Final Approver: John Lollis, City Manager

RESOLUTION _____ - 2021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
TO APPROVE A SUBRECIPIENT AGREEMENT TO RECEIVE
FIREFIGHTER BALLISTICS PROTECTIVE EQUIPMENT

WHEREAS: In the 2019 Fiscal Year, the California State Homeland Security Grant Program (SHSGP) provided funding through Federal grants from the Department of Homeland Security to enhance the capabilities of state and local first responders by allowing the purchase of advanced types of equipment, as well as addressing other critical homeland security needs. Tulare County applied to the California Governor's Office of Emergency Services (CalOES) for this grant, and was awarded FY 2019 SHSGP funding.

WHEREAS: Tulare County has decided to use some of this funding to purchase Firefighter Ballistics Protective Equipment for municipal fire departments within the Tulare County Operational Area. This equipment includes specifically coded helmets and vests that identify the firefighters as first responders. For the Porterville Fire Department, twelve (12) such sets of equipment would be delivered.

WHEREAS: The City Council of the City of Porterville, at its regularly scheduled meeting of November 2, 2021, reviewed the draft sub-recipient agreement with Tulare County.

NOW, THEREFORE, BE IT RESOLVED: That the City Council agrees that:

- (a) Any liability arising out of performance of this Agreement shall be the responsibility of the SUBRECIPIENT and the city council, governing board, or authorized body;
- (b) Grant subaward equipment shall not be used to supplant expenditures controlled by the city council, governing board, or authorized body; and
- (c) The official executing this Agreement is, in fact, authorized to do so.

PASSED, APPROVED, AND ADOPTED this 2nd day of November, 2021.

Adrian Monte Reyes, Mayor

ATTEST:

John D. Lollis, City Clerk

By: _____

Patrice Hildreth, Chief Deputy City Clerk

Subaward Agreement Regarding FY 2019 State Homeland Security Grant Programs Funding for Equipment, Planning, Administration, Training and Exercises

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

WHEREAS, the Fiscal Year 2019 (FY 2019) California State Homeland Security Grant Program (SHSGP) provides funding through Federal grants from the Department of Homeland Security to enhance the capabilities of state and local first responders by allowing the purchase of advanced types of equipment, as well as addressing other critical homeland security needs, including administration, planning, training, and exercise-related costs;

WHEREAS, COUNTY applied to the California Governor's Office of Emergency Services ("CalOES") for a FY 2019 SHSGP grant;

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

WHEREAS, COUNTY was awarded FY 2019 SHSGP grant funding; and COUNTY, upon recommendation of the local Approval Authority designated in the SHSGP Guidelines, determined to use some of this funding to purchase Firefighter Ballistics Protective Equipment (herein referred to as "Grant Subaward Equipment"), which COUNTY shall provide to SUBRECIPIENT to support SUBRECIPIENT's eligible program(s) or activity(ies).

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

1. GRANT SUBAWARD. Subject to the terms, conditions, and other limitations specified herein, COUNTY intends to subaward to SUBRECIPIENT equipment purchased with a portion of its FY 2019 SHSGP Grant for the following program and/or activity:

Department/Agency: Porterville Fire Department

Program/Activity: (12) Firefighter Ballistics Protective Equipment

Details about the specific program or activity authorized, the grant subaward equipment to be provided for the specified program or activity shall be confirmed by subsequent award letter(s) from COUNTY ("Award Letter(s)") in accordance with this Agreement. Award Letter(s) may include attachments, which are considered to be integral parts of the Award Letter(s). Upon receipt of grant subaward equipment, SUBRECIPIENT will be deemed to have accepted all of the terms and conditions specified in the Award Letter(s), including any applicable attachments.

COUNTY reserves the exclusive right to determine the method and timing of providing SUBRECIPIENT with grant subaward equipment. Furthermore, and in addition to all other rights provided to COUNTY under this Agreement or the law, COUNTY reserves the right to, issue revised Award Letter(s) to modify SUBRECIPIENT's authorized program, activity, award amounts, equipment type, and/or performance periods, in accordance with the recommendations of the Local Approval Authority,

the changing needs of SUBRECIPIENT and/or the likelihood of SUBRECIPIENT utilizing the grant subaward equipment; however, such modifications will only be made after consultation with SUBRECIPIENT, and in accordance with the recommendations of the Local Approval Authority.

2. PERFORMANCE PERIOD. SUBRECIPIENT's Performance Period for all activities covered by the terms of this Agreement shall commence on October 1, 2019. Unless COUNTY specifies otherwise in SUBRECIPIENT's Award Letter(s), SUBRECIPIENT's Performance Period for all activities covered by the terms of this Agreement shall continue until whichever of the following dates or events occurs first: (i) April 30, 2021, or (ii) until otherwise terminated under the provisions of this Agreement. Only activities performed during the County-specified FY 2019 SHSGP Performance Period are eligible for funding/reimbursement pursuant to this Agreement.

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

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

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

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

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

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

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

6. SUBAWARDS AND CONTRACTS. "With the understanding that not all provisions may be applicable to subawardees, SUBRECIPIENT agrees to include all of the commitments specified in Exhibit A, and any other commitments or requirements included in this Agreement that expressly so designate, in the award documents it issues for all subawards at all tiers, including contracts under grants and cooperative agreements and subcontracts. SUBRECIPIENT further agrees that it will include the commitments in Exhibit A in all contracts paid for in full or part with FY 2019 SHSGP funds."

7. DESIGNATED COUNTY AUTHORIZED AGENT. Only those individuals designated by resolution of the Tulare County Board of Supervisors as Authorized Agents for FY 2019 SHSGP ("COUNTY Authorized Agents") are authorized to sign FY 2019 SHSGP Award Letters on behalf of COUNTY, or to suspend performance in accordance with Paragraph 16(d), below. All other notices from COUNTY may come from other COUNTY personnel.

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

- (a) Any liability arising out of performance of this Agreement shall be the responsibility of the SUBRECIPIENT and the city council, governing board, or authorized body;
- (b) Grant subaward equipment shall not be used to supplant expenditures controlled by the city council, governing board, or authorized body; and
- (c) The official executing this Agreement is, in fact, authorized to do so.

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

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

Furthermore, if any of COUNTY's FY 2019 SHSGP grant funding is reduced, modified, or eliminated for any reason, COUNTY reserves the right to reduce, modify, or eliminate any or all of this FY 2019 SHSGP grant subaward equipment to SUBRECIPIENT. SUBRECIPIENT agrees to promptly return any equipment requested by COUNTY in accordance with this provision. At its option, COUNTY may offset the amount to be returned by SUBRECIPIENT from any payment due or to become due to SUBRECIPIENT under this Agreement or any other agreement between SUBRECIPIENT and COUNTY.

10. MONITORING AND REPORTS. SUBRECIPIENT is responsible for oversight of the operations of the FY 2019 SHSGP supported activities. SUBRECIPIENT must monitor its activities to ensure compliance with applicable Federal requirements and achievement of specific performance expectations. SUBRECIPIENT's monitoring must cover each program, function or activity supported by FY 2019 SHSGP funding.

SUBRECIPIENT agrees to provide ongoing performance and financial reports regarding any and all of SUBRECIPIENT's programs and activities utilizing equipment purchased with FY 2019 SHSGP funding. At a minimum, these reports will be due on an annual basis, but COUNTY reserves the right to request more frequent reporting. Within 90 days of completion or termination of FY 2019 SHSGP funded subawards, SUBRECIPIENT is also expected to provide a final performance report in a format acceptable to COUNTY, State and the Federal government. SUBRECIPIENT will be notified of any additional required reports by separate Award Letter(s) or notice(s) from COUNTY.

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

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

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

- (d) Knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to COUNTY; or
- (e) Is a beneficiary of an inadvertent submission of a false claim to COUNTY, later discovers the falsity of the claim, and fails to disclose the false claim to COUNTY within a reasonable time after discovery of the false claim.

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

14. LIABILITY OF COUNTY. COUNTY's obligations to SUBRECIPIENT for FY 2019 SHSGP funds are limited by all provisions and other requirements specified in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall COUNTY be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect, or incidental damages arising out of or in connection with this Agreement, including, but not limited to, lost profits, equipment purchased, or activities performed in connection with this Agreement.

15. HOLD HARMLESS, INDEMNIFICATION, AND DEFENSE.

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

comparative active negligence or willful misconduct of an Indemnified Party, then SUBRECIPIENT'S indemnification obligation shall be reduced in proportion to the established comparative liability.

- (b) The duty to defend is a separate and distinct obligation from SUBRECIPIENT'S duty to indemnify. SUBRECIPIENT shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, the Indemnified Parties immediately upon tender to SUBRECIPIENT of the Claim in any form or at any stage of an action or proceeding, whether or not liability is established. Payment to SUBRECIPIENT by any Indemnified Party or the payment or advance of defense costs by any Indemnified Party cannot be a condition precedent to enforcing the Indemnified Party's rights to defense or indemnification under this Agreement. An allegation or determination that persons other than SUBRECIPIENT are responsible for the Claim does not relieve SUBRECIPIENT from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if SUBRECIPIENT asserts that liability is caused in whole or in part by the negligence or willful misconduct of an Indemnified Party. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of an Indemnified Party, then SUBRECIPIENT may submit a claim to the COUNTY for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the Indemnified Party. SUBRECIPIENT'S indemnification obligations under this Agreement will survive the expiration or earlier termination of this Agreement until action against the Indemnified Parties for the matter indemnified is fully and finally barred by the applicable statute of limitations or statute of repose. SUBRECIPIENT'S liability for indemnification under this Agreement is in addition to any liability SUBRECIPIENT may have to COUNTY for a breach by SUBRECIPIENT of any of the provisions of this Agreement. Under no circumstances may the insurance requirements and limits set forth in this Agreement be construed to limit SUBRECIPIENT'S indemnification obligation or other liability under this Agreement. The terms of this Agreement are contractual and the result of negotiation between the Parties.
- (c) SUBRECIPIENT must indemnify and hold COUNTY harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses, for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by COUNTY, or any of its officers or agents, of articles or services to be supplied in the performance of this Agreement.

16. TERMINATION

(a) Without Cause (For Convenience): Either Party may terminate this Agreement for convenience by giving thirty (30) days' prior written notice to the other Party of its intention to terminate pursuant to this provision, specifying the date of termination. COUNTY will not pay lost anticipated profits or other economic loss resulting from termination of this Agreement. After receiving a notice of termination for convenience from SUBRECIPIENT, and prior to the effective date of termination, COUNTY may, in its sole discretion, continue to disburse grant funding to SUBRECIPIENT for

the programs or activities permitted under this Agreement and specified in the effective Award Letter(s); however, COUNTY specifically reserves the right to cancel or modify some of the programs or activities specified in the Award Letter if it seems infeasible for SUBRECIPIENT to complete its work before the termination of the contract. Any funding disbursed to SUBRECIPIENT but not yet spent at the time the Agreement is terminated must be returned to COUNTY. All such disbursements continue to be subject to the restrictions otherwise provided in this Agreement or by law.

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

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

- (1) be adjudged a bankrupt, or
- (2) become insolvent or have a receiver appointed, or
- (3) make a general assignment for the benefit of creditors, or
- (4) suffer any judgment which remains unsatisfied for 30 days, and which would substantively impair the ability of the judgment debtor to perform under this Agreement.

COUNTY also reserves the right to immediately suspend and/or to terminate this Agreement, for cause, upon discovery of a material breach by SUBRECIPIENT. A material breach includes, but is not limited to, (i) SUBRECIPIENT's failure to comply with the terms and conditions of this Agreement or of any Award Letter(s) issued by COUNTY; (ii) a material misrepresentation by SUBRECIPIENT to COUNTY in relation to this grant program; or (iii) failure to comply with all applicable laws or regulations. COUNTY will provide written notice of the material breach and its determination to either suspend or terminate the contract, specifying the date of termination. At COUNTY's sole discretion, COUNTY may provide SUBRECIPIENT with a reasonable period of time to cure the breach. If COUNTY terminates this Agreement for cause, COUNTY reserves the right to reduce, modify, or eliminate any or all of this subaward and any other outstanding SHSGP subawards to SUBRECIPIENT. Upon demand by COUNTY, SUBRECIPIENT agrees to immediately return FY 2019 SHSGP funding that has been disbursed to SUBRECIPIENT and which remains in SUBRECIPIENT's possession at the time this Agreement is terminated. In addition, the payment of any grant funds that have yet to be disbursed for work already completed by SUBRECIPIENT under this Agreement remains subject to the restrictions on payments otherwise provided in this Agreement and by law, and is further conditioned on COUNTY's confirmation of SUBRECIPIENT's satisfactory completion of the activities or programs specified in this Agreement and any related Award Letter(s).

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

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

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

17. RECORDS. SUBRECIPIENT shall maintain complete and accurate records with respect to the activities, programs, and/or purchases funded by or related to FY 2019 SHSGP funding and/or this Agreement, including all records relating to procurement of goods and services. In addition, SUBRECIPIENT shall maintain complete and accurate records with respect to any payments to employees, subawardees, contractors, or subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures and any applicable procedures required by the COUNTY or the federal or state government. All applicable records shall be clearly identified, maintained on site, and be kept readily accessible.

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

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

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

COUNTY:

Andrew Lockman, Emergency Services Manager
Tulare County HHSA/Office of Emergency Services
5957 S Mooney Blvd
Visalia, CA 93277

With a Copy To:

COUNTY ADMINISTRATIVE OFFICER
2800 W. Burrell Ave.
Visalia, CA 93291
Phone No.: (559) 636-5005

Phone No.: (559) 624-7498
Fax No.: (559) 624-7499

Fax No.: (559) 733-6318

SUBRECIPIENT:

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

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

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

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

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

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

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

24. NO THIRD PARTY BENEFICIARIES. Unless specifically set forth, the Parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

25. WAIVERS. The failure of either Party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either Party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other Party.

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

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

28. ASSIGNMENT. This Agreement is entered into by COUNTY in reliance on the identity and representations made by SUBRECIPIENT, and no part of this Agreement or this subaward (including any equipment purchased with the subaward) may be assigned, transferred, or sold by SUBRECIPIENT without the prior written consent of COUNTY, which consent COUNTY may grant, delay, deny, or condition in its absolute discretion. Any FY 2019 SHSGP funds provided to SUBRECIPIENT and not yet expended at the time of any attempted unauthorized assignment or transfer will be forfeit to COUNTY at the time of attempted assignment or transfer. Furthermore, the voluntary or involuntary assignment of this Agreement to a receiver or trustee in bankruptcy, will constitute a material breach and will automatically terminate this Agreement without advance notice or opportunity to cure.

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

30. CONFLICT OF INTEREST

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

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

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

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

proper planning, management and completion of the project described in the FY 2019 SHSGP application, within the prescribed timelines.

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

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

CITY OF PORTERVILLE

By: _____

[Title]

Date: _____

ATTEST:

By: _____

Approved as to form:

By: _____

COUNTY OF TULARE

By: _____

Chairman, Board of Supervisors

Date: _____

ATTEST: JASON T. BRITT

County Administrative Officer/

Clerk of the Board of Supervisors

By: _____

Deputy

Approved as to form: County Counsel

By: _____

Deputy, Matter No. 20191550.

EXHIBIT A



Standard Assurances For All Cal OES Federal Grant Programs

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

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

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

Federal Regulations

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

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

1. Proof of Authority

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

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

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

EXHIBIT A

2. Period of Performance

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

3. Lobbying and Political Activities

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

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

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

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

4. Debarment and Suspension

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

EXHIBIT A

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

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

5. Non-Discrimination and Equal Employment Opportunity

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

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

EXHIBIT A

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

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

6. Drug-Free Workplace

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

7. Environmental Standards

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

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

EXHIBIT A

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

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

8. Audits

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

9. Access to Records

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

EXHIBIT A

10. Conflict of Interest

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

11. Financial Management

False Claims for Payment

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

12. Reporting - Accountability

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

13. Whistleblower Protections

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

14. Human Trafficking

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

15. Labor Standards

The Applicant will comply with the following federal labor standards:

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

EXHIBIT A

EXHIBIT A

16. Worker's Compensation

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

17. Property-Related

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

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

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

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

EXHIBIT A

19. Use of Cellular Device While Driving is Prohibited

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

20. California Public Records Act and Freedom of Information Act

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

HOMELAND SECURITY GRANT PROGRAM - PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS

21. Reporting Accusations and Findings of Discrimination

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

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

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

22. Acknowledgment of Federal Funding from DHS

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

23. Activities Conducted Abroad

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

EXHIBIT A

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

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

25. Copyright

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

26. Duplication of Benefits

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

27. Energy Policy and Conservation Act

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

28. Federal Debt Status

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

29. Fly America Act of 1974

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

30. Hotel and Motel Fire Safety Act of 1990

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

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31. Non-supplanting Requirement

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

32. Patents and Intellectual Property Rights

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

33. SAFECOM

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

34. Terrorist Financing

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

35. Reporting of Matters Related to Recipient Integrity and Performance

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

36. USA Patriot Act of 2001

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

37. Use of DHS Seal, Logo, and Flags

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

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IMPORTANT

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

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

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

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

Subrecipient: _____

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title: _____ Date: _____

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Federally-Funded Services

(Pursuant to Appendix II, 2 CFR Part 200)

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

EXHIBIT A

September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.(8) The SUBRECIPIENT will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The SUBRECIPIENT will take such action with respect to any subcontract or purchase order as the COUNTY may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event SUBRECIPIENT becomes involved in, or is threatened with, litigation with a sub-contractor or vendor as a result of such direction by the COUNTY, then the SUBRECIPIENT may request the United States to enter into such litigation to protect the interests of the United States. The COUNTY further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work.

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

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

(2) Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). If this Agreement involves payment for construction services in excess of \$2,000, then the SUBRECIPIENT must comply with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the

EXHIBIT A

Davis-Bacon Act, the SUBRECIPIENT is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the U.S. Secretary of Labor. In addition, the SUBRECIPIENT is required to pay wages not less than once a week. The COUNTY must provide SUBRECIPIENT with a copy of the current prevailing wage determination issued by the U.S. Department of Labor with respect to the services to be provided under the subject Agreement. The SUBRECIPIENT'S execution of the subject Agreement constitutes the SUBRECIPIENT'S acceptance of the wage determination. The COUNTY must report all suspected or reported violations to the Federal awarding agency.

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

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

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

(6) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended. If this Agreement involves payments for services in

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

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

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

(9) Procurement of recovered materials. Pursuant to 2 CFR § 200.322, COUNTY and SUBRECIPIENT must comply with section 6002 of the Federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

(a) Retention requirements for records. SUBRECIPIENT must retain all financial records, supporting documents, statistical records, and all other of its records pertinent to this Agreement for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the

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submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or COUNTY. The only exceptions to the 3 year limit are the following:

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

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

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

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

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

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

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

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

(b) Methods for collection, transmission and storage of information. In accordance with the May 2013 Executive Order on Making Open and Machine Readable the New Default for Government Information, the Federal awarding agency and the SUBRECIPIENT should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine readable formats rather than in closed formats or on paper. The Federal awarding agency or COUNTY must always provide or accept paper versions of Federal award-related information to and from the SUBRECIPIENT upon request. If paper copies are submitted, the Federal awarding agency or COUNTY must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and

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remain readable.

(c) Access to records.

(i) Records of SUBRECIPIENT. The Federal awarding agency, Inspectors General, the Comptroller General of the United States, the State of California, and the COUNTY,

or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the SUBRECIPIENT which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the SUBRECIPIENT'S personnel for the purpose of interview and discussion related to such documents.

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

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



CITY COUNCIL AGENDA – NOVEMBER 2, 2021

SUBJECT: Request for a 24-Month Map Extension for the Woodland Tentative Subdivision Map

SOURCE: Community Development

COMMENT: The Woodland Tentative Subdivision Map was approved by the City Council at its meeting on January 21, 2020, with the adoption of Resolution 03-2020. The location of the approved map is on the northwest corner of Indiana Avenue and Poplar ditch (APN 268-100-005). The applicant has submitted a request to extend the life of the Woodland Tentative Subdivision Map by an additional twenty-four (24) months. The subdivision map is currently set to expire on January 20, 2022. Section 66452.6(e) of the California Government Code, the Subdivision Map Act, allows the Council to grant extensions of time for tentative subdivision maps for a period or periods not exceeding a total of six years. As a component of the initial entitlement, the Council approved Resolution 02-2020, containing findings in support of approval of a Mitigated Negative Declaration for the thirty-two (32) lot tentative subdivision map.

The subject map meets the criteria under Section 66452.6(e) of the California Government Code, and the applicant has requested that the Council extend the expiration date of the Woodland Tentative Subdivision Map for an additional twenty-four (24) months. The tentative subdivision map was previously evaluated for environmental concerns and the Council approved Resolution 02-2020, therefore no further environmental review is required. Approval of the time extension will allow the applicant with an opportunity to keep the map active and be able to achieve the end goal of building out the subdivision.

RECOMMENDATION: That the City Council adopt the draft Resolution approving the extension of time for the Woodland Tentative Subdivision Map.

ATTACHMENTS:

1. Locator Map
2. Draft Resolution
3. Resolution 02-2020
4. Resolution 03-2020

Appropriated/Funded:

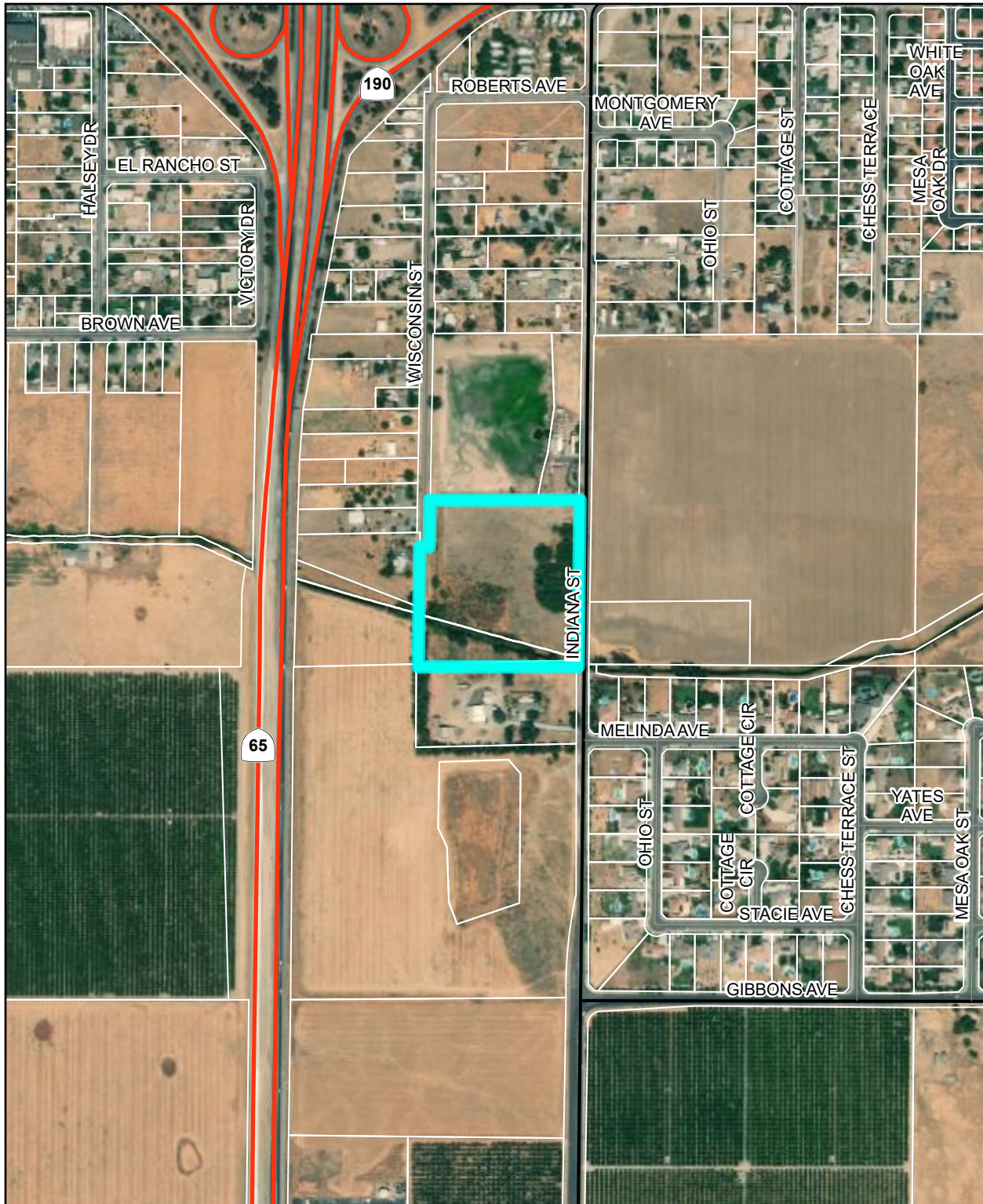
Review By:

Department Director:

Jason Ridenour, Community Development Director

Final Approver: John Lollis, City Manager

Locator Map PRC 2019-008



PRC 2019-008
TSM @
NWC of Indiana St
& Polar Ditch

 Project Location

1 inch = 600 feet



Date Printed: 05/13/2019 by the Community Development Department

RESOLUTION NO. ____-2021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
CONTAINING FINDINGS IN SUPPORT OF THE APPROVAL OF A 24 MONTH
EXTENSION OF TIME FOR WOODLAND TENTATIVE SUBDIVISION MAP
GENERALLY LOCATED ON THE WEST SIDE OF INDIANA STREET, NORTH OF THE
POPLAR DITCH

WHEREAS: On January 21, 2020 the City Council of the City of Porterville adopted a Mitigated Negative Declaration of environmental impact for the Woodland Tentative Subdivision map under Resolution 02-2020;

WHEREAS: On January 21, 2020, the City Council of the City of Porterville adopted a Tentative Subdivision Map for the Woodland Subdivision under Resolution 03-2020;

WHEREAS: Section 66452.6 (e) of the State Map Act allows the City Council to grant extension of time for tentative map (both subdivision and parcel maps) for a period not to exceed a total of six years;

NOW, THEREFORE, BE IT RESOLVED: That the Porterville City Council does hereby approve a 24 month extension of time for Woodland Tentative Subdivision Map and that the conditions specified in City Council Resolution 02-2020 and 03-2020 shall remain in full force and effect except where and update to General Plan and Development Code would result in changes. Said extension of time shall commence January 21, 2022, and shall expire on January 21, 2024.

PASSED, APPROVED AND ADOPTED this 2nd day of November, 2021.

By: _____
Adrian Monte Reyes, Mayor

ATTEST:
John D. Lollis, City Clerk

By: _____
Patrice Hildreth, Chief Deputy City Clerk

RESOLUTION NO. 02-2020

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PORTERVILLE CONTAINING FINDINGS IN SUPPORT OF APPROVAL
OF A
MITIGATED NEGATIVE DECLARATION OF ENVIRONMENTAL IMPACT FOR THE
PROPOSED WOODLAND TENTATIVE SUBDIVISION MAP (PRC 2019-008)**

WHEREAS: The City Council of the City of Porterville at its regularly scheduled meeting of January 21, 2020, conducted a public meeting to consider approval of a Mitigated Negative Declaration which evaluates the environmental impacts of a Tentative Subdivision Map, for the 9.59± acres located on the northwest corner of Indiana Avenue and Poplar Ditch (APN 268-100-005); and

WHEREAS: Tentative Subdivision Map (PRC 2019-008-S) proposes 32 single family residential parcels with lots ranging from 6,000 to 10,000 square feet parcels; and

WHEREAS: On December 18, 2019, the Environmental Coordinator made a preliminary determination that a Mitigated Negative Declaration would be appropriate for the Tentative Subdivision Map and subsequent development of the Woodland Tentative Subdivision Map (which had a working title of Tsai Subdivision) in a manner consistent with City codes and plans; and

WHEREAS: The proposed Project is consistent with the goal, policies and land use designation of the Porterville 2030 General Plan. The General Plan designates the site as Low Density Residential, and is supported by as supported by the RS-2 (Low Density Residential) zoning. The proposed subdivision will be developed within the density allowed by the General Plan.

WHEREAS: The City Council considered the following findings in its review of the environmental circumstances for this project:

1. That a Mitigated Negative Declaration was prepared in accordance with the California Environmental Quality Act.
2. The development of the Tentative Subdivision Map will not create adverse environmental impacts on biological resources or adjacent neighborhoods when mitigation measures are implemented and standards of the Development Ordinance and General Plan are applied to the subsequent development project.
3. That the City Council is the decision making body for the project.
4. On December 18, 2019, the Environmental Coordinator made a preliminary determination that a Mitigated Negative Declaration would be appropriate for the proposed project in light of the studies prepared and with implementation of defined mitigation measures related to Biological Resources, Cultural Resources, Greenhouse Gas Emissions, and Noise. The Initial Study and proposed Mitigation Measures have

been transmitted to interested agencies, groups, and individuals for a 30 day review period from December 21, 2019 through January 19, 2020. At the time of writing the staff report, no written comments were received.

5. That review of the environmental circumstances regarding this project indicates that no adverse impacts would occur to biological resources, cultural resources, greenhouse gas and noise when the mitigation measures are implemented and standards of the Development Ordinance and General Plan are applied. Mitigation measures to reduce impacts to less than significant were defined and have been incorporated in the Mitigation Monitoring Program which is attached as an exhibit to the Mitigated Negative Declaration (Exhibit A). In addition to these mitigation measures, any further mitigation measures recommended by a responsible or trustee agency shall be upheld at the expense of the applicant with the oversight of the City and said responsible or trustee agency.
6. That the environmental assessment and analysis prepared for this project supporting the Mitigation Negative Declaration reflects the independent judgment of the City of Porterville.
7. The developer/applicant shall comply with all mitigation measures adopted as a component of the approval of the Mitigated Negative Declaration for this project. The developer/applicant will be required to sign a document committing to comply with the adopted mitigation measures prior to any construction on the site.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Porterville does hereby approve the Mitigated Negative Declaration prepared for the Tentative Subdivision Map, and the subsequent development of the Woodland Subdivision in a manner consistent with City codes and plans, and that the mitigation measures defined in Exhibit A shall be implemented by the developer/applicant or his/her partners and successors with project implementation.

PASSED, APPROVED AND ADOPTED this 21st day of January, 2020.


Martha A. Flores, Mayor

ATTEST:
John D. Lollis, City Clerk

By: 
Patrice Hildreth, Chief Deputy City Clerk

MITIGATION MONITORING AND REPORTING PROGRAM

This Mitigation Monitoring and Reporting Program (MMRP) has been formulated based upon the findings of the Initial Study/Mitigated Negative Declaration (IS/MND) for the City of Porterville's Tsai Subdivision Project (proposed Project). The MMRP lists mitigation measures recommended in the IS/MND for the proposed Project and identifies monitoring and reporting requirements as well as conditions recommended by responsible agencies who commented on the project.

The first column of the Table identifies the mitigation measure. The second column, entitled "Party Responsible for Implementing Mitigation," names the party responsible for carrying out the required action. The third column, "Implementation Timing," identifies the time the mitigation measure should be initiated. The fourth column, "Party Responsible for Monitoring," names the party ultimately responsible for ensuring that the mitigation measure is implemented. The last column will be used by the City to ensure that individual mitigation measures have been monitored.

Mitigation Measure	Party responsible for Implementing Mitigation.	Implementation Timing	Party responsible for Monitoring	Verification (name/date)
<u>Swainson's Hawk</u> BIO-1: To the extent practicable, construction shall be scheduled to avoid the Swainson's hawk nesting season, which extends March through August. If it is not possible to schedule work between September and February, a qualified biologist shall conduct a survey for active Swainson's hawk nests within 0.5 miles of the Project site no more than 14 days prior to the start of construction. If an active nest is found within 0.5 miles, and the qualified biologist determines that Project activities would disrupt nesting, a construction-free buffer or limited operating period shall be implemented in consultation with CDFW.	Project Applicant	Prior to and during construction	Project Applicant / City of Porterville	
<u>American Badger</u> BIO-2: To protect American badger, a qualified biologist shall conduct a pre-construction survey in suitable land cover on and within 50 feet of the Project site no more than 14 days prior to the start of construction. If American badger activity (dens, digging, or direct observation) is detected, the qualified biologist shall establish an exclusion zone of 50 feet between any active dens and the work area. Exclusion fencing shall be installed around the work area to prevent American badgers from entering. If a 50-foot exclusion zone cannot be established, a site-				

Mitigation Measure	Party responsible for Implementing Mitigation	Implementation Timing	Party responsible for Monitoring	Verification (name/date)
specific plan to minimize the potential for Project activities to affect the survival or reproductive success of American badger shall be developed by the qualified biologist and implemented in consultation with CDFW. <u>Pallid Bat</u> BIO-3: To the extent practicable, construction shall be scheduled to avoid pallid bat pupping season, which extends from April through July. If it is not possible to schedule work between August and March, a qualified biologist shall conduct a survey for active pallid bat maternal colonies in large trees along Poplar Ditch no more than 14 days prior to the start of construction. If an active colony is found, and the qualified biologist determines that Project activities would disrupt breeding, a construction-free buffer or limited operating period shall be implemented in consultation with CDFW. <u>Migratory Birds</u> BIO-4: To the extent practicable, construction shall be scheduled to avoid the nesting season, which extends from February through August. If it is not possible to schedule construction between September and January, a pre-construction clearance survey for nesting birds shall be conducted by a qualified biologist to ensure that no				

Mitigation Measure	Party responsible for Implementing Mitigation	Implementation Timing	Party responsible for Monitoring	Verification (name/date)
active nests will be disturbed during the implementation of the Project. A pre-construction survey will be conducted no more than 14 days prior to the start of construction activities. During this survey, the qualified biologist shall inspect all potential nest substrates in and immediately adjacent to the impact areas, including within 250 feet in the case of raptor nests. If an active nest is found close enough to the construction area to be disturbed by these activities, the qualified biologist shall determine the extent of a construction-free buffer to be established around the nest. If work cannot proceed without disturbing the nesting birds, work may need to be halted or redirected to other areas until nesting and fledging are completed or the nest has failed for non-construction related reasons.				
CUL-1 - Before initiation of construction or ground-disturbing activities associated with the Project, the Project proponent for all Project phases shall require all construction personnel to be alerted to the possibility of buried cultural resources, including historic, archeological and paleontological resources; - The general contractor and its supervisory staff shall be responsible for monitoring the	Project Applicant	Prior to and during construction	Project Applicant	

Mitigation Measure	Party responsible for Implementing Mitigation	Implementation Timing	Party responsible for Monitoring	Verification (name/date)
construction Project for disturbance of cultural resources; and If a potentially significant historical, archaeological, or paleontological resource, such as structural features, unusual amounts of bone or shell, artifacts, human remains, or architectural remains or trash deposits are encountered during subsurface construction activities (i.e., trenching, grading), all construction activities within a 100-foot radius of the identified potential resource shall cease until a qualified archaeologist evaluates the item for its significance and records the item on the appropriate State Department of Parks and Recreation (DPR) forms. The archaeologist shall determine whether the item requires further study. If, after the qualified archaeologist conducts appropriate technical analyses, the item is determined to be significant under California Environmental Quality Act, the archaeologist shall recommend feasible mitigation measures, which may include avoidance, preservation in place or other appropriate measure, as outlined in Public Resources Code section 21083.2. The City				

Mitigation Measure	Party responsible for Implementing Mitigation	Implementation Timing	Party responsible for Monitoring	Verification (name/date)
of Porterville shall implement said measures.				
CUL-2 The Project applicant will incorporate into the construction contract(s) a provision that in the event a fossil or fossil formations are discovered during any subsurface construction activities for the proposed Project (i.e., trenching, grading), all excavations within 100 feet of the find shall be temporarily halted until the find is examined by a qualified paleontologist, in accordance with Society of Vertebrate Paleontology standards. The paleontologist shall notify the appropriate representative at the City of Porterville, who shall coordinate with the paleontologist as to any necessary investigation of the find. If the find is determined to be significant under CEQA, the City shall implement those measures, which may include avoidance, preservation in place, or other appropriate measures, as outlined in Public Resources Code section 21083.2.	Project Applicant	During construction	Project Applicant	
GHG-1 The project applicant shall demonstrate compliance with the applicable BPS strategies to the Planning Division prior to the issuance of a building permit. The following PBS strategies are considered to be	Project Applicant	During project design and construction	Project Applicant	

Mitigation Measure	Party responsible for Implementing Mitigation	Implementation Timing	Party responsible for Monitoring	Verification (name/date)
applicable, feasible, and effective in reducing greenhouse gas emissions generated by the project: - The project applicant shall provide a pedestrian access network that internally links all residential units and connects to the existing surrounding external streets and pedestrian facilities. - The project applicant shall ensure site design and building placement minimize barriers to pedestrian access and interconnectivity. Physical barriers such as wells, berms, landscaping, and slopes between residential uses that impede bicycle or pedestrian circulation shall be eliminated. In addition, barriers to pedestrian access of neighboring facilities and sites shall be minimized. - Any transit stops associated with the project shall be provided with safe and convenient bicycle/pedestrian access and provide essential transit stop improvements (i.e., shelters, route information, benches, and lighting). - The project applicant shall install energy efficient roofing materials. - The project applicant shall incorporate bike lanes and routes into the street system. - The project applicant shall plant trees to provide shade. - The project applicant shall install only natural gas or electric stoves in residences. The project applicant shall				

	Mitigation Measure	Party responsible for Implementing Mitigation	Implementation Timing	Party responsible for Monitoring	Verification (name/date)
	install energy efficient heating and cooling systems, appliances and equipment, and control systems.				
NO-1	During construction activities, delivery trucks serving the Project shall be limited to between 6:00 A.M. and 9:00 P.M. Monday through Friday and between 7:00 A.M. and 5:00 PM on Saturday or Sunday to avoid noise-sensitive hours of the day.	Project Applicant	During construction and operation	Project Applicant	
NO- 2	Construction activities shall be limited to between 6:00 A.M. and 9:00 P.M. Monday through Friday and between 7:00 A.M. and 5:00 PM on Saturday or Sunday to avoid noise-sensitive hours of the day. Construction activities shall be prohibited on holidays (President's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Day after Thanksgiving, Christmas Day, and New Year's Day).	Project Applicant	During construction and operation	Project Applicant	
NO-3	The Project Applicant shall require the construction contractor to ensure that construction equipment noise is minimized by muffling and shielding intakes and exhaust on construction equipment (in accordance with the manufacturer's specifications) and by shrouding or shielding impact tools.	Project Applicant	During construction	Project Applicant	

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

I, JOHN D. LOLLIS, the duly appointed City Clerk of the City of Porterville do hereby certify and declare that the foregoing is a full, true and correct copy of the resolution passed and adopted by the Council of the City of Porterville at a meeting of the Porterville City Council duly called and held on the 21st day of January, 2020.

Said resolution was duly passed, approved, 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

RESOLUTION NO. 03-2020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE CONTAINING FINDINGS IN SUPPORT OF APPROVAL FOR THE WOODLAND TENTATIVE SUBDIVISION MAP FOR THAT 9.59± ACRE VACANT SITE GENERALLY LOCATED ON THE WEST SIDE OF INDIANA STREET, NORTH OF THE POPLAR DITCH

WHEREAS: The City Council of the City of Porterville at its regularly scheduled meeting of January 21, 2020, conducted a public meeting to consider approval of a Mitigated Negative Declaration which evaluated the environmental impacts of a Tentative Subdivision Map, for the development of the Woodland Tentative Subdivision map ("Exhibit A"), proposing to develop a portion of a 9.59± acre parcel in southern Porterville, between Indiana and Wisconsin Streets, north of the Poplar Ditch. The Woodland Subdivision would subdivide the northern portion of Assessor Parcel Number 268-100-005, leaving the southerly 1.6± acres as an undeveloped remainder. The proposed 8± acre residential subdivision consists of 32 detached single-family residential lots, a 6,019± square foot pocket park, and internal streets. The project would also include improvements to both Wisconsin Street and Indiana Street along the frontages of the subject site; and

WHEREAS: The City Council, at its regular scheduled meeting of January 21, 2020, conducted a public hearing to consider the proposed Tentative Subdivision Map (PRC 2019-008-S) for 32 single family residential parcels. At the conclusion of the public hearing, the City Council adopted a resolution approving a Mitigated Negative Declaration for the proposed project; and

WHEREAS: The City Council received testimony from all interested parties relative to the proposed tentative subdivision map; and

WHEREAS: The City Council made the following findings:

1. That the proposed Project is consistent with the goal, policies and land use designation of the Porterville 2030 General Plan. The General Plan designates the site as Low Density Residential, and is supported by as supported by the RS-2 (Low Density Residential) zoning. The proposed subdivision will be developed within the density allowed by the General Plan.
2. That the site is physically suitable for the type and density of the proposed development. The vacant site is generally flat and has medium to coarse textured soils with a high water infiltration rate.
3. That the Mitigated Negative Declaration prepared for this project is in compliance with the California Environmental Quality Act indicating that such a project will not have an effect on the environment.
4. The Initial Study prepared for this project indicates that all potential impacts will be mitigated to less than significant levels. Through the implementation of the

mitigation measures contained in the Mitigation Monitoring Program, the result of impacts addressed will be less than significant.

5. That the proposed location of the project and the conditions under which it would be operated or maintained will not be detrimental to the public health, safety or welfare, or materially injurious to properties or improvements in the area. The General Plan designates the site for Low Density Residential. Conditions of approval are included to ensure adequate development standards are met.
6. The proposed project includes a pocket park to promote shared recreational opportunities within the neighborhood.
7. That the standards of population density, site area dimensions, site coverage, yard spaces, heights of structures, distance between structures, off-street parking facilities and landscaped areas will produce an environment of stable and desirable character consistent with the objectives of the Development Ordinance. The proposed project complies with all of the requirements of Series 400 Land Divisions, of the Porterville Development Ordinance.

NOW, THEREFORE, BE IT RESOLVED: That the City Council of the City of Porterville does hereby approve the Woodland Tentative Subdivision Map (PRC 2019-0008-S) subject to the following conditions:

1. The developer/applicant shall comply with Section 201.04(a) residential single-family development standards, Sections 405 and 407 regarding improvements and final map requirements, and all other applicable local, regional, state and federal regulations.
2. The pocket park identified as “Lot D”, as well as Lots A, B, C, E, and F, shall be improved and landscaped prior to dedication to the City of Porterville. The pocket park shall include amenities in addition to landscaping, including but not limited to at least one of the following: half basketball court improved with asphalt and installed hoop, playground installation, or outdoor/park fitness equipment.
3. Pursuant to Section 300.10 (e) of the Development Ordinance, a six foot high wall shall be provided on the interior lot lines where any non-residential use abuts a residential district or residential use. In this context, a wall would be required along the northerly property line separating the proposed subdivision from the adjacent storm drain basin.
4. The developer/applicant shall comply with Appendix J, “Grading” of the current California Building Code, including provision of a grading and drainage plan signed by a licensed civil engineer or architect. The developer/applicant shall comply with City Retaining Wall Standards (adopted by City Council January 3, 1989) at lot lines where such standards are applicable.
5. All new electrical, telephone, cable television, and similar distribution lines providing direct service to a development site shall be installed underground within the site.

6. Landscaping shall comply with Municipal Code Section 25 Article 1, Division 6 Water Conservation as well as Section 303 of the Development Code.
7. The subdivider shall be required to include:
 - a. **Subdivision Trees.** Subdivision trees and landscaping design shall be approved by the city and shall be planted at a time and in locations approved by the City Director of Parks and Leisure Services, all in general accord with the requirements of the Porterville Municipal Code.
 - At least one tree shall be planted on each residential lot. Five gallon trees shall be installed upon all lots abutting interior, local and collector streets, and fifteen gallon trees shall be planted upon parcels having frontage on arterial thoroughfares.
 - The subdivider shall be required to plant street trees at 35 feet on center along all Parkways identified in the General Plan within and/or bordering the subdivision.
 - b. **Parkway Trees.** Provide for the installation of parkway trees as required by the Director of Parks and Leisure Services in accordance with City standards pertaining to the type, size, spacing and placement of such trees; to the maintenance or extension of street tree themes when applicable; and, to the time of installation when it is determined it would be in the best interest of the City to postpone the placement of trees required pursuant to this section.
8. Prior to approval of the improvement plans, the developer/ applicant shall have completed and approved, landscaping and/or lighting improvement plans. The developer/applicant shall petition, on a form provided by the City, to have said subdivision placed in a Lighting and Landscape Maintenance District, Benefit Assessment District or similar district to include: (1) Lighting; (2) Recreational Open Space; (3) Common Public Landscaping along Indiana and Wisconsin Streets; (4) Public walls/fences, if any; (5) Drainage reservoir, if any; and (6) any other public improvement complying with Series 400, Section 407.03 (i) of the Development Ordinance. The developer/applicant shall submit a processing fee of \$375 with the executed petition form.
9. The developer/applicant shall prepare an Engineer's Report for the establishment of the assessments in order to provide for ongoing maintenance of the subdivision improvements to be included in the Lighting and Landscape Maintenance District. The Lighting and Landscape Maintenance District shall be established, or annexation into an existing District shall be concluded and landscape and lighting improvements shall be completed and accepted concurrently with the other improvements in the project.
10. Exclusive of assessments for a Lighting and Landscape Maintenance District, the developer/applicant shall pay all service fees and maintain all new lighting and landscape improvements in a safe and healthy manner for the greater of a minimum 90 day plant establishment period following acceptance of the subdivision improvements, or until assessment begins for the Lighting and Landscape Maintenance District.
11. Unless otherwise noted, the developer/applicant shall comply with the City Master Plans

and Standard Drawings, Standard Specifications for Public Works Construction (2018 Edition), and Standard Plans and Specifications (2018 Standards), except where they are in conflict with current access compliance regulations, the current California Building Code, the Tulare County Hazardous Waste Management Plan, the California Manual on Uniform Traffic Control Devices, the Porterville Circulation Element, and the Tulare County Congestion Management Program.

12. The developer/applicant shall pay all applicable fees in accordance with the Municipal Code and State law, prior to approval of the final map by City Council. Fees are subject to change annually. The developer/applicant is hereby notified of the right to pay fees, dedications, reservations or other exactions, under protest, pursuant to Government Code section 66020(a). The developer/applicant has 90 days from the date fees are paid to file a written protest.
13. The developer/applicant shall comply with Ordinance N. 1636 regarding Waste Water Discharge requirements, and shall complete and submit the following:
 - a. Wastewater Discharge Permit Application, Part "A"; and
 - b. If monitoring is required, based on the responses to questions in Part "A" of the Wastewater Discharge Permit, then the developer/applicant shall complete and submit the remainder of the application along with the Permit Fee, and provide monitoring facilities to allow inspection, sampling, and flow measurement of the flows in the sewer and drainage system.
14. The developer/applicant shall dedicate right-of-way adequate for a street width that matches the ultimate width in the adopted Land Use and Circulation Element and/or the width established by City Council along Indiana and Wisconsin Streets. The developer/applicant shall dedicate and completely improve the proposed internal subdivision streets.
15. The developer/applicant shall provide and show all required utility easements on the Final Map. An easement shall be provided for a pipeline from the Poplar Ditch for recharge on the west property line of the subdivision.
16. The developer/applicant shall dedicate a one foot limitation of access strip at locations where, in the opinion of the City Engineer, it is undesirable to allow access.
17. The developer/applicant shall cause all unnecessary easements to be vacated prior to or in conjunction with the Final Map processing.
18. The developer/applicant shall comply with Chapter 7, Article XIII of the City Code and Chapter 18 and Appendix J of the California Building Code and provide a Preliminary Soils Report (C.C. Sec. 7-126 & Res. 4997) including results of "R-Value" tests and recommendations regarding construction of public improvements that address City Standard C-13, satisfactory to the City Engineer, prior to the approval of the improvement

plans or start of grading, whichever comes first. Additional reporting requirements are as indicated below:

- a. Final Grading, Drainage and Soils Report, prior to issuance of building permits (C.C. Sec. 7-133);
 - b. Erosion Control Plan in conformance with the California Storm Water Best Management Practice Handbook for Construction Activity, prior to start of grading (CBC Appendix J). The provisions of the approved Erosion Control Plan shall be incorporated into the Improvement Plans;
 - c. Soils Report(s) in accordance with Chapter 18 and Appendix J of the California Building Code. The Soils Report shall include R-Value testing, expansion indexes, etc. where required for the construction of public improvements.
19. The developer/applicant shall comply with the City Flood Damage Prevention Ordinance No. 1777 in all areas of special flood hazards (i.e., Zones A, AE, AH, AO, AR or A99) and the requirements of the Central Valley Flood Protection Board, where applicable. A preliminary elevation certificate shall be provided to the City prior for review prior to the foundation forms inspection being scheduled. A final elevation certificate shall be provided to the City prior to the final inspection (or any type of occupancy inspection) is scheduled.
 20. In accordance with Section 407.02(g) of the Development Ordinance, the developer/applicant shall enter into an agreement that provides for completion of improvements within twelve (12) months of the Final Map acceptance.
 21. Prior to start of grading on any unit, the developer/applicant shall abandon and cap existing wells that are no longer in service. Prior to approval of the improvement plans, the developer/applicant shall obtain an abandonment permit from the County Department of Environmental Health. Prior to acceptance of improvements, the developer/applicant shall provide the City Engineer with proof of completion in compliance with County regulations. Developer/applicant shall comply with City standard for “backflow” prevention pursuant to Resolution No. 9615 for all wells that will remain in service. Wells that will remain in service for irrigating undeveloped phases, if the development is phased, shall be designated so on the Tentative Subdivision Map.
 22. The developer/applicant shall comply with City Standard for “backflow” prevention pursuant to Resolution No. 9615 (1981). A double backflow preventer is required off the water main and is to be located in an above ground enclosure. A double check detector assembly is required for the fire service line and shall be screened or placed in an underground vault.
 23. The developer/applicant is hereby notified that the installation of an additional water meter, servicing the irrigation system, is required for monitoring actual water usage if the landscape area is 1000 square feet or more. The City will require payment of impact fees based on estimated usage and will monitor actual water usage for one year. The City will bill/credit the owner the difference between the estimated impact fees paid and the actual water usage.

24. The developer/applicant shall design on-site water systems meeting the requirements of the current California Plumbing and Fire Codes. It shall be noted that the City water system complies with Title 22 of the California Administrative Code and any assurance to effectively provide water pressure for multi-story buildings is the sole responsibility of the owner/builder.
25. The developer/applicant shall submit design master plans consisting of combined grading & drainage and sewer & water utilities to ensure the proper functioning and/or phasing of the development. The developer/applicant shall construct drainage facilities as required to serve the property (Ord. No. 1306). A minimum amount of runoff must be contained onsite per the State's MS4 requirements. Drainage calculations must be submitted to verify that onsite drainage area/s will capture necessary runoff. The parking lot/site shall be designed to convey water to the City drainage system without crossing driveways. The developer/applicant is required to install a sidewalk channel drain at the low side of the driveway, where applicable.
26. For residential development, the developer/applicant is hereby notified that the installation of an additional water meter, servicing the irrigation system, is required for monitoring actual water usage if the landscape area is 5,000 square feet or more. The City will require payment of impact fees based on estimated usage and will monitor actual water usage for one year.
27. The developer/applicant shall replace or provide surety for replacement of irrigation pipes in the right-of-way, if, in the opinion of the City Engineer, replacement is warranted. The developer/applicant shall provide easements for irrigation pipes across lots created, if pipes are to remain active. The developer/applicant shall also cure leaks in any irrigation pipe that will continue in use.
28. Prior to recording the final subdivision map, the developer/applicant shall provide improvements by the method indicated below:
 - a. Pursuant to Section 66411.1(b) of the Government Code, the developer applicant shall construct curbs, gutters, sidewalks, curb returns per City Standards, sewer laterals, water services, fire hydrant relocation, street lights, connecting pavement along the full frontage of the proposed land division parcels. Additional improvements include a functional drainage system, connection of existing house to City's sewer system, abandonment of existing septic system(s), well abandonment (if any and not in compliance with the City's Backflow Ordinance), curing of leaks in irrigation lines (if any), and other improvements necessary for public health and safety, except where they exist to Federal, State and City standards and are in good condition in the opinion of the City Engineer.
29. Prior to approval of the final map the developer/applicant shall provide public improvement plans prepared by a Civil Engineer that include specific on-site grading details and specifications for City approval.

30. The developer/applicant shall coordinate with the U.S. Postal Service regarding the kind of mail facilities that will be utilized. If neighborhood box units (NBUs) are to be used, construct sidewalks in a timely manner to facilitate NBU installation.
31. The developer/applicant shall obtain a City demolition permit prior to approval of the improvement plans and, under City inspection, remove all existing, abandoned, and unnecessary items, to the satisfaction of the City Engineer, prior to acceptance of the improvements (e.g. buildings, foundations, septic tanks, irrigation pipes, etc.).
32. The developer/applicant shall assure compliance with applicable San Joaquin Valley Air Pollution Control District Rules (e.g., Numbers 8010, 8020, and 8030), regarding fugitive dust, as well as Section 7-8, Project Site Maintenance of the Standard Specifications. The developer/applicant shall provide a street sweeper as necessary to comply. During grading operations, the "Supervising Civil Engineer" shall be responsible for enforcing the dust control provisions of Section 7-8 or the developer/applicant shall pay inspection fees on the grading cost to compensate the City for dust control inspection. The improvement plans shall show a designated washout area for concrete trucks, and a sign designating it as such. The developer/applicant shall remove and properly dispose of waste concrete deposited in this area.
33. The developer/applicant shall construct or provide surety for construction of curb, gutter, sidewalk, water, sewer, street paving to the center of the street (if necessary), etc. along the full frontage of all proposed subdivision lots, except where they exist to City standards and are in good condition in the opinion of the City Engineer.
34. The developer/applicant shall stub improvements to the property line if, in the opinion of the City Engineer, they will be needed for connection to development on the adjacent property.
35. Building or foundation permits shall not be issued until all of the following items are accepted as complete:
 - a. The storm drain system is functional so that it will accept water from fire hydrant and/or water main flushing;
 - b. The water system, is functional from the source of water past the lots on which permits are being requested (i.e. all services and the sampling station, if required, are installed, valves are functional and accessible, bacteria testing is completed, etc.);
 - c. Street base rock for accessibility by the public safety officials and building inspectors;
 - d. Lots are graded in accordance with the approved grading plan. Prior to receipt of the Final Grading, Drainage and Soils Report a letter from the "Supervising Civil Engineer" is required validating that the grading has been done in accordance with the approved grading plan and in accordance with the recommends contained in the Preliminary Soils Report;
 - e. The sewer system is completed, tested, and accepted by the City prior to residential occupancy of any house in the subdivision;

- f. Lot corners are marked; and
 - g. Fire hydrants are accepted by the Fire Department and the Engineering Division.
36. The developer/applicant shall construct all drainage facilities that the City Engineer determines are necessary to comply with the intent of the Storm Drain Master Plan. Dedicate a drainage easement across each lot requiring an easement, unless all lots are graded to drain to the street (C.C. Sec. 21-50). The developer/applicant shall construct concrete drainage swales, approved by the City Engineer, if necessary, to transport storm water across adjacent subdivision lots to reach a City drainage system.
37. The developer/applicant is advised that he is obligated to comply with the National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000002 for discharge of Storm Water Associated with construction activity will be required (except operations that result in disturbance of less than one acres of total land area and which are not a part of a larger common plan of development or sale). Before construction begins, the proponent must submit a Notice of Intent (NOI) to comply with the permit, a site map, and appropriate fee to the State Water Resources Control Board (SWRCB). The proponent must also prepare a Storm Water Pollution Prevention Plan (SWPPP) for the entire project before construction begins. The SWPPP must contain at a minimum all items listed in Section A of the permit, including descriptions of measures to be taken to prevent or eliminate unauthorized non-storm water discharges and both temporary (e.g., fiber rolls, silt fences, etc.) and permanent (e.g., vegetated swales, detention basins, etc.) best management practices that will be implemented to prevent pollutants from discharging with storm water into water of the United States. If portions of the project area are to be sold off before the entire project is completed, the proponent must submit to the California Regional Water Quality Control Board a change of information form identifying the new owners along with a revised site map clearly depicting those portions that were sold and those that are remaining. The proponent is also responsible for informing each new owner of their responsibility to submit their own NOI, site map, and appropriate fee to the SWRCB and to prepare their own SWPPP.
38. The developer/applicant shall construct street improvements that comply with the intention of the adopted Development Ordinance and per the attached details. The right of way width shall be fifty-six (56) feet wide with a parkway between the back of curb and sidewalk. Dry public utilities shall be located within an easement outside of the public right of way. Indiana Street is designated as an arterial; due to existing configuration south of Gibbons, the right of way width shall be sixty-four (64) feet from curb-to-curb plus a sixteen (16) foot public improvements (8 foot parkway, 8 foot sidewalk, and 10 foot landscape easement. Connection to Wisconsin Street is required.
39. The developer/applicant shall provide street striping and flexible delineators at road alignment transitions and where directed by the City Engineer, as necessary to provide safe vehicular movements.
40. The developer/applicant shall cause all regulatory and street name signs to be installed prior to occupancy of any house located where its occupants will utilize a street that does not have them.

41. The developer/applicant shall construct two City standard barricades at the end of all dead end streets.
42. To accommodate refuse vehicles and street sweepers, the developer/applicant shall dedicate and improve, to City standards, temporary turnarounds at the ends of dead-end streets. A raised curb or barrier shall be placed around the perimeter of the temporary turnaround.
43. The developer/applicant shall cause the sewer system to be completed, tested, and accepted by the City prior to residential occupancy of any house in the subdivision.
44. The developer/applicant shall move existing utility structures (For example, poles, splice boxes, vaults, etc.) to a position that provides a minimum of four feet (4') of clear space in the sidewalk area and a minimum of two feet (2') of clear space from the curb face to the structure, unless they are below grade (Title 24 DSA) or provide surety in lieu of.
45. Prior to acceptance of improvements, the developer/applicant shall provide 3000K LED streetlights on Marbelite poles along Indiana and Wisconsin Streets along the perimeter of the subdivision, and on local streets within the subdivision, all in compliance with Southern California Edison Company specifications as approved by the City Engineer. Spacing between streetlights shall not exceed 160 feet and shall be staggered. Wood poles are expressly prohibited without prior written approval of the City Engineer.
46. The developer/applicant shall:
 - a. Construct all water facilities that the City Engineer determines are necessary to comply with the intent of the Water Master Plan.
 - b. Construct the water system in a maximum of two sections for each phase of the subdivision. One section for the model homes and one section for the remainder of the phase. The number of model homes shall not exceed one for each 10 lots in the subdivision or four, whichever is greater. The model homes shall be clustered.
 - c. Design a water system that will provide a fire flow at each fire hydrant of 1,000 g.p.m. with 20 p.s.i. residual pressure for a dwelling less than 3,600 square feet and 1,500 g.p.m. with 20 p.s.i. residual pressure for a dwelling unit greater than 3,600 square feet.
47. The developer/applicant shall comply with the City Flood Damage Prevention Ordinance No. 1777, and the requirements of the State Reclamation Board where applicable. In all areas of special flood hazards (i.e., Zones A, AE, AH, AR, A99, V and VE), the following conditions are required:
 - a. All preliminary subdivision proposals shall identify the flood hazard area and the elevation of the base flood;
 - b. All final subdivision plans shall provide the elevation of proposed structures and

pads. If the site has to be filled to be above the base flood, a registered professional engineer or surveyor shall certify the final pad elevation and said certification shall be provided to the local administrator in the form of an elevation certificate.

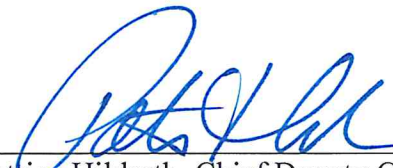
48. The developer/applicant is hereby notified that reimbursement for Master Plan facilities is made when funds are available and is contingent upon the work being done by the approved low bidder of at least two bona fide bidders. The bids must be approved by the City prior to construction and reimbursement requests shall be processed in accordance with Section 407.02 (j) of the Development Ordinance.
49. The developer/applicant shall submit three complete sets of plans, signed by a licensed Architect or Engineer, including two sets of energy calculations and structural calculations.
50. Plan submittals shall comply with all current applicable Codes.
51. The developer/applicant shall provide soil compaction test(s) as required by the applicable building code sections.
52. The developer/applicant shall pay all fees according to the Municipal Code and State Law. The developer/applicant shall pay School Development fees and all other City fees at the timetable determined by current City Ordinance. The developer/applicant shall make payment of the required plan check fees at the time of building permit plan submittal.
53. Compliance forms and worksheets are required to be included on all plan submittals as per California Green Code.
54. All construction offices, storage containers, etc. planned and/or intended for temporary use during construction must receive approval from the Chief Building Official through a separate permit process prior to their installation and/or placement on the property and must be removed from the jobsite prior to final occupancy being requested and/or approved.
55. No deferred items. Plans submitted with deferred items will automatically be rejected and are not guaranteed a complete plan review prior to said rejection.
56. The City will test and maintain all fire hydrants in the City whether on private property or not. An "easement" is required from the owner. Fire hydrant spacing within Residential development shall be one hydrant installed at 500-foot interval or as required by Appendix C California Fire Code.
57. The developer/applicant shall construct a pedestrian path of travel from the City sidewalk to onsite walks in a manner that is compliant with current accessibility standards.

58. The developer/applicant shall comply with driveway vehicular sight distance requirements per Section 300.16 of the Development Ordinance and driveway separation from property line per City standards.
59. The developer/applicant shall assure compliance with Section 7-8, Work Site Maintenance of the Standard Specifications. Applicable requirements from both San Joaquin Valley Air Pollution Control District Regulation VIII, Fugitive PM10 Prohibitions and the California Green Code Standards must also be met. During grading operations the "Supervising Civil Engineer" shall be responsible for enforcing the dust control provisions of Section 7-8 or the developer/applicant shall pay inspection fees on the grading cost to compensate the City for dust control inspection.
60. The developer/applicant shall not allow onsite runoff or debris outside of the limits of the property during construction. Applicable best management practices (BMPs) shall be implemented to protect the City's drainage system and inhibit vehicle track-out onto City streets. The improvement plans shall show the location of BMPs and areas designated for erosion and waste control. The developer/applicant shall remove and properly dispose of waste and spills deposited in the project area.
61. The developer/applicant shall comply with all mitigation measures adopted as a component of the approval of the Mitigated Negative Declaration for this project. Prior to recording the final map, the developer/applicant shall submit a signed document committing to comply with the adopted mitigation measures.

PASSED, APPROVED AND ADOPTED this 21st day of January, 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 21st day of January, 2020.

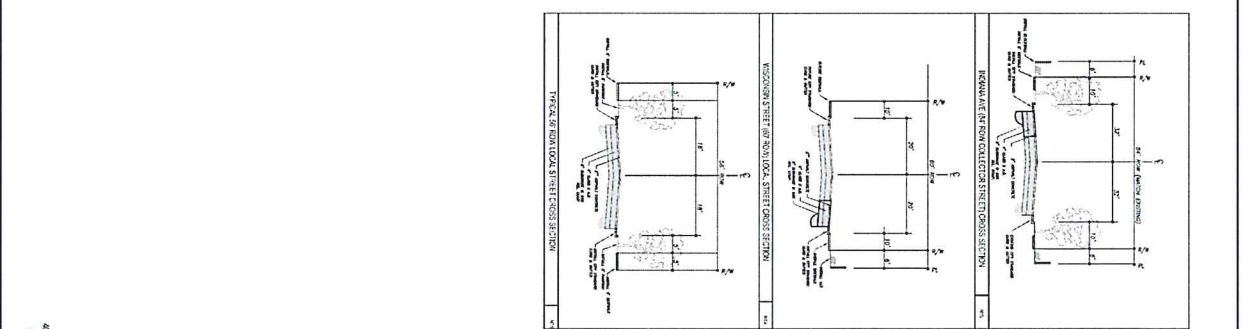
Said resolution was duly passed, approved, and adopted by the following vote:

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

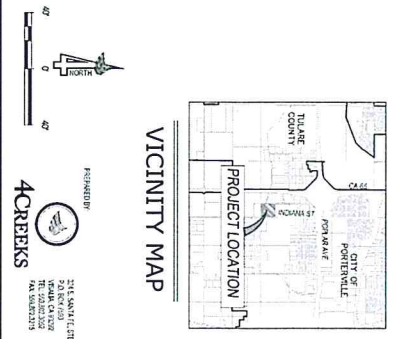


DECEMBER 18, 2019

WOODLAND TENTATIVE SUBDIVISION MAP

LEGEND

APN:	268-108-005
ACREAGE:	9.52 AC
FLOOD ZONE:	RAI, X, Y
DESIGN DISTRICT:	DESIGN DISTRICT
WATER:	SOUTHERN CALIFORNIA EDISON
SEWER:	CITY OF PORTERVILLE
STORM:	CITY OF PORTERVILLE
RETIRED:	CITY OF PORTERVILLE
NATURAL GAS:	SOUTHERN CALIFORNIA GAS
EXISTING USE:	AG, AG RESIDENTIAL
PROPOSED USE:	LOW DENSITY RESIDENTIAL
SINGLE FAMILY RESIDENTIAL LOTS:	32 LOTS
NET AC:	9.52
NET AC (GROSS):	3.30
DENSITY (NET):	6.00 DUA
LANDSCAPE & LIGHTING DISTRICT:	7.70 SF
LOT A:	2,789 SF
LOT B:	1,429 SF
LOT C (POCKET PARK):	6,000 SF
LOT D:	2,789 SF
LOT E:	2,789 SF
TOTAL:	14,544 SF
PARK:	13,329 SF REQUIRED 6,000 SF PROVIDED 7,329 SF RIDE/FEES
UTILITIES:	INDIANA ST (117) & WISCONSIN ST (87)
WATER:	INDIANA ST (117)
SEWER:	INDIANA ST (487)
STORM:	





CITY COUNCIL AGENDA – NOVEMBER 2, 2021

SUBJECT: Financial Status Reports

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 requirements and parameters in the presentation of the reports.

In accordance with Council Minute Order No. 10-011607, the financial status reports for the quarter ending September 30, 2021, are submitted.

RECOMMENDATION: That the City Council accept the Financial Status Reports as presented.

ATTACHMENTS: 1. Quarterly Financial Status Reports as of September 30, 2021

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 QUARTERS ENDED
SEPTEMBER 30, 2021 AND SEPTEMBER 30, 2020**

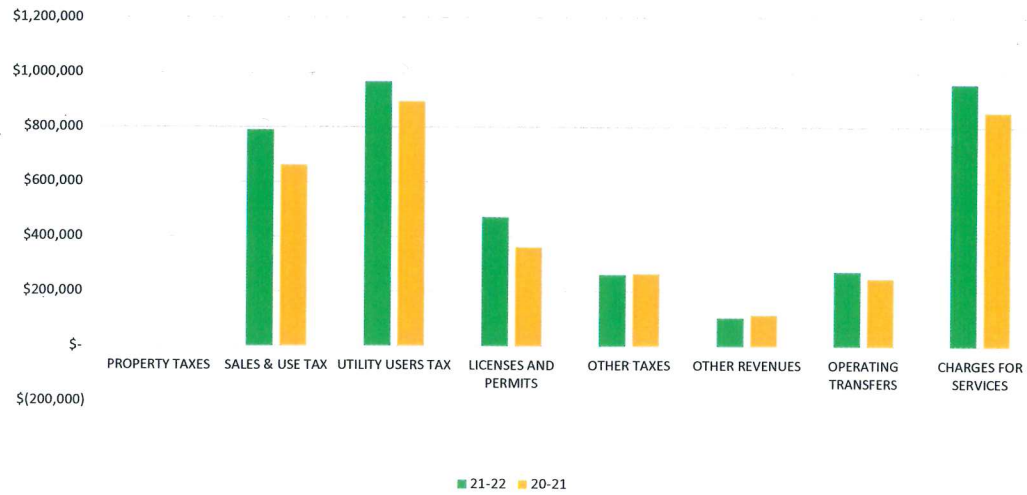
REVENUE SOURCE	2021-2022 ESTIMATED REVENUE	2021-2022 YEAR-TO-DATE REVENUE	% OF ESTIMATE	2020-2021 ESTIMATED REVENUE	2020-2021 YEAR-TO-DATE REVENUE	% OF ESTIMATE
PROPERTY TAXES	\$ 8,083,000	\$ (2)	0.00%	\$ 7,697,000	\$ -	
OTHER TAXES:						
SALES AND USE TAX	6,771,812	749,270	11.06%	5,500,000	617,747	11.23%
UTILITY USERS TAX	4,000,000	967,473	24.19%	3,700,000	896,058	24.22%
TRANSIENT OCCUPANCY TAX	575,000	-		400,000	-	
PROPERTY TRANSFER TAX	105,000	12,233	11.65%	97,000	14,093	14.53%
FRANCHISE TAX	1,651,134	250,291	15.16%	1,631,134	251,450	15.42%
SALES TAX - PUBLIC SAFETY	260,000	41,268	15.87%	260,000	45,075	17.34%
LICENSES AND PERMITS:						
BUSINESS AND OTHER LICENSES	437,100	227,569	52.06%	414,300	175,193	42.29%
CONSTRUCTION PERMITS	620,000	243,783	39.32%	575,000	187,243	32.56%
REVENUE FROM AGENCIES-TAXES:						
VEHICLE LICENSE FEES	43,000	-		48,000	-	
SALES TAX, MEASURE R	100,000	-		100,000	-	
OTHER TAXES	24,000	-		24,000	-	
REVENUE FROM AGENCIES-GRANTS	155,000	-		287,514	-	
USE OF MONEY AND PROPERTY	397,414	87,923	22.12%	382,000	97,826	25.61%
FINES AND FORFEITURES	22,200	4,194	18.89%	26,200	3,126	11.93%
CHARGES FOR SERVICES:						
PLANNING AND ENGINEERING	123,500	23,675	19.17%	160,000	68,540	42.84%
POLICE	363,000	28,441	7.84%	411,000	30,353	7.39%
FIRE	26,500	117,464	443.26%	59,000	22,490	38.12%
LIBRARY	10,000	34	0.34%	10,000	10	0.10%
RECREATIONAL	1,931,000	58,364	3.02%	2,540,300	18,968	0.75%
INTERDEPARTMENTAL	2,400,000	712,594	29.69%	2,350,000	706,822	30.08%
OTHER	21,590	18,117	83.92%	34,090	9,309	27.31%
OTHER REVENUES	59,000	13,924	23.60%	85,500	15,146	17.71%
SUBTOTALS	\$ 28,179,250	\$ 3,556,615	12.62%	\$ 26,792,038	\$ 3,159,450	11.79%
OPERATING TRANSFERS	1,254,945	144,489	11.51%	1,213,558	178,486	14.71%
DEBT SERVICE TRANSFERS	244,828	64,752	26.45%	223,889	70,886	31.66%
TOTALS	\$ 29,679,023	\$ 3,765,857	12.69%	\$ 28,229,485	\$ 3,408,822	12.08%

INSURANCE PROCEEDS - LIBRARY (RESTRICTED)

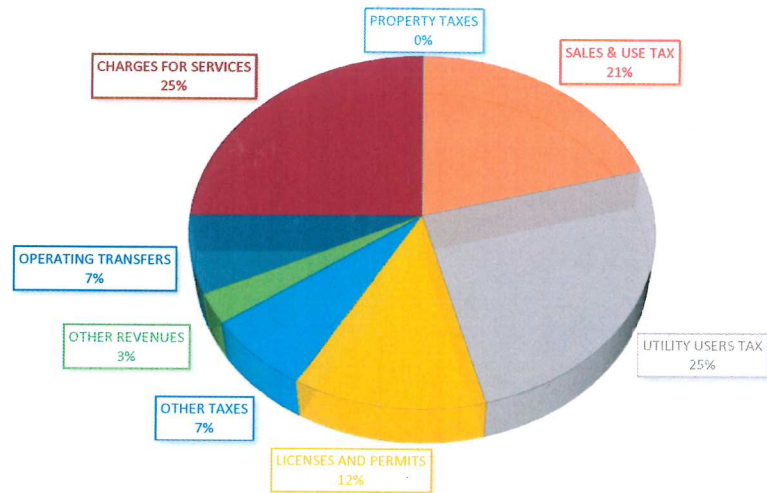
\$ -

4,853,082

City of Porterville
General Fund Revenues
Quarters Ended September 30, 2021 and September 30, 2020



City of Porterville
General Fund Revenues
Quarter Ended September 30, 2021

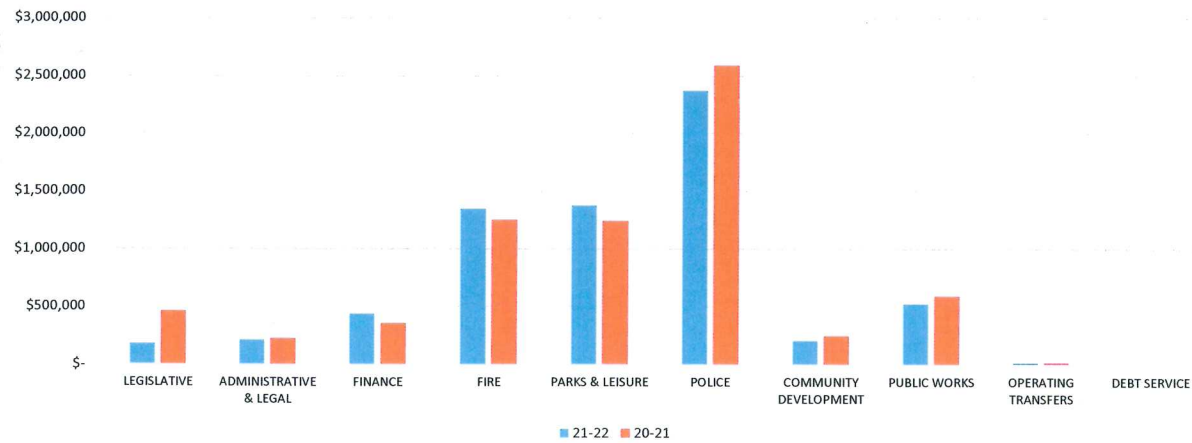


CITY OF PORTERVILLE

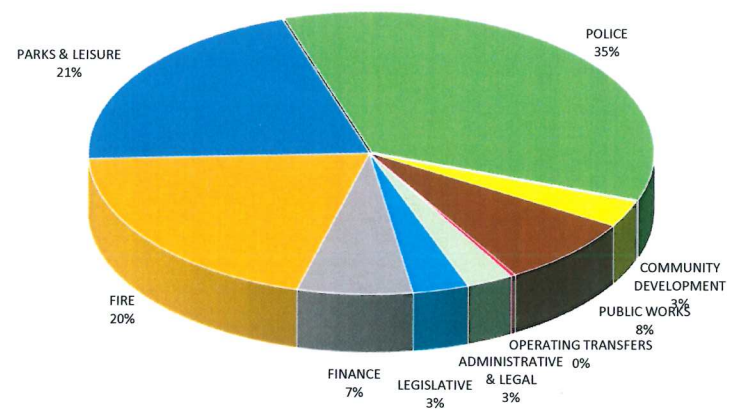
**EXPENDITURE STATUS REPORT - GENERAL FUND
FOR THE QUARTERS ENDED
SEPTEMBER 30, 2021 AND SEPTEMBER 30, 2020**

	2021-2022 AMENDED APPROP	2021-2022 YEAR-TO-DATE EXPEND	% OF APPROP	2020-2021 AMENDED APPROP	2020-2021 YEAR-TO-DATE EXPEND	% OF APPROP
LEGISLATIVE:						
CITY COUNCIL	\$ 417,917	\$ 11,734	2.8%	\$ 222,917	\$ 5,236	2.3%
COMMUNITY PROMOTION	269,920	70,140	26.0%	268,955	40,807	15.2%
EMERGENCY - LIBRARY	580,000	84,242	-	-	251,408	-
EMERGENCY - COVID 19	-	13,010	-	-	163,605	-
ADMINISTRATIVE & LEGAL:						
CITY MANAGER	338,118	82,415	24.4%	327,263	76,769	23.5%
CITY CLERK	230,830	45,725	19.8%	270,708	47,940	17.7%
HUMAN RESOURCES	308,868	56,271	18.2%	292,017	77,179	26.4%
CITY ATTORNEY	225,000	27,227	12.1%	225,000	22,613	10.1%
FINANCE:						
FINANCE & ACCOUNTING	957,538	220,537	23.0%	887,389	174,255	19.6%
INFORMATION SERVICES	523,625	144,912	27.7%	505,518	112,362	22.2%
ADMINISTRATIVE SERVICES	337,510	73,781	21.9%	334,828	70,857	21.2%
POLICE PROTECTION	11,023,315	2,371,020	21.5%	11,167,031	2,591,409	23.2%
FIRE PROTECTION	4,078,865	1,347,502	33.0%	4,337,124	1,251,161	28.8%
COMMUNITY DEVELOPMENT:						
PLANNING & ZONING	685,514	130,039	19.0%	752,232	155,774	20.7%
ECONOMIC DEVELOPMENT	397,139	74,693	18.8%	489,407	91,186	18.6%
PUBLIC WORKS:						
ENGINEERING & BUILDING	1,553,852	336,131	21.6%	1,398,365	336,658	24.1%
STREET MAINTENANCE	517,194	82,298	15.9%	488,720	86,924	17.8%
SIGNALS, SIGNING & STRIPING	319,000	30,387	9.5%	344,010	54,229	15.8%
STREET LIGHTING	537,552	52,394	9.7%	513,563	88,803	17.3%
STORM DRAINS	90,343	17,076	18.9%	87,977	13,772	15.7%
PARKING LOTS	64,552	6,509	10.1%	58,398	11,320	19.4%
PARKS & LEISURE:						
PARK MAINTENANCE & OPERATION	2,472,875	566,348	22.9%	2,540,373	510,271	20.1%
STREET TREES & PARKWAYS	251,710	50,573	20.1%	237,893	48,667	20.5%
COMMUNITY CENTERS	100,000	(1,838)	-1.8%	131,425	5,788	4.4%
LEISURE SERVICES	349,023	89,889	25.8%	318,032	83,480	26.2%
LEISURE SERVICES - SPECIAL PROG	2,933,915	441,393	15.0%	2,488,308	354,869	14.3%
SWIMMING POOL	173,950	94,061	54.1%	166,325	67,301	40.5%
LIBRARY OPERATIONS	811,451	132,844	16.4%	869,013	167,484	19.3%
SPECIAL PROJECTS	24,775	4,119	16.6%	24,855	4,580	18.4%
 SUB TOTALS	 30,574,351	 6,655,431	 21.8%	 29,747,646	 6,966,705	 23.4%
 OPERATING TRANSFERS	 79,000	 17,250	 21.8%	 79,000	 17,250	 21.8%
DEBT SERVICE	1,634,345	-		1,674,185	-	
	<u>\$ 32,287,696</u>	<u>\$ 6,672,681</u>	20.7%	<u>\$ 31,500,831</u>	<u>\$ 6,983,955</u>	22.2%

City of Porterville
General Fund Expenditures
Quarters Ended September 30, 2021 and September 30, 2020



City of Porterville
General Fund Expenditures
Quarter Ended September 30, 2021

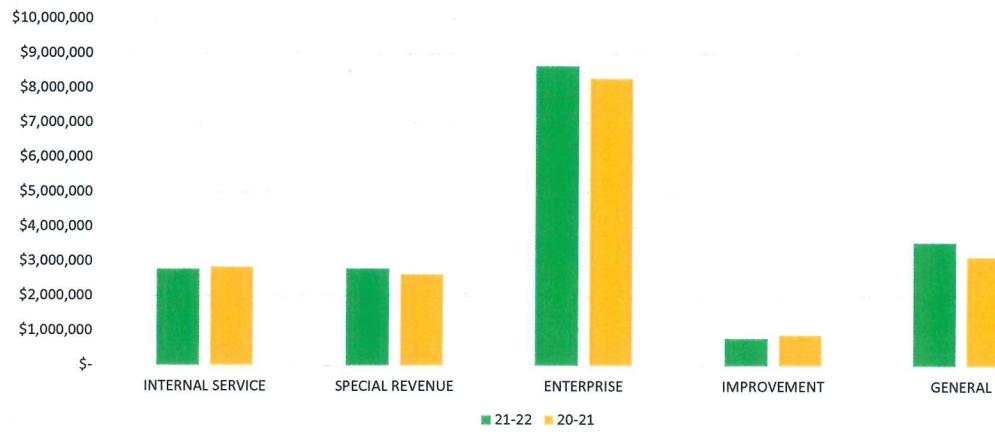


CITY OF PORTERVILLE

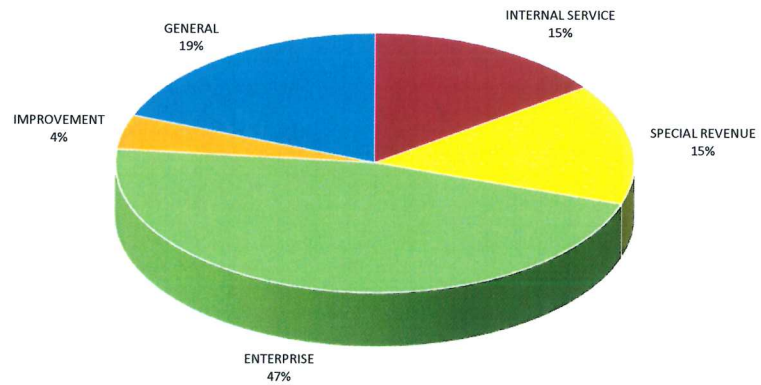
REVENUE STATUS REPORT - ALL OTHER FUNDS
FOR THE QUARTERS ENDED
SEPTEMBER 30, 2021 AND SEPTEMBER 30, 2020

REVENUE SOURCE	2021-2022 ESTIMATED REVENUE	2021-2022 YEAR-TO-DATE REVENUE	% OF ESTIMATE	2020-2021 ESTIMATED REVENUE	2020-2021 YEAR-TO-DATE REVENUE	% OF ESTIMATE
MEASURE H SALES TAX	\$ 4,434,052	\$ 453,297	10.2%	\$ 3,606,000	\$ 358,757	9.9%
MEASURE I SALES TAX	8,923,104	914,755	10.3%	7,032,000	727,591	10.3%
AMERICAN RESCUE PLAN ACT	-	598,820		-	-	
SPECIAL GAS TAX	4,218,347	1,059,812	25.1%	3,874,813	1,113,106	28.7%
LOCAL TRANSPORTATION FUNDS (LTF)	17,022,488	173,665	1.0%	12,443,621	263,722	2.1%
TRAFFIC SAFETY FUND	100,200	9,798	9.8%	100,400	12,261	12.2%
ZALUD ESTATE	5,850	1,381	23.6%	4,000	131	3.3%
COMMUNITY DEVELOPMENT BLOCK GRANT	2,022,126	1,966	0.1%	1,350,718	13,527	1.0%
TRANSIT	12,083,531	235,097	1.9%	13,190,646	54,386	0.4%
SPECIAL SAFETY GRANTS	299,784	284	0.1%	221,401	364	0.2%
SEWER OPERATING	7,141,345	1,713,380	24.0%	7,146,596	1,671,671	23.4%
REFUSE REMOVAL	6,150,866	1,565,818	25.5%	6,146,000	1,486,662	24.2%
AIRPORT OPERATIONS	1,533,553	1,129,984	73.7%	1,270,907	910,229	71.6%
GOLF COURSE	193,800	60,698	31.3%	165,800	61,902	37.3%
WATER OPERATING	12,985,280	3,943,634	30.4%	12,485,233	4,117,960	33.0%
RISK MANAGEMENT	7,445,716	1,924,634	25.8%	7,222,716	1,828,446	25.3%
EQUIPMENT MAINTENANCE	3,701,260	859,548	23.2%	3,788,000	1,019,034	26.9%
LANDSCAPE MAINTENANCE DISTRICT	154,753	-		154,753	-	
WATER REPLACEMENT	14,466,321	253,241	1.8%	19,096,720	261,428	1.4%
SOLID WASTE RESERVE	923,442	220,987	23.9%	1,741,522	229,311	13.2%
SEWER REVOLVING	540,221	109,147	20.2%	379,000	129,312	34.1%
TRANSPORTATION DEVELOPMENT	215,000	61,812	28.7%	215,000	61,880	28.8%
PARK DEVELOPMENT	100,050	28,471	28.5%	75,050	34,409	45.8%
TREATMENT PLANT RESERVE	960,371	216,713	22.6%	625,000	280,816	44.9%
STORM DRAIN DEVELOPMENT	220,000	95,441	43.4%	175,000	59,439	34.0%
BUILDING CONSTRUCTION	1,000	378	37.8%	5,000	517	10.3%
TOTALS	\$ 105,842,460	\$ 15,632,761	14.8%	\$ 102,515,896	\$ 14,696,862	14.3%

City of Porterville
Revenue by Fund Type
Quarters Ended September 30, 2021 and September 30, 2020



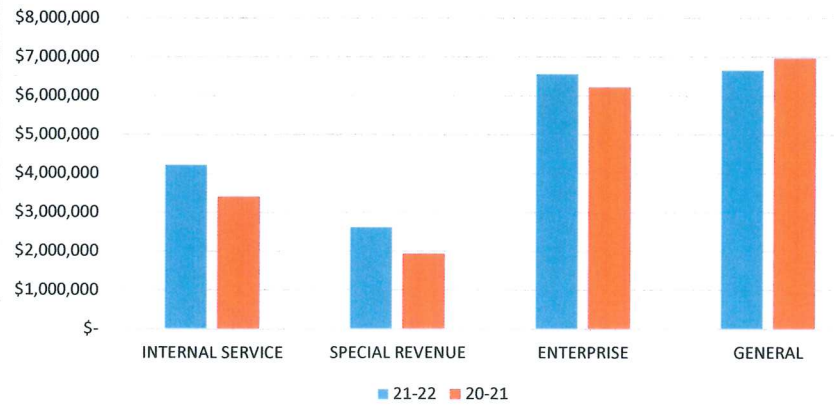
City of Porterville
Revenue by Fund Type
Quarter Ended September 30, 2021



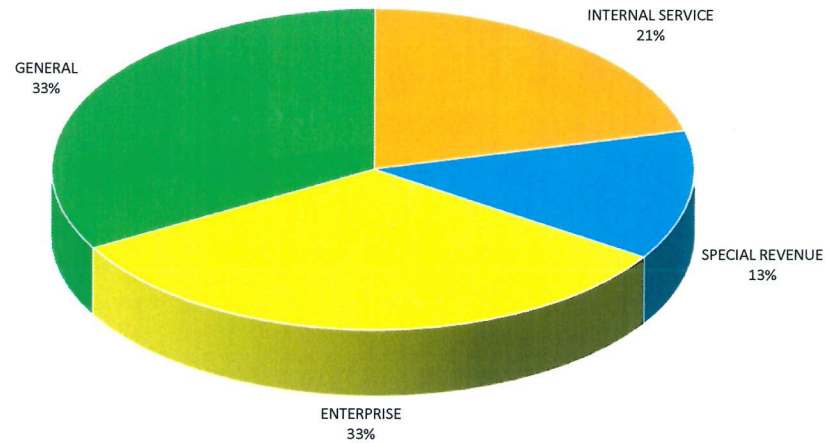
CITY OF PORTERVILLE
EXPENDITURE STATUS REPORT - ALL OTHER FUNDS
FOR THE QUARTERS ENDED
SEPTEMBER 30, 2021 AND SEPTEMBER 30, 2020

	2021-2022 AMENDED APPROP	2021-2022 YEAR-TO-DATE EXPEND	% OF APPROP	2020-2021 AMENDED APPROP	2020-2021 YEAR-TO-DATE EXPEND	% OF ACTUAL
MEASURE H SALES TAX	\$ 4,241,135	\$ 1,077,586	25.4%	\$ 4,037,532	\$ 984,274	24.4%
MEASURE I SALES TAX	4,890,884	1,389,062	28.4%	4,641,728	783,229	16.9%
AMERICAN RESCUE PLAN ACT	-	598,820		-	-	
ZALUD ESTATE	18,855	5,792	30.7%	18,455	1,637	8.9%
COMMUNITY DEVELOPMENT BLOCK GRANT	546,985	40,648	7.4%	831,420	55,684	6.7%
TRANSIT	12,083,531	1,102,644	9.1%	13,190,646	997,978	7.6%
SPECIAL SAFETY GRANTS	282,280	66,392	23.5%	456,959	73,047	16.0%
SEWER OPERATING	6,529,757	1,338,682	20.5%	6,528,245	1,351,295	20.7%
REFUSE REMOVAL	6,846,900	1,140,541	16.7%	7,237,196	1,498,618	20.7%
AIRPORT	1,407,844	670,443	47.6%	1,368,466	548,979	40.1%
GOLF COURSE	460,151	123,117	26.8%	439,313	118,882	27.1%
WATER OPERATING	8,104,376	2,173,484	26.8%	8,423,663	1,696,693	20.1%
RISK MANAGEMENT	7,988,321	3,466,609	43.4%	7,559,248	2,643,614	35.0%
EQUIPMENT MAINTENANCE	3,632,540	757,110	20.8%	3,866,661	760,271	19.7%
LANDSCAPE MAINTENANCE DISTRICT	192,995	35,380	18.3%	202,429	31,410	15.5%
TOTALS	\$ <u>57,226,554</u>	\$ <u>13,986,310</u>	24.4%	\$ <u>58,801,961</u>	\$ <u>11,545,611</u>	19.6%

City of Porterville
Expenditures by Fund Type
Quarters Ended September 30, 2021 and September 30, 2020



City of Porterville
Expenditures by Fund Type
Quarter Ended September 30, 2021



CITY OF PORTERVILLE
INTERIM PERFORMANCE REPORT - MEASURE H
For the Quarters Ended September 30, 2021 and September 30, 2020

	<u>FY 2021-22</u>	<u>FY 2020-21</u>
REVENUES		
Sales Tax - Measure H	\$ 445,386	355,289
Interest	4,809	3,468
Police Services	102	-
Contributions	3,000	-
TOTAL REVENUES	<u>453,297</u>	<u>358,757</u>
EXPENDITURES		
Police Department	447,352	405,810
Fire Department	489,688	494,608
Public Safety Station	38,726	9,858
Library & Literacy	101,820	73,998
TOTAL EXPENDITURES	<u>1,077,586</u>	<u>984,274</u>
CAPITAL PROJECTS		
Animal Shelter	<u>2,753</u>	<u>8,522</u>
TOTAL CAPITAL PROJECTS	<u>2,753</u>	<u>8,522</u>
REVENUE OVER/(UNDER) EXPENDITURES	\$ <u><u>(627,042)</u></u>	\$ <u><u>(634,039)</u></u>

CITY OF PORTERVILLE
INTERIM PERFORMANCE REPORT - MEASURE I
For the Quarters Ended September 30, 2021 and September 30, 2020

	<u>FY 2021-22</u>	<u>FY 2020-21</u>
REVENUES		
Sales Tax - Measure I	\$ 890,716	\$ 705,586
Interest	23,549	22,005
Police Services	490	-
TOTAL REVENUES	<u>914,755</u>	<u>727,591</u>
EXPENDITURES		
Police Department	992,807	546,699
Fire Department	382,706	236,530
Streets Program	13,549	-
TOTAL EXPENDITURES	<u>1,389,062</u>	<u>783,229</u>
CAPITAL PROJECTS		
AC Pavement Repair/Overlay	184,202	-
Grand Ave Connection between 4th and Henrahan	1,800	12,003
Henderson Ave Reconstruction - 2nd to Plano	-	40,288
Montgomery Ave Reconstruction - Jaye to H	818	611
Pavement Management Program	4,921	66,045
PD Evidence Storage Facilities	15	-
Union - Indiana to Jaye	881	-
Villa St Reconstruction	5,068	-
TOTAL CAPITAL PROJECTS	<u>197,704</u>	<u>118,947</u>
REVENUE OVER/(UNDER) EXPENDITURES	\$ <u>(672,011)</u>	\$ <u>(174,585)</u>

CITY OF PORTERVILLE
INTERIM PERFORMANCE REPORT - ENTERPRISE FUNDS
For the Quarters Ended September 30, 2021 and September 30, 2020

<u>FUND</u>	<u>REVENUES</u>	<u>EXPENSES</u>	<u>9/30/2021 NET OPERATING PROFIT (LOSS)</u>	<u>9/30/2020 NET OPERATING PROFIT (LOSS)</u>
Zalud Estate	\$ 1,381	\$ (5,792)	\$ (4,411)	\$ (1,506)
Transit	\$ 235,097	\$ (1,102,644)	\$ (867,548)	\$ (943,592)
Sewer Operating	\$ 1,713,380	\$ (1,338,682)	\$ 374,697	\$ 320,375
Solid Waste	\$ 1,565,818	\$ (1,140,541)	\$ 425,277	\$ (11,956)
Airport	\$ 1,129,984	\$ (670,443)	\$ 459,540	\$ 361,249
Golf	\$ 60,698	\$ (123,117)	\$ (62,420)	\$ (56,980)
Water Operating	\$ 3,943,634	\$ (2,173,484)	\$ 1,770,150	\$ 2,421,267



CITY COUNCIL AGENDA – NOVEMBER 2, 2021

SUBJECT: Quarterly Investment Portfolio Summary

SOURCE: Finance

COMMENT: This report reflects the investment portfolio of the City of Porterville as of September 30, 2021, 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. Investment Portfolio Summary - September 30, 2021

Appropriated/Funded:

Review By:
Department Director:

Final Approver: John Lollis, City Manager

CITY OF PORTERVILLE
PORTFOLIO SUMMARY AS OF SEPTEMBER 30, 2021

INVESTMENT OR CUSIP NUMBER	INSTITUTION	PURCHASE PRICE	MARKET VALUE	COUPON INTEREST RATE	PURCHASE DATE	MATURITY DATE	DAYS TO MATURITY
1006	LOCAL AGENCY INVESTMENT FUND \$	44,577,572	\$ 44,577,572	0.240%	DAILY	DAILY	1
1007	CSJVRMA INVESTMENT FUND	7,180,492	7,461,368	1.280%	DAILY	DAILY	30
866	TULARE COUNTY INVESTMENT POOL	9,582,892	9,582,892	1.180%	DAILY	DAILY	30
	TULARE COUNTY JUNIOR LIVESTOCK SHOW AND COMMUNITY FAIR	824,240	824,240	4.000%	1/15/2015	7/15/2037	5,767
	CORNERSTONE MAIN PARTNERS, L.P.	2,778,511	2,778,511	2.400%	12/12/2018	11/30/2038	6,270
3130AKXB7	FEDERAL HOME LOAN BANKS	1,975,000	1,966,180	0.580%	3/18/2021	2/11/2026	1,595
3130ALGJ7	FEDERAL HOME LOAN BANKS	975,000	973,772	1.000%	3/23/2021	3/23/2026	1,635
3133EMUK6	FEDERAL FARM CREDIT BANKS	1,000,000	997,380	1.050%	3/25/2021	3/25/2026	1,637
3130ALS62	FEDERAL HOME LOAN BANKS, STEPUP	1,000,000	998,000	0.750%	3/30/2021	3/30/2026	1,642
3130AMR1	FEDERAL HOME LOAN BANKS	1,000,000	998,170	1.000%	4/29/2021	4/29/2026	1,672
3130ADM64	FEDERAL HOME LOAN BANKS	1,000,000	997,750	1.000%	8/26/2021	8/26/2026	1,791
3130ANUN8	FEDERAL HOME LOAN BANKS	2,000,000	1,999,960	1.040%	9/21/2021	9/21/2026	1,817
3130ANUZ6	FEDERAL HOME LOAN BANKS	1,000,000	1,000,100	1.100%	9/28/2021	9/28/2026	1,824
3130APCH6	FEDERAL HOME LOAN BANKS	1,000,000	999,140	1.125%	9/29/2021	9/29/2026	1,825
3130APDK8	FEDERAL HOME LOAN BANKS	1,000,000	1,000,170	1.100%	9/30/2021	9/30/2026	1,826
89236TEC5	TOYOTA MOTOR CRD CORP	1,000,000	1,018,400	2.150%	9/8/2017	9/8/2022	343
037833DE7	APPLE INC NOTE	1,000,000	1,026,260	2.400%	1/16/2018	1/13/2023	470
084670BR8	BERKSHIRE HATHAWAY	1,000,000	1,031,270	2.750%	4/23/2018	3/15/2023	531
06406RAG2	BANK NEW YORK MELLON CORP MTN	1,000,000	1,049,380	3.500%	10/16/2018	4/28/2023	575
90331HNV1	US BANK ASSN MTN	1,000,000	1,053,370	3.400%	11/15/2018	7/24/2023	662
48128GL73	JP MORGAN CHASE & CO NOTE	1,000,000	983,500	2.250%	10/31/2019	10/31/2024	1,127
06747PML0	BARCLAYS BANK	1,000,000	999,080	3.000%	3/17/2020	10/17/2023	747
13605WWW7	CANADIAN IMPERIAL BANK	1,000,000	999,060	2.500%	4/28/2020	4/10/2025	1,288
17298CK64	CITIGROUP INC	1,000,000	974,480	1.000%	8/28/2020	8/28/2025	1,428
89114TK84	TORONTO DOMINION BANK	2,000,000	1,979,449	1.050%	6/16/2021	3/16/2026	1,628
06368EWM0	BANK OF MONTREAL	2,000,000	1,987,462	1.220%	3/17/2021	3/17/2026	1,629
17290A3E8	CITIGROUP INC	1,000,000	995,770	1.250%	7/1/2021	7/1/2026	1,735
38150AHV0	GOLDMAN SACHS GROUP INC	1,000,000	994,760	1.400%	9/30/2021	9/30/2026	1,826
06062QXG4	CERTIFICATE OF DEPOSIT	247,000	247,647	1.850%	11/23/2016	11/23/2021	54
58733ADT3	CERTIFICATE OF DEPOSIT	240,000	241,560	2.100%	1/27/2017	1/27/2022	119
38148PGX9	CERTIFICATE OF DEPOSIT	245,000	247,379	2.300%	3/8/2017	3/8/2022	159
857894SK6	CERTIFICATE OF DEPOSIT	249,000	250,389	2.050%	1/13/2017	1/13/2022	105
71270QQJ8	CERTIFICATE OF DEPOSIT	246,000	247,466	2.050%	1/18/2017	1/18/2022	110
8562845Z3	CERTIFICATE OF DEPOSIT	246,000	247,813	2.350%	1/26/2017	1/26/2022	118
33767A2G5	CERTIFICATE OF DEPOSIT	249,000	251,761	2.100%	4/19/2017	4/19/2022	201
55266CVB9	CERTIFICATE OF DEPOSIT	249,000	251,674	1.950%	4/28/2017	4/28/2022	210
67054NAK9	CERTIFICATE OF DEPOSIT	249,000	253,021	2.300%	6/21/2017	6/21/2022	264
9819962K6	CERTIFICATE OF DEPOSIT	200,000	203,590	2.400%	4/19/2017	4/19/2022	201
795450D36	CERTIFICATE OF DEPOSIT	240,000	244,903	2.350%	8/23/2017	8/23/2022	327
06740KKD8	CERTIFICATE OF DEPOSIT	247,000	251,137	2.200%	7/12/2017	7/12/2022	285
33715LAP5	CERTIFICATE OF DEPOSIT	249,000	254,306	2.250%	9/28/2017	9/28/2022	363
62384RAB2	CERTIFICATE OF DEPOSIT	249,000	254,617	2.300%	10/12/2017	10/12/2022	377
01748DAY2	CERTIFICATE OF DEPOSIT	249,000	254,620	2.200%	11/3/2017	11/3/2022	399
61747MF63	CERTIFICATE OF DEPOSIT	246,000	253,803	2.650%	1/11/2018	1/11/2023	468
22239MAR9	CERTIFICATE OF DEPOSIT	249,000	257,008	2.600%	2/2/2018	2/2/2023	490
366526AR2	CERTIFICATE OF DEPOSIT	249,000	257,376	2.650%	2/16/2018	2/16/2023	504
819866AE4	CERTIFICATE OF DEPOSIT	249,000	258,201	2.800%	3/5/2018	3/6/2023	522
319141KL0	CERTIFICATE OF DEPOSIT	245,000	256,809	3.150%	6/6/2018	6/6/2023	614
74934YAH4	CERTIFICATE OF DEPOSIT	245,000	257,027	3.150%	6/20/2018	6/20/2023	628
17312QJ26	CERTIFICATE OF DEPOSIT	246,000	255,980	2.900%	4/11/2018	4/11/2023	558
25665QAX3	CERTIFICATE OF DEPOSIT	246,000	256,010	2.900%	4/13/2018	4/13/2023	560
91435LAG2	CERTIFICATE OF DEPOSIT	249,000	260,235	3.050%	5/14/2018	5/15/2023	592
080515CQ0	CERTIFICATE OF DEPOSIT	246,000	257,129	3.050%	5/16/2018	5/16/2023	593
90348JCW8	CERTIFICATE OF DEPOSIT	249,000	261,530	3.250%	6/13/2018	6/13/2023	621
74160NGF1	CERTIFICATE OF DEPOSIT	249,000	261,470	3.200%	6/22/2018	6/22/2023	630
45581EAX9	CERTIFICATE OF DEPOSIT	249,000	262,060	3.300%	6/30/2018	6/30/2023	638
31911QFK6	CERTIFICATE OF DEPOSIT	249,000	262,267	3.200%	8/10/2018	8/10/2023	679
499724AD4	CERTIFICATE OF DEPOSIT	249,000	262,829	3.250%	8/30/2018	8/30/2023	699
64017AAH7	CERTIFICATE OF DEPOSIT	245,000	259,161	3.300%	9/19/2018	9/19/2023	719
92891CBK7	CERTIFICATE OF DEPOSIT	249,000	264,097	3.350%	10/16/2018	10/16/2023	746

INVESTMENT OR CUSIP NUMBER	INSTITUTION	PURCHASE PRICE	MARKET VALUE	COUPON INTEREST RATE	PURCHASE DATE	MATURITY DATE	DAYS TO MATURITY
474067AQ8	CERTIFICATE OF DEPOSIT	249,000	264,114	3.350%	10/19/2018	10/19/2023	749
59452WAE8	CERTIFICATE OF DEPOSIT	249,000	264,966	3.450%	11/9/2018	11/9/2023	770
61760ASL4	CERTIFICATE OF DEPOSIT	245,000	261,486	3.550%	11/26/2018	11/24/2023	785
635573AL2	CERTIFICATE OF DEPOSIT	245,000	261,123	3.400%	12/26/2018	12/21/2023	812
15118RRHS	CERTIFICATE OF DEPOSIT	249,000	257,817	1.850%	8/30/2019	8/30/2024	1,065
938828BM1	CERTIFICATE OF DEPOSIT	249,000	258,898	2.000%	8/30/2019	8/30/2024	1,065
949495BC8	CERTIFICATE OF DEPOSIT	250,000	255,355	1.750%	2/21/2020	2/21/2023	509
05465DAK4	CERTIFICATE OF DEPOSIT	249,000	256,062	1.650%	3/26/2020	3/26/2024	908
1204	CERTIFICATE OF DEPOSIT	249,000	249,000	2.700%	4/24/2018	4/24/2023	571
1248	CERTIFICATE OF DEPOSIT	250,000	250,000	1.100%	5/8/2020	5/8/2022	220
1281	CERTIFICATE OF DEPOSIT	250,000	250,000	2.800%	5/14/2018	5/14/2023	591
1282	CERTIFICATE OF DEPOSIT	250,000	250,000	3.000%	6/21/2018	6/21/2023	629
1283	CERTIFICATE OF DEPOSIT	250,000	250,000	1.591%	5/12/2020	5/12/2023	589
1285	CERTIFICATE OF DEPOSIT	250,000	250,000	2.650%	4/29/2018	4/29/2023	576
1286	CERTIFICATE OF DEPOSIT	250,000	250,000	3.100%	6/25/2018	6/25/2023	633
1303	CERTIFICATE OF DEPOSIT	250,000	250,000	1.100%	4/16/2021	4/16/2024	929
1306	CERTIFICATE OF DEPOSIT	249,000	249,000	1.935%	10/28/2016	10/28/2021	28
1307	CERTIFICATE OF DEPOSIT	249,000	249,000	1.900%	12/20/2016	12/20/2021	81
1308	CERTIFICATE OF DEPOSIT	266,608	266,608	2.000%	1/20/2017	1/20/2022	112
1309	CERTIFICATE OF DEPOSIT	249,000	249,000	2.150%	2/14/2017	2/14/2022	137
1310	CERTIFICATE OF DEPOSIT	249,000	249,000	2.100%	5/1/2017	5/2/2022	214
1311	CERTIFICATE OF DEPOSIT	250,000	250,000	2.110%	6/23/2017	6/23/2022	266
1312	CERTIFICATE OF DEPOSIT	249,000	249,000	2.500%	7/26/2017	7/26/2022	299
1313	CERTIFICATE OF DEPOSIT	249,000	249,000	2.230%	7/11/2017	7/11/2022	284
1314	CERTIFICATE OF DEPOSIT	249,000	249,000	2.500%	7/21/2017	7/21/2022	294
1315	CERTIFICATE OF DEPOSIT	249,000	249,000	2.350%	9/22/2017	9/22/2022	357
1316	CERTIFICATE OF DEPOSIT	250,083	250,083	2.600%	10/6/2017	10/6/2022	371
1317	CERTIFICATE OF DEPOSIT	249,000	249,000	2.428%	11/16/2017	11/16/2022	412
1318	CERTIFICATE OF DEPOSIT	249,000	249,000	2.500%	3/22/2018	3/22/2023	538
1319	CERTIFICATE OF DEPOSIT	250,000	250,000	0.500%	8/3/2021	5/3/2022	215
1320	CERTIFICATE OF DEPOSIT	249,000	249,000	3.250%	9/12/2018	9/12/2023	712
1321	CERTIFICATE OF DEPOSIT	249,000	249,000	1.540%	5/16/2020	5/16/2022	228
1323	CERTIFICATE OF DEPOSIT	249,000	249,000	3.150%	10/23/2018	10/23/2021	23
1324	CERTIFICATE OF DEPOSIT	249,000	249,000	3.350%	1/11/2019	1/11/2024	833
1326	CERTIFICATE OF DEPOSIT	267,054	267,054	3.500%	1/29/2019	1/29/2024	851
1327	CERTIFICATE OF DEPOSIT	245,000	245,000	3.500%	2/28/2019	2/28/2024	881
1328	CERTIFICATE OF DEPOSIT	249,000	249,000	3.250%	3/22/2019	3/22/2024	904
1329	CERTIFICATE OF DEPOSIT	249,000	249,000	3.210%	4/9/2019	10/9/2023	739
1330	CERTIFICATE OF DEPOSIT	248,960	248,960	3.200%	5/24/2019	5/24/2024	967
1331	CERTIFICATE OF DEPOSIT	249,000	249,000	3.100%	5/7/2019	5/7/2024	950
1332	CERTIFICATE OF DEPOSIT	249,000	249,000	3.200%	6/4/2019	6/4/2024	978
1333	CERTIFICATE OF DEPOSIT	249,000	249,000	2.960%	7/22/2019	7/22/2024	1,026
1334	CERTIFICATE OF DEPOSIT	250,000	250,000	3.050%	7/31/2019	7/31/2024	1,035
1335	CERTIFICATE OF DEPOSIT	249,000	249,000	2.810%	9/11/2019	9/11/2024	1,077
1336	CERTIFICATE OF DEPOSIT	249,000	249,000	2.800%	9/17/2019	9/17/2024	1,083
1337	CERTIFICATE OF DEPOSIT	249,000	249,000	2.700%	11/1/2019	11/1/2024	1,128
1338	CERTIFICATE OF DEPOSIT	259,343	259,343	2.720%	10/15/2019	10/15/2024	1,111
1339	CERTIFICATE OF DEPOSIT	257,618	257,618	2.250%	12/26/2019	12/26/2024	1,183
1340	CERTIFICATE OF DEPOSIT	249,000	249,000	2.400%	12/5/2019	12/5/2024	1,162
1341	CERTIFICATE OF DEPOSIT	249,000	249,000	2.250%	1/8/2020	1/8/2025	1,196
1342	CERTIFICATE OF DEPOSIT	249,000	249,000	2.250%	1/17/2020	1/17/2025	1,205
1343	CERTIFICATE OF DEPOSIT	249,000	249,000	2.250%	1/24/2020	1/24/2025	1,212
1344	CERTIFICATE OF DEPOSIT	249,000	249,000	1.100%	11/18/2020	11/18/2023	779
TOTALS		\$ 113,008,373	\$ 113,698,808				

WEIGHTED AVERAGE RATE OF EARNINGS					% OF LIQUID PORTFOLIO HOLDINGS	WEIGHTED AVERAGE DAYS TO MATURITY
ONE YEAR HISTORY				CURRENT		
9/30/2020	12/31/2020	3/31/2021	6/30/2021	9/30/2021		
1.727%	1.531%	1.408%	1.172%	1.208%	54.280%	646

Comments:

Portfolio holdings as of September 30, 2021, are in compliance with the current Investment Policy. With 54.280% 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 first calendar quarter ending December 31, 2021, and will be presented during the February 1, 2022 Council meeting.



CITY COUNCIL AGENDA – NOVEMBER 2, 2021

SUBJECT: Status and Review of Local Emergency: Drought

SOURCE: City Manager's Office

COMMENT: At its meeting of May 5, 2015, the City Council took action to approve a Resolution Declaring a Drought Emergency in the City of Porterville. At its meeting of October 19, 2021, the Council reviewed the status of existence of local emergency, and acted to continue its Resolution of local emergency.

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.

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.

On March 5, 2021, Secretary Vilsack of the United States Department of Agriculture federally-designated Tulare County as a primary natural disaster area due to ongoing drought conditions. On April 21, 2021, Governor Newsom issued a State of Emergency Proclamation due to drought conditions, including Tulare County. On April 27, 2021, the Tulare County Board of Supervisors adopted a Resolution Proclaiming a Local Emergency due to severe drought conditions.

Initially within the city of Porterville, 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 continued to work with County staff toward the transfer of the well's ownership from the County to the City, which at its meeting on April 20, 2021, the Council approved the draft Transfer Agreement subject to the City Attorney's final form.

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. At its meeting on June 1, 2021, the Council approved the State Water Board funding agreement for the development of a City-owned production well, distribution mains and water meters to serve each customer, as well as fire hydrants. On July 20, 2021, the City received notification from the State Water Board that the Akin/Central Water Consolidation Project funding agreement had been formally approved and executed.

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. City of Porterville Resolution Declaring Local Drought Emergency: May 5, 2015
2. United States Department of Agriculture Drought Natural

- Disaster Area Designation: March 5, 2021
3. State of California State of Emergency Proclamation: April 21, 2021
 4. County of Tulare Drought Local Emergency Resolution: April 27, 2021
 5. State Water Resources Control Board Funding Agreement: Akin/Central Water Consolidation Project

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

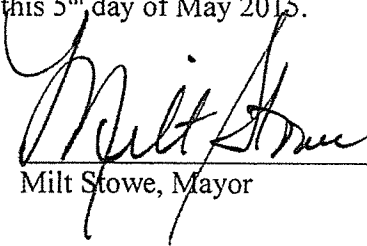
WHEREAS: the long-term ramifications of the current drought will have a significant impact on the city of Porterville and potentially pose a danger to the health and welfare of its residents; and

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

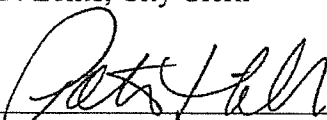
BE IT FURTHER RESOLVED: that the City Council of the City of Porterville requests the Governor and California Department of Water Resources make available California Disaster Assistance Act funding for the State of Local Emergency proclaimed on May 5, 2015, and seek all available forms of Federal assistance, 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



United States Department of Agriculture

Office of the Secretary
Washington, D.C. 20250

March 5, 2021

The Honorable Gavin Newsom
Governor
State of California
Sacramento, California 95814

Dear Governor Newsom:

In accordance with 7 CFR 759.5(a), I am designating 50 California counties as primary natural disaster areas due to a recent drought.

According to the U.S. Drought Monitor (see <http://droughtmonitor.unl.edu/>), these counties suffered from a drought intensity value during the growing season of 1) D2 Drought-Severe for 8 or more consecutive weeks or 2) D3 Drought-Extreme or D4 Drought-Exceptional.

In accordance with section 321(a) of the Consolidated Farm and Rural Development Act, additional areas of your state and adjacent states are named as contiguous disaster counties. Enclosed you will find documentation that provides a detailed list of all primary and contiguous counties impacted by this disaster.

A Secretarial disaster designation makes farm operators in primary counties and those counties contiguous to such primary counties eligible to be considered for certain assistance from the Farm Service Agency (FSA), provided eligibility requirements are met. This assistance includes FSA emergency loans. Farmers in eligible counties have 8 months from the date of a Secretarial disaster declaration to apply for emergency loans. FSA considers each emergency loan application on its own merits, taking into account the extent of production losses on the farm and the security and repayment ability of the operator.

Local FSA offices can provide affected farmers with further information.

Sincerely,

A handwritten signature in blue ink, reading "Tom J. Vilsack", is positioned above the printed name of the Secretary.

Thomas J. Vilsack
Secretary

Enclosure

Disaster Designation Areas for California and Contiguous States

Primary Counties:

California	(50)			
Alameda	Glenn	Marin	Riverside	Solano
Alpine	Humboldt	Mariposa	Sacramento	Sonoma
Amador	Imperial	Mendocino	San Bernardino	Stanislaus
Butte	Inyo	Merced	San Francisco	Sutter
Calaveras	Kern	Modoc	San Joaquin	Tehama
Colusa	Kings	Mono	San Mateo	Trinity
Contra Costa	Lake	Napa	Santa Clara	Tulare
Del Norte	Lassen	Nevada	Shasta	Tuolumne
El Dorado	Los Angeles	Placer	Sierra	Yolo
Fresno	Madera	Plumas	Siskiyou	Yuba

Contiguous Counties:

California	(8)		
Monterey	San Benito	San Luis Obispo	Santa Cruz
Orange	San Diego	Santa Barbara	Ventura

In addition, in accordance with section 321(a) of the Consolidated Farm and Rural Development Act, counties in adjacent states are named as contiguous disaster areas. Those states, counties, and numbers are:

Contiguous Counties in Adjacent States:

Arizona	(3)		
La Paz	Mohave	Yuma	
Nevada	(8)		
Clark	Esmeralda	Mineral	Washoe
Douglas	Lyon	Nye	Carson City
Oregon	(5)		
Curry	Josephine	Lake	
Jackson	Klamath		

EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA

State of Emergency Proclamation

WHEREAS climate change is intensifying the impacts of droughts on our communities, environment and economy, and California must therefore improve drought resiliency and prepare to respond to more frequent, prolonged, and intense dry periods; and

WHEREAS much of the West is experiencing severe to exceptional drought and California is in a second consecutive year of dry conditions, resulting in drought or near-drought throughout many portions of the State; and

WHEREAS these drought conditions can result in degraded water quality, fallowing of productive farmland, setbacks to vulnerable and rural communities through job losses and longer-lasting recoveries, significant impacts to tribal, commercial, and recreational salmon fisheries, constraints on access to traditional lifeways, loss of aquatic and terrestrial biodiversity, and ecosystem impacts; and

WHEREAS drought conditions vary across the State and some watersheds, including the Russian River and Klamath Basin, are extremely dry and are facing substantial water supply and ecosystem challenges; and

WHEREAS it is necessary to expeditiously mitigate the effects of the drought conditions within the Russian River Watershed, located within Mendocino and Sonoma counties, to ensure the protection of health, safety, and the environment; and

WHEREAS experience in the last drought has demonstrated the value of preparing earlier for potential sustained dry conditions, the need to improve our monitoring and forecasting capabilities, and many other lessons that are captured in the Administration's *Report to the Legislature on the 2012-2016 Drought*; and

WHEREAS the State and its many partners have strengthened drought resilience since the last drought including state investments in water management systems, implementation of the Sustainable Groundwater Management Act, establishment of the Safe and Affordable Fund for Equity and Resilience Program, development of the Administration's *Water Resilience Portfolio*, and continued water conservation by Californians whose current statewide urban water use is 16% lower than at the beginning of the last drought; and

WHEREAS state agencies have been actively responding to current drought conditions and preparing for the possibility of a third dry year including through convenings of the interagency drought team, which was established at my direction, to organize, focus, and track changing conditions, coordinate state agency responses, and work closely with partners across the State; and

WHEREAS under the provisions of Government Code section 8558(b), I find that the conditions caused by the drought conditions, by reason of their magnitude, are or are likely to be beyond the control of the services, personnel, equipment, and facilities of any single local government and 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 drought conditions; and

WHEREAS to protect public health and safety, it is critical the State take certain immediate actions without undue delay to prepare for and mitigate the effects of, the drought conditions within the Russian River Watershed, and under the provisions of Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this Proclamation would prevent, hinder, or delay the mitigation of the effects of the drought conditions of the Russian River Watershed, located within Mendocino and Sonoma counties.

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, section 8625, **HEREBY PROCLAIM A STATE OF EMERGENCY** to exist in Mendocino and Sonoma counties due to drought conditions in the Russian River Watershed.

IT IS HEREBY ORDERED THAT:

1. To further the success of California's water conservation efforts and increase our drought preparedness, state agencies shall partner with local water districts and utilities to make all Californians aware of drought, and encourage actions to reduce water usage by promoting the Department of Water Resources' Save Our Water campaign (<https://saveourwater.com>) and other water conservation programs.
2. To continue coordination with partners across the State for the potential of prolonged drought impacts, the Department of Water Resources, the State Water Resources Control Board (Water Board), the Department of Fish and Wildlife, and the Department of Food and Agriculture shall work with regional and local governments, including groundwater sustainability agencies, to identify watersheds, communities, public water systems, and ecosystems that may require coordinated state and local actions to address issues stemming from continued dry conditions, to ensure that we can respond to water shortages and protect people, natural resources and economic activity.
3. To continue partnership and coordination with Californian Native American tribes, state agencies shall engage in consultation, collaboration, and communication with California Native American tribes to assist them in necessary preparation and response to drought conditions on tribal lands and potential impacts to cultural and traditional resources within ancestral lands.
4. To prioritize drought response and preparedness resources, the Department of Water Resources, the Water Board, the Department of Fish and Wildlife and the Department of Food and Agriculture, in consultation with the Department of Finance, shall:
 - a. Accelerate funding for water supply enhancement, water conservation, or species conservation projects.
 - b. Identify unspent funds that can be repurposed to enable projects to address drought impacts to people, ecosystems, and economic activities.
 - c. Recommend additional financial support for water resilience infrastructure projects and actions for potential inclusion in the upcoming May Revision.

5. To increase resilience of our water supplies during drought conditions, the Department of Water Resources shall:
 - a. Work with counties to encourage reporting of household water shortages, such as dry residential wells, on the website the Department maintains for that purpose, to enable tracking of drought impacts.
 - b. Work with counties, and groundwater sustainability agencies as appropriate, to help ensure that well drillers submit required groundwater well logs for newly constructed and deepened wells in a timely manner.
 - c. Work with agricultural water suppliers and agricultural water users to provide technical assistance, including implementation of efficient water management practices and use of technology such as the California Irrigation Management Information System.
 - d. Work with urban and agricultural water suppliers to encourage timely submittal by water districts and public posting of urban water management and water shortage contingency plans and agricultural water management and drought plans.
 - e. Accelerate updating the land subsidence data it is providing to support implementation of the Sustainable Groundwater Management Act.
6. To increase resilience of our water systems during drought conditions, the Water Board shall:
 - a. Use its authority, provide technical assistance, and where feasible provide financial assistance, to support regular reporting of drinking water supply well levels and reservoir water levels where the Water Board determines that there is risk of supply failure because of lowering groundwater levels or reservoir levels that may fall below public water system intakes.
 - b. Prioritize the permitting of public water systems that anticipate the need to activate additional supply wells where water quality is a concern and treatment installation needs to proceed to relieve a system's potential supply concerns.
 - c. Provide annual water demand data, information on water right priority, and other communications on water availability on its website.
 - d. Identify watersheds where current diversion data is insufficient to evaluate supply impacts caused by dry conditions, and take actions to ensure prompt submittal of missing data in those watersheds.
7. To address the acutely dry conditions in the Russian River Watershed, the Water Board shall consider:
 - a. Modifying requirements for reservoir releases or diversion limitations in that watershed to ensure adequate, minimal water supplies for critical purposes.
 - b. Adopting emergency regulations to curtail water diversions when water is not available at water rights holders' priority of right or to protect releases of stored water.

For purposes of carrying out this directive, Public Resources Code, Division 13 (commencing with section 21000) and regulations adopted pursuant to that Division are suspended in the counties of Mendocino and Sonoma to the extent necessary to address the impacts of the drought in the Russian River Watershed. The Water Board shall identify the projects

eligible for the suspensions pursuant to this paragraph and maintain on its websites a list of the activities or approvals for which these provisions are suspended.

8. To ensure that equipment and services necessary for drought response in the Russian River Watershed can be procured quickly, the provisions of the Government Code and the Public Contract Code applicable to procurement, state contracts, and fleet assets, including, but not limited to, advertising and competitive bidding requirements, are hereby suspended to the extent necessary to address the effects of the drought in the Russian River Watershed, located within Mendocino and Sonoma counties. Approval of the Department of Finance is required prior to the execution of any contract entered into pursuant to this provision.
9. To increase the resilience of our natural habitats to protect vulnerable species during drought conditions, the Department of Fish and Wildlife shall:
 - a. Evaluate and take actions to protect terrestrial and aquatic species and, wherever possible, work with water users and other parties on voluntary measures to protect species.
 - b. Work to improve State hatcheries and increase water use efficiency on State wildlife areas and ecological reserves to maintain habitat for vulnerable species.
 - c. Respond to human-wildlife interactions related to ongoing dry conditions and increase public messaging and awareness.
 - d. Work with commercial and recreational salmon fishing and tribal representatives to anticipate and develop strategies to mitigate and respond to salmon fishery impacts, with particular emphasis on addressing impacts to salmon fisheries in the Klamath Basin.
10. To support our agricultural economy and food security during drought conditions, the Department of Food and Agriculture shall:
 - a. Provide technical assistance to support conservation planning, on-farm water and energy conservation practices and technologies, including augmenting the State Water Efficiency and Enhancement Program.
 - b. Conduct an economic analysis of drought impacts to agriculture, including land use, jobs, and rural food economies, expanding on existing research done in the last drought to include thorough regional analysis especially in the Central Valley, and in the implementation of the Sustainable Groundwater Management Act and alternative land uses for fallowed land.
 - c. Maintain a web page with drought resources for farmers and ranchers, including the United States Department of Agriculture and other federal and state resources.
 - d. Work with federal agencies to assist Klamath Basin farmers and ranchers contending with reduced water supplies.
11. To ensure the potential impacts of drought on communities are anticipated and proactively addressed, the Department of Water Resources, in coordination with the Water Board, shall develop groundwater management principles and strategies to monitor, analyze, and minimize impacts to drinking water wells.
12. To provide critical information on the different drought conditions across the State, the Department of Water Resources, in consultation with the Department of Fish and Wildlife, the Department of Food and Agriculture,

and the Water Board, shall develop a California Drought Monitor by December 31, 2021, as recommended in the Administration's Report to the Legislature on the 2012-2016 Drought.

13. To prepare for potential salinity issues in the Delta, the Department of Water Resources, in consultation with the Water Board, the Department of Fish and Wildlife, the Delta Stewardship Council, and the Central Valley Flood Protection Board, shall initiate actions necessary to prepare for and address potential Delta salinity issues during prolonged drought conditions.

14. To prepare for potential impacts of drought conditions on species, the Water Board and the Department of Fish and Wildlife shall work with federal agency partners to manage temperature conditions for the preservation of fish in the Sacramento River downstream of Shasta Dam while balancing water supply needs.

This Proclamation 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 Proclamation.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 21st day of April 2021



GAVIN NEWSOM
Governor of California

ATTEST:

DR. SHIRLEY WEBER
Secretary of State

RESOLUTION PROCLAIMING A LOCAL EMERGENCY BY THE BOARD OF SUPERVISORS COUNTY OF TULARE, STATE OF CALIFORNIA

IN THE MATTER OF A)
LOCAL EMERGENCY DUE TO)
SEVERE DROUGHT CONDITIONS)

RESOLUTION NO. 2021-0290

WHEREAS, California's most recent drought spanning from approximately 2012 to 2018 required the proclamation of a Local Emergency by the County of Tulare from February 2014 to November 2019, as well as a Governor's State of Emergency and the combined resources of multiple local, state, and federal agencies, commercial entities, and non-profit organizations to mitigate; and

WHEREAS, over 3,000 failed or dry wells – including private domestic, community, and agricultural wells – were reported to Tulare County from 2014 to 2017 as a result of the prior drought, causing significant health, safety, and economic issues for Tulare County residents and businesses; and

WHEREAS, well over \$100 million in emergency relief and permanent infrastructure projects were expended to mitigate the effects of the prior drought; and

WHEREAS, a hydrological year ("water year") runs from October 1 to September 30 of the following year; and

WHEREAS, the current water year beginning October 1, 2020 is, to date, the third-driest on record, with potential to become the driest on record without significant additional precipitation which is unlikely to occur during the traditionally dry months; and

WHEREAS, the United States Drought Monitor shows that 94.51% of Tulare County is currently experiencing "Extreme Drought" (D3) conditions and the remaining 5.49% is in "Severe Drought" (D2) conditions, and the County of Tulare anticipates that these conditions will progress to "Exceptional Drought" (D4) conditions as occurred in the prior drought based on the current Southern Sierra snowpack measured at only 15% of historical average for April 1st, drastically reduced surface water allocations on the State Water Project and Central Valley Project, and correspondingly low water levels in local reservoirs; and

WHEREAS, surface water supply constraints create a demonstrable and unsustainable increase in demand for groundwater which is likely to cause additional dry wells for community water systems, private domestic wells, and agricultural wells, creating economic hardships and conditions of extreme peril to the health and safety of individuals within Tulare County requiring the combined forces of all levels of government to mitigate; and

WHEREAS, California Government Code section 8630 empowers the Board of Supervisors to proclaim the existence or threatened existence of a local emergency; and

WHEREAS, Section 1-15-1005 of the Tulare County Ordinance Code defines "emergency" to include "the actual or threatened existence of conditions of disaster or of

extreme peril to the safety of persons and property within [Tulare] County caused by such conditions as air pollution, fire, flood, storm, epidemic, riot, earthquake, or other conditions, ... which conditions are or are likely to be beyond the control of the services, personnel, equipment, and facilities of [Tulare] County, requiring the combined forces of other political subdivisions to combat"; and

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that a local emergency now exists throughout said Tulare County due to drought which has created conditions of disaster and extreme peril to the safety of persons and property within the County, and that such conditions are or are likely to be beyond the control of the services, personnel, equipment, and/or facilities of this County, thus requiring the combined forces of other political subdivisions to combat; and

IT IS FURTHER PROCLAIMED that this local emergency is proclaimed pursuant to the California Emergency Services Act, California Government Code §8550 et seq.; and

IT IS REQUESTED that the Governor of the State of California find and proclaim Tulare County to be in a State of Emergency, and make available any and all material and financial support and resources necessary to combat the conditions of disaster, including but not limited to California Disaster Assistance Act funding for emergency protective measures and increased funding to relevant programs of the State Water Resources Control Board and Department of Water Resources; and

IT IS FURTHER REQUESTED that the Governor waive and all regulations and statutes that may hinder response to this emergency; and

IT IS PROCLAIMED AND ORDERED that during the existence of said local emergency, the powers, functions, and duties of the emergency organization of Tulare County shall be those prescribed by State law, by ordinances and resolutions of Tulare County, and by the Tulare County Operational Area Emergency Operations Plan, as approved by the Board of Supervisors.

UPON MOTION OF SUPERVISOR MICARI, SECONDED BY SUPERVISOR TOWNSEND, THE FOLLOWING WAS ADOPTED BY THE BOARD OF SUPERVISORS, AT AN OFFICIAL MEETING HELD APRIL 27, 2021, BY THE FOLLOWING VOTE:

AYES: SUPERVISORS MICARI, VANDER POEL, SHUKLIAN, VALERO AND TOWNSEND

NOES: NONE

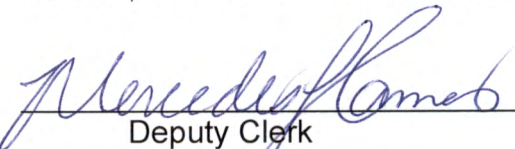
ABSTAIN: NONE

ABSENT: NONE

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



BY:


Deputy Clerk



DRINKING WATER CONSTRUCTION LOAN

AGREEMENT NO. SWRCB0000000000D2002017
by and between
CITY OF PORTERVILLE ("Recipient")
and
CALIFORNIA STATE WATER RESOURCES CONTROL BOARD ("State Water Board")



AKIN/CENTRAL WATER CONSOLIDATION PROJECT
5410010-018C AND 5400655-001C ("Project")

- Section 116760 et seq. of the Health and Safety Code and Resolution Nos. 2019-0065 and 2020-0022.

PROJECT FUNDING AMOUNT: \$4,787,664
PRINCIPAL FORGIVENESS COMPONENT: \$4,787,664

ESTIMATED REASONABLE PROJECT COST: \$4,787,664
ELIGIBLE WORK START DATE: JULY 1, 2016
ELIGIBLE CONSTRUCTION START DATE: SEPTEMBER 22, 2020
CONSTRUCTION COMPLETION DATE: OCTOBER 1, 2023
FINAL REIMBURSEMENT REQUEST DATE: APRIL 1, 2024
RECORDS RETENTION END DATE: OCTOBER 1, 2059

1. The State Water Board and the Recipient mutually promise, covenant, and agree to the terms, provisions, and conditions of this Agreement, including the following Exhibits, which are attached hereto or are incorporated by reference:
 - Exhibit A – Scope of Work and Schedule
 - Exhibit B – Specific Funding Provisions
 - Exhibit C – GENERAL TERMS AND CONDITIONS 2019-NOV
 - Exhibit D – Special Conditions
2. The following documents are also incorporated by reference:
 - the Drinking Water System Permit No. 03-12-06P-004;
 - the Davis-Bacon requirements found at:
https://www.waterboards.ca.gov/water_issues/programs/grants_loans/srf/docs/davisbacon/2020_dwsrf_governmental_entities.pdf
3. Party Contacts during the term of this Agreement are:

State Water Board		City of Porterville	
Section:	Division of Financial Assistance		
Name:	Pete Stamas, Project Manager	Name:	Monte Reyes, Mayor
Address:	1001 I Street, 16th Floor	Address:	291 North Main Street
City, State, Zip:	Sacramento, CA 95814	City, State, Zip:	Porterville, CA 93257
Phone:	(916) 552-9983	Phone:	(559) 782-7499
Fax:		Fax:	
Email:	Pete.Stamas@waterboards.ca.gov	Email:	montereyes@portervilleca.gov

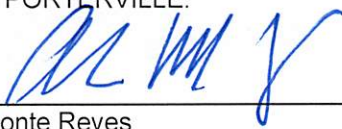
Each party may change its contact upon written notice to the other party. While Party Contacts are contacts for day-to-day communications regarding Project work, the Recipient must provide official communications and notices to the Division's Deputy Director.

4. Conditions precedent to this Agreement are set forth as follows:
 - (a) The Recipient must deliver an opinion of general counsel satisfactory to the State Water Board's counsel dated on or after the date that the Recipient signs this Agreement.
 - (b) The Recipient must deliver to the Division a resolution authorizing this Agreement and identifying its authorized representative by title.
 - (c) The Recipient must deliver to the Division a resolution certifying that its decision-making body reviewed and considered the Mitigated Negative Declaration filed by the State Water Board for the Akin Water Company Water Supply Project together with the Mitigation Monitoring and Reporting Program and reached its own conclusions on whether and how to approve the Project, pursuant to Section 15050 (b) of the CEQA Guidelines.
5. The Recipient represents, warrants, and commits to the following as of the Eligible Work Start Date and continuing thereafter for the term of this Agreement, which shall be at least until the Records Retention End Date:
 - (a) The Recipient agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents.
 - (b) The execution and delivery of this Agreement, including all incorporated documents, has been duly authorized by the Recipient. Upon execution by both parties, this Agreement constitutes a valid and binding obligation of the Recipient, enforceable in accordance with its terms, except as such enforcement may be limited by law.

- (c) None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of Recipient. The Recipient is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. The Recipient is able to pay its debts as they become due. The Recipient maintains sufficient insurance coverage considering the scope of this Agreement, including, for example but not necessarily limited to, general liability, automobile liability, workers compensation and employer liability, professional liability.
- (d) The Recipient is in compliance with all State Water Board funding agreements to which it is a party.

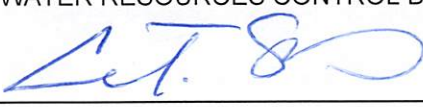
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CITY OF PORTERVILLE:

By: 
Name: Monte Reyes
Title: Mayor

Date: 6/1/2021

STATE WATER RESOURCES CONTROL BOARD:

By: 
Name: Leslie Laudon
Title: Deputy Director *for*
Division of Financial Assistance

Date: 7/15/21

EXHIBIT A – SCOPE OF WORK AND SCHEDULE

A.1. PROJECT PURPOSE AND DESCRIPTION.

The Project is for the benefit of the Recipient and has a Useful Life of at least 40 years. The funding under this Agreement shall be used to provide the residents of two small disadvantaged communities currently served by Akin Water Company (Akin WC) and Central Mutual Water Company (Central MWC) with a sustainable source of safe drinking water.

A.2. SCOPE OF WORK.

The Recipient agrees to do the following: consolidate with Akin WC and Central MWC. Recipient also agrees to construct a new production well, estimated to produce between 1,300 and 1,800 gallons per minute, to provide the needed source capacity for the consolidation of Akin WC, the consolidation of Central MWC, as well as satisfy the remainder of East Porterville residents' capacity needs.

The Recipient agrees to do the following for the Akin WC service area: construct approximately 1,500 feet of 8-inch waterline to provide water service to each customer currently served by Akin WC; install approximately three new fire hydrants and twenty-six new service laterals and meters; and destroy Akin WC's two existing wells.

The Recipient agrees to do the following for the Central MWC service area: construct approximately 1,400 feet of 6-inch waterline to provide water service to each customer currently served by Central MWC; install approximately four new fire hydrants and thirty-four new service laterals and meters; and destroy Central MWC's existing well.

Upon Completion of Construction, the Recipient must expeditiously initiate Project operations.

A.3 SIGNAGE

The Recipient must place a professionally prepared sign at least four feet tall by eight feet wide made of ¾ inch thick exterior grade plywood or other approved material in a prominent location on the Project site and must maintain the sign in good condition for the duration of Project implementation. The sign may include another agency's required information and must include, prominently displayed, the following disclosure statement and color logos (available from the Division):



"Funding for this project has been provided in full or in part under the Drinking Water State Revolving Fund, which may include capitalization funding from the United States Environmental Protection Agency through an agreement with the State Water Resources Control Board."

A.4 SCHEDULE.

Failure to provide items by the due dates indicated in the table below may constitute a material violation of this Agreement. The Project Manager may adjust the dates in the "Estimated Due Date" column of this table, but Critical Due Date adjustments will require an amendment to this Agreement. The Recipient

must complete and submit all work in time to be approved by the Division prior to the Project Completion Date. As applicable for specific submittals, the Recipient must plan adequate time to solicit, receive, and address comments prior to submitting the final submittal. The Recipient must submit the final Reimbursement Request prior to the Final Reimbursement Request Date set forth on the Cover Page.

ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE
EXHIBIT A – SCOPE OF WORK			
A.	ADDITIONAL SUBMITTAL(S) TO DIVISION		
1.	Final Plans and Specifications		September 1, 2021
2.	Final Budget Approval Package		February 1, 2022
3.	Completion of Construction	October 1, 2023	
B.	REPORTS		
1.	Progress Reports		Quarterly
2.	Final Inspection and Certification		October 1, 2023
3.	Project Completion Report		December 1, 2023
4.	As Needed Reports		TBD
EXHIBIT B – REIMBURSEMENTS, BUDGET DETAIL, AND REPORTING PROVISIONS			
A.	REIMBURSEMENTS		
1.	Reimbursement Requests		Quarterly
2.	Final Reimbursement Request	April 1, 2024	

The Recipient must award the prime construction contract and begin construction timely. The Recipient must deliver any request for extension of the Completion of Construction Date no less than 90 days prior to the Completion of Construction Date.

A.5 PROGRESS REPORTS.

The Recipient must provide a progress report to the Division each quarter, beginning no later than 90 days after execution of this Agreement. The Recipient must provide a progress report with each Reimbursement Request. Failure to provide a complete and accurate progress report may result in the withholding of Project Funds, as set forth in Exhibit B. A progress report must contain the following information:

- 1) A summary of progress to date including a description of progress since the last report, percent construction complete, percent contractor invoiced, and percent schedule elapsed;
- 2) A description of compliance with environmental requirements;
- 3) A listing of change orders including amount, description of work, and change in contract amount and schedule; and
- 4) Any problems encountered, proposed resolution, schedule for resolution, and status of previous problem resolutions.

A.6 SPECIAL REPORTS.

(a) The Recipient must submit a Project Completion Report to the Division with a copy to the appropriate District Office on or before the due date established by the Division and the Recipient at the time of final project inspection. The Project Completion Report must include the following:

- i. Description of the Project,
- ii. Description of the water quality problem the Project sought to address,
- iii. Discussion of the Project's likelihood of successfully addressing that water quality problem in the future, and
- iv. Summary of compliance with applicable environmental conditions.

(b) If the Recipient fails to submit a timely Project Completion Report, the State Water Board may stop processing pending or future applications for new financial assistance, withhold reimbursements under this Agreement or other agreements, and begin administrative proceedings.

(c) The Recipient must report Disadvantaged Business Enterprise (DBE) utilization to the Division on the DBE Utilization Report, State Water Board Form DBE UR334. The Recipient must submit such reports to the Division annually within ten (10) calendar days following October 1 until such time as the "Notice of Completion" is issued. The Recipient must comply with 40 CFR § 33.301 and require its contractors and subcontractors on the Project to comply.

A.7 FINAL PROJECT INSPECTION AND CERTIFICATION.

Upon completion of the Project, the Recipient must provide for a final inspection and must certify that the Project has been completed in accordance with this Agreement, any final plans and specifications submitted to the State Water Board, and any amendments or modifications thereto. If the Project involves the planning, investigation, evaluation, design, or other work requiring interpretation and proper application of engineering, or other professionals, the final inspection and certification must be conducted by a California Registered Civil Engineer or other appropriate California registered professional. The results of the final inspection and certification must be submitted to the Project Manager.

EXHIBIT B – FUNDING AMOUNTS

B.1 ESTIMATED REASONABLE COST AND PROJECT FUNDS.

The estimated reasonable cost of the total Project is set forth on the Cover Page of this Agreement and is greater than or equal to the funding anticipated to be provided by the State Water Board under this Agreement. Subject to the terms of this Agreement, the State Water Board agrees to provide Project Funds not to exceed the amount of the Project Funding Amount set forth on the Cover Page of this Agreement.

B.2 RECIPIENT CONTRIBUTIONS.

(a) The loan component of this Agreement is forgiven. The estimated amount of principal that will be due to the State Water Board from the Recipient under this Agreement is Zero dollars and no cents (\$0.00).

(b) The Recipient must pay any and all costs connected with the Project including, without limitation, any and all Project Costs. If the Project Funds are not sufficient to pay the Project Costs in full, the Recipient must nonetheless complete the Project and pay that portion of the Project Costs in excess of available Project Funds, and shall not be entitled to any reimbursement therefor from the State Water Board.

(c) If the Recipient recovers funds from any responsible parties, the Recipient shall immediately notify the Division. The amount of this Agreement may be reduced to reflect the recovered funds.

B.3 VERIFIABLE DATA.

Upon request by the Division, the Recipient must submit verifiable data to support deliverables specified in the Scope of Work. The Recipient's failure to comply with this requirement may be construed as a material breach of this Agreement.

B.4 BUDGET COSTS

Budget costs are contained in the Summary Project Cost Table below:

LINE ITEM	TOTAL ESTIMATED COST	PROJECT FUNDING AMOUNT
Construction	\$3,194,720	\$3,194,720
Pre-Purchased Material/Equipment	\$0	\$0
Purchase of Land	\$0	\$0
Contingency	\$638,944	\$638,944
Allowances (Soft Costs)	\$954,000	\$954,000
TOTAL	\$4,787,664	\$4,787,664

The Division's Final Budget Approval and related Form 259 and Form 260 will document a more detailed budget of eligible Project Costs and Project funding amounts.

The Recipient is prohibited from requesting disbursement amounts that represent Recipient's mark-ups to costs invoiced or otherwise requested by consultants or contractors.

Reasonable indirect costs may be allowable upon approval by the Division.

B.5 LINE ITEM ADJUSTMENTS.

Upon written request by the Recipient, the Division may adjust the line items of the Summary Project Cost Table at the time of Division's Final Budget Approval. Upon written request by the Recipient, the Division may also adjust the line items of the Summary Project Cost Table as well as the detailed budget at the time of Recipient's submittal of its final claim. Any line item adjustments to the Summary Project Cost Table that are due to a change in scope of work will require an Agreement amendment. The sum of adjusted line items in both the Summary

Project Cost Table and the detailed budget must not exceed the Project Funding Amount. The Division may also propose budget adjustments.

Under no circumstances may the sum of line items in the budget approved through the Final Budget Approval process exceed the Project Funding Amount. Any increase in the Project Funding Amount will require an Agreement amendment.

B.6 REIMBURSEMENT PROCEDURE.

(a) Except as may be otherwise provided in this Agreement, reimbursements will be made as follows:

1. Upon execution and delivery of this Agreement by both parties, the Recipient may request immediate reimbursement of any eligible incurred costs as specified below through submission to the State Water Board of the Reimbursement Request Form 260 and Form 261, or any amendment thereto, duly completed and executed.
2. The Recipient must submit a Reimbursement Request for costs incurred prior to the date this Agreement is executed by the State Water Board no later than ninety (90) days after this Agreement is executed by the State Water Board. Late Reimbursement Requests may not be honored.
3. Additional Project Funds will be promptly disbursed to the Recipient upon receipt of Reimbursement Request Form 260 and Form 261, or any amendment thereto, duly completed and executed by the Recipient for incurred costs consistent with this Agreement, along with receipt of progress reports due under Exhibit A.
4. The Recipient must not request reimbursement for any Project Cost until such cost has been incurred and is currently due and payable by the Recipient, although the actual payment of such cost by the Recipient is not required as a condition of reimbursement. Supporting documentation (e.g., receipts) must be submitted with each Reimbursement Request. The amount requested for Recipient's administration costs must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = total amount claimed). Reimbursement of Project Funds will be made only after receipt of a complete, adequately supported, properly documented, and accurately addressed Reimbursement Request. Upon request by the Division, supporting documents for professional and administrative services must include the employees' names, classifications, labor rates, hours worked, and descriptions of the tasks performed. Reimbursement Requests submitted without supporting documents may be wholly or partially withheld at the discretion of the Division.
5. The Recipient must spend Project Funds within 30 days of receipt. If the Recipient earns interest earned on Project Funds, it must report that interest immediately to the State Water Board. The State Water Board may deduct earned interest from future reimbursements.
6. The Recipient shall not request a reimbursement unless that Project Cost is allowable, reasonable, and allocable.
7. Notwithstanding any other provision of this Agreement, no reimbursement shall be required at any time or in any manner which is in violation of or in conflict with federal or state laws, policies, or regulations.

(b) Notwithstanding any other provision of this Agreement, the Recipient agrees that the State Water Board may retain an amount equal to ten percent (10%) of the Project Funding Amount until Project Completion. Any retained amounts due to the Recipient will be promptly disbursed to the Recipient, without interest, upon Project Completion.

(c) Except as follows, construction costs and disbursements are not available until after the Division has approved the final budget form submitted by the Recipient. The Deputy Director of the Division may authorize the disbursement of up to ten percent (10%) of Project Funds for the reimbursement of eligible construction costs and pre-purchased materials prior to Division approval of the final budget form submitted by the Recipient. All other construction costs are not eligible for reimbursement until after this the Division has approved the final budget form submitted by the Recipient. Construction costs incurred prior to the Eligible Construction Start Date are not eligible for reimbursement.

B.7 REVERTING FUNDS AND DISENCUMBRANCE.

In the event the Recipient does not submit Reimbursement Requests for all funds encumbered under this Agreement by the Final Reimbursement Request Date, any remaining funds revert to the State. The State Water Board may notify the Recipient that the project file is closed, and any remaining balance will be disencumbered and unavailable for further use under the Agreement.

EXHIBIT C – GENERAL TERMS AND CONDITIONS 2019-NOV

GENERAL TERMS AND CONDITIONS 2019-NOV is incorporated by reference and is posted at
https://www.waterboards.ca.gov/water_issues/programs/grants_loans/general_terms.html

EXHIBIT D – SPECIAL CONDITIONS

1. Notwithstanding Exhibit C, the following terms have no meaning for the purposes of this Agreement:
 - Work Completion
 - Work Completion Date
2. Each capitalized term used in this Agreement has the following meaning:
 - "Allowance" means an amount based on a percentage of the accepted bid for an eligible project to help defray the planning, design, and construction engineering and administration costs of the Project.
 - "Authorized Representative" means the duly appointed representative of the Recipient as set forth in the certified original of the Recipient's authorizing resolution that designates the authorized representative by title.
 - "Completion of Construction" means the date, as determined by the Division after consultation with the Recipient, that the work of building and erection of the Project is substantially complete, and is established on the Cover Page of this Agreement.
 - "District Office" means District Office of the Division of Drinking Water of the State Water Board.
 - "Division of Drinking Water" means the Division of Drinking Water of the State Water Board.
 - "Eligible Construction Start Date" means the date set forth on the Cover Page of this Agreement, establishing the date on or after which construction costs may be incurred and eligible for reimbursement hereunder.
 - "Eligible Work Start Date" means the date set forth on the Cover Page of this Agreement, establishing the date on or after which any non-construction costs may be incurred and eligible for reimbursement hereunder.
 - "Enterprise Fund" means the enterprise fund of the Recipient in which Revenues are deposited.
 - "Event of Default" means, in addition to the meanings set forth in Exhibit C, the occurrence of any of the following events:
 - a) A material adverse change in the condition of the Recipient, the Revenues, or the System, which the Division reasonably determines would materially impair the Recipient's ability to satisfy its obligations under this Agreement.
 - b) Failure to operate the System or the Project without the Division's approval;
 - "Final Budget Approval" means the Division-approved final budget for the Project, as set forth in Exhibit B.
 - "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the Project (i.e., costs that are not directly related to the Project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Recipient; non-project-specific accounting and personnel services performed within the Recipient organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; generic overhead or markup; and taxes.
 - "Initiation of Construction" means the date that notice to proceed with work is issued for the Project, or, if notice to proceed is not required, the date of commencement of building and erection of the Project.
 - "Net Revenues" means, for any Fiscal Year, all Revenues received by the Recipient less the Operations and Maintenance Costs for such Fiscal Year.
 - "Operations and Maintenance Costs" means the reasonable and necessary costs paid or incurred by the Recipient for maintaining and operating the System, determined in accordance with GAAP, including all

reasonable expenses of management and repair and all other expenses necessary to maintain and preserve the System in good repair and working order, and including all reasonable and necessary administrative costs of the Recipient that are charged directly or apportioned to the operation of the System, such as salaries and wages of employees, overhead, taxes (if any), the cost of permits, licenses, and charges to operate the System and insurance premiums; but excluding, in all cases depreciation, replacement, and obsolescence charges or reserves therefor and amortization of intangibles.

- "Reimbursement Request" means the Recipient's request for Project Funds from the State Water Board as set forth in Exhibit B.
- "Revenues" means, for each Fiscal Year, all gross income and revenue received or receivable by the Recipient from the ownership or operation of the System, determined in accordance with GAAP, including all rates, fees, and charges (including connection fees and charges) as received by the Recipient for the services of the System, and all other income and revenue howsoever derived by the Recipient from the ownership or operation of the System or arising from the System, including all income from the deposit or investment of any money in the Enterprise Fund or any rate stabilization fund of the Recipient or held on the Recipient's behalf, and any refundable deposits made to establish credit, and advances or contributions in aid of construction.
- "System" means all drinking water collection, transport, treatment, storage, and delivery facilities, including land and easements thereof, owned by the City of Porterville, or its successor agency, and all other properties, structures, or works hereafter acquired and constructed by the Recipient and determined to be a part of the System, together with all additions, betterments, extensions, or improvements to such facilities, properties, structures, or works, or any part thereof hereafter acquired and constructed.
- "Useful Life" means the economically useful life of the Project beginning at Project Completion and is set forth in Exhibit A.

3. Acknowledgements.

The Recipient must include the following acknowledgement in any document, written report, or brochure to be shared with the general public prepared in whole or in part pursuant to this Agreement:

"Funding for this project has been provided in full or in part under the Drinking Water State Revolving Fund, which may include capitalization funding from the United States Environmental Protection Agency through an agreement with the State Water Resources Control Board. The contents of this document do not necessarily reflect the views and policies of the foregoing, nor does mention of trade names or commercial products constitute endorsement or recommendation for use."

4. Rates and Charges. The Recipient must, to the extent permitted by law, fix, prescribe and collect rates, fees and charges for the System during each Fiscal Year which are reasonable, fair, and nondiscriminatory and which will be sufficient to generate Revenues in the amounts necessary to cover Operations and Maintenance Costs, and must ensure that Net Revenues are in an amount necessary to meet its obligations under this Agreement. The Recipient may make adjustments from time to time in such fees and charges and may make such classification thereof as it deems necessary, but shall not reduce the rates, fees and charges then in effect unless the Net Revenues from such reduced rates, fees, and charges will at all times be sufficient to meet the requirements of this section.
5. [RESERVED]
6. [RESERVED].

7. Environmental/Technical Special Conditions

Technical:

1. The Recipient shall submit its professional engineering services contract to the Division prior to disbursement of funds for costs incurred under such contract.
2. The Recipient shall not solicit bids, award a contract, or commence construction activities until final plans and specifications are approved by the Division of Drinking Water Tulare District Office Engineer and the Project Manager.
3. The Recipient must submit final consolidation agreements with Akin WC and Central MWC, in a form satisfactory to the Division, and receive written approval from the Project Manager to proceed before Project Funds may be disbursed for any Project Costs under the Agreement.
4. Upon completion of the Project the Recipient shall submit a water supply permit amendment request for review to the Division of Drinking Water Tulare District Office.

Environmental:

1. The documents identified below are incorporated by reference and the Recipient shall comply with the conditions and recommendations therein:
 - a. The Mitigation Monitoring and Reporting Program adopted by the State Water Board on June 16, 2016 for the Project. The Recipient shall implement all mitigation measures therein.
 - b. The letter dated February 12, 2020, from Patricia Cole of the United States Fish and Wildlife Service, San Joaquin Valley Division to Douglas E. Eberhardt of the United States Environmental Protection Agency, including, but not limited to, the following:
 - i. Implement Avoidance and Minimization Measures and Best Management Practices prior to and during construction activities to minimize and avoid effects to the San Joaquin kit fox.
 - c. The Mitigation Monitoring and Reporting Program adopted by the City of Porterville on April 21, 2020 for the Central Mutual Water Company Consolidation Project. The Recipient shall implement all mitigation measures therein.
2. In the Recipient's Quarterly Reports submitted pursuant to this Agreement, the Recipient shall include a discussion of the status of its compliance with environmental measures identified in this Exhibit D, with separate sections clearly labeled and titled, discussing the status of Recipient's compliance.
3. In the Recipient's Project Completion Report submitted pursuant to this Agreement, the Recipient shall include a discussion of its compliance with environmental measures identified in this Exhibit D, with separate sections clearly labeled and titled, discussing the status of Recipient's compliance.
8. [RESERVED].
9. Appointment of Receiver/Custodian. Upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the State Water Board under this Agreement, the State Water Board may make application for the appointment of a receiver or custodian of the Revenues, pending such proceeding, with such power as the court making such appointment may confer.
10. [RESERVED].
11. Damages for Breach of Federal Conditions. In the event that any breach of any of the provisions of this Agreement by the Recipient results in the failure of Project Funds to be used pursuant to the provisions of this Agreement, or if such breach results in an obligation on the part of the State or any subdivision or agency thereof to reimburse the federal government, the Recipient must immediately reimburse the State or any subdivision or agency thereof in an amount equal to any damages paid by or loss incurred by the State or any subdivision or agency thereof due to such breach.

12. [RESERVED].

13. Operation and Maintenance. The Recipient shall sufficiently and properly staff, operate, and maintain the facility and structures constructed or improved as part of the project throughout the term of this Agreement, consistent with the purposes of this Agreement. The Recipient assumes all operations and maintenance costs of the facilities and structures; the State Water Board shall not be liable for any cost of such maintenance, management or operation.

14. Insurance. The Recipient will procure and maintain or cause to be maintained insurance on the System and Project with responsible insurers, or as part of a reasonable system of self-insurance, in such amounts and against such risks (including damage to or destruction of the System or Project) as are usually covered in connection with systems similar to the System or Project. Such insurance may be maintained by a self-insurance plan so long as such plan provides for (i) the establishment by the Recipient of a separate segregated self-insurance fund in an amount determined (initially and on at least an annual basis) by an independent insurance consultant experienced in the field of risk management employing accepted actuarial techniques and (ii) the establishment and maintenance of a claims processing and risk management program. In the event of any damage to or destruction of the System or Project caused by the perils covered by such insurance, the net proceeds thereof shall be applied to the reconstruction, repair or replacement of the damaged or destroyed portion of the System or Project. The Recipient must begin such reconstruction, repair or replacement as expeditiously as possible, and must pay out of such net proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same must be completed and the System and Project must be free and clear of all claims and liens. Recipient agrees that for any policy of insurance concerning or covering the construction of the Project, it will cause, and will require its contractors and subcontractors to cause, a certificate of insurance to be issued showing the State Water Board, its officers, agents, employees, and servants as additional insured; and must provide the Division with a copy of all such certificates prior to the commencement of construction of the Project.

15. Notice Events. Upon the occurrence of any of the following events, the Recipient must notify the Division's Deputy Director and Party Contacts by phone and email within the time specified below:

- a. The Recipient must notify the Division within 24 hours by phone at (916) 327-9978 and by email to DrinkingWaterSRF@waterboards.ca.gov of any discovery of any potential tribal cultural resource and/or archaeological or historical resource. Should a potential tribal cultural resource and/or archaeological or historical resource be discovered during construction or Project implementation, the Recipient must ensure that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the Division has determined what actions should be taken to protect and preserve the resource. The Recipient must implement appropriate actions as directed by the Division.
- b. The Recipient must notify the Division promptly of the occurrence of any of the following events:
 - i. Bankruptcy, insolvency, receivership or similar event of the Recipient, or actions taken in anticipation of any of the foregoing;
 - ii. Change of ownership of the Project (no change of ownership may occur without written consent of the Division);
 - iii. Loss, theft, damage, or impairment to Project;
 - iv. Events of Default, except as otherwise set forth in this section;

- v. A proceeding or action by a public entity to acquire the Project by power of eminent domain.
- vi. Any litigation pending or threatened with respect to the Project or the Recipient's technical, managerial or financial capacity or the Recipient's continued existence;
- vii. Consideration of dissolution, or disincorporation;
- viii. Enforcement actions by or brought on behalf of the State Water Board or Regional Water Board.
- ix. The discovery of a false statement of fact or representation made in this Agreement or in the application to the Division for this funding, or in any certification, report, or request for reimbursement made pursuant to this Agreement, by the Recipient, its employees, agents, or contractors;
- x. Any substantial change in scope of the Project. The Recipient must undertake no substantial change in the scope of the Project until prompt written notice of the proposed change has been provided to the Division and the Division has given written approval for the change;
- xi. Any circumstance, combination of circumstances, or condition, which is expected to or does delay Completion of Construction for a period of ninety (90) days or more;
- xii. Any Project monitoring, demonstration, or other implementation activities required in this Agreement;
- xiii. Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by state representatives with at least ten (10) working days' notice to the Division;
- xiv. Any event requiring notice to the Division pursuant to any other provision of this Agreement.
- xv. Completion of work on the Project.
- xvi. The Recipient must promptly notify the Division and Party Contacts of cessation of all major construction work on the Project where such cessation of work is expected to or does extend for a period of thirty (30) days or more;
- xvii. The Recipient must promptly notify the Division and Party Contacts of the discovery of any unexpected endangered or threatened species, as defined in the federal Endangered Species Act. Should a federally protected species be unexpectedly encountered during implementation of the Project, the Recipient agrees to promptly notify the Division. This notification is in addition to the Recipient's obligations under the federal Endangered Species Act;
- xviii. The Recipient must promptly notify the Division and Party Contacts of Completion of Construction, and Project Completion;
- xix. The Recipient must promptly notify the Division and Party Contacts of the award of the prime construction contract for the Project; and the Recipient must promptly notify the Division and Party Contacts of Initiation of construction of the Project.

xx. The occurrence of a material breach or event of default under any Recipient obligation that results in the acceleration of principal or interest or otherwise requires immediate prepayment, repurchase or redemption.

xxi. [RESERVED].

16. Continuous Use of Project; No Lease, Sale, Transfer of Ownership, or Disposal of Project. The Recipient agrees that, except as provided in this Agreement, it will not abandon, substantially discontinue use of, lease, sell, transfer ownership of, or dispose of all or a significant part or portion of the Project during the Useful Life of the Project without prior written approval of the Division. Such approval may be conditioned as determined to be appropriate by the Division, including a condition requiring repayment of all disbursed Project Funds or all or any portion of all remaining funds covered by this Agreement together with accrued interest and any penalty assessments that may be due.
17. State Cross-Cutters. Recipient represents that, as applicable, it complies and covenants to maintain compliance with the following for the term of the Agreement:
- a) The California Environmental Quality Act (CEQA), as set forth in Public Resources Code 21000 et seq. and in the CEQA Guidelines at Title 14, Division 6, Chapter 3, Section 15000 et seq.
 - b) Water Conservation requirements, including regulations in Division 3 of Title 23 of the California Code of Regulations.
 - c) Monthly Water Diversion Reporting requirements, including requirements set forth in Water Code section 5103.
 - d) Public Works Contractor Registration with Department of Industrial Relations requirements, including requirements set forth in Sections 1725.5 and 1771.1 of the Labor Code.
 - e) Volumetric Pricing & Water Meters requirements, including the requirements of Water Code sections 526 and 527.
 - f) Urban Water Management Plan requirements, including the Urban Water Management Planning Act (Water Code, § 10610 et seq.).
 - g) Urban Water Demand Management requirements, including the requirements of Section 10608.56 of the Water Code.
 - h) Delta Plan Consistency Findings requirements, including the requirements of Water Code section 85225 and California Code of Regulations, title 23, section 5002.
 - i) Agricultural Water Management Plan Consistency requirements, including the requirements of Water Code section 10852.
 - j) Charter City Project Labor Requirements, including the requirements of Labor Code section 1782 and Public Contract Code section 2503.
 - k) The Recipient agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with directives or orders issued pursuant to Division 7 of the Water Code.
18. Financial Management Systems. The Recipient must comply with federal standards for financial management systems. The Recipient agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit preparation of reports required by the federal government and tracking of Project funds to a level of expenditure adequate to establish that such funds have not been

used in violation of federal or state law or the terms of this Agreement. To the extent applicable, the Recipient is bound by, and must comply with, the provisions and requirements of the federal Single Audit Act of 1984 and 2 CFR Part 200, subpart F, and updates or revisions, thereto.

19. Access and Inspection. In addition to the obligations set forth in section 2 of the General Terms and Conditions incorporated in Exhibit C of this Agreement, the Recipient must ensure that the United States Environmental Protection Agency, the Office of Inspector General, any member of Congress, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during the term of the Agreement.
20. Fraud, Waste, and Abuse. The Recipient shall prevent fraud, waste, and the abuse of Project Funds, and shall cooperate in any investigation of such activities that are suspected in connection with this Agreement. The Recipient understands that discovery of any evidence of misrepresentation or fraud related to reimbursement requests, invoices, proof of payment of invoices, or other supporting information, including but not limited to double or multiple billing for time, services, or any other eligible cost, may result in referral to the Attorney General's Office or the applicable District Attorney's Office for appropriate action. The Recipient further understands that any suspected occurrences of false claims, misrepresentation, fraud, forgery, theft or any other misuse of Project Funds may result in withholding of reimbursements and/or the termination of this Agreement requiring the immediate repayment of all funds disbursed hereunder.
21. Disputes. The Recipient must continue with the responsibilities under this Agreement during any dispute. The Recipient may, in writing, appeal a staff decision within 30 days to the Deputy Director of the Division or designee, for a final Division decision. The Recipient may appeal a final Division decision to the State Water Board within 30 days. The Office of the Chief Counsel of the State Water Board will prepare a summary of the dispute and make recommendations relative to its final resolution, which will be provided to the State Water Board's Executive Director and each State Water Board Member. Upon the motion of any State Water Board Member, the State Water Board will review and resolve the dispute in the manner determined by the State Water Board. Should the State Water Board determine not to review the final Division decision, this decision will represent a final agency action on the dispute. This provision does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the State Water Board, or any official or representative thereof, on any question of law. This section relating to disputes does not establish an exclusive procedure for resolving claims within the meaning of Government Code sections 930 and 930.4.
22. Additional Representations and Warranties. The Recipient makes the following representations and warranties:
 - a. [RESERVED].
 - b. The Recipient has not made any untrue statement of a material fact in its application for this financial assistance, or omitted to state in its application, a material fact that makes the statements in its application not misleading.
 - c. The Recipient agrees to fulfill all assurances, declarations, representations, and commitments in its application, accompanying documents, and communications filed in support of its request for funding under this Agreement.
 - d. The execution, delivery, and performance by Recipient of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date set forth on the first page hereof, or result in any breach or default under any contract, obligation, indenture, or other instrument to which Recipient is a party or by which Recipient is bound as of the date set forth on the Cover Page.

- e. Except as set forth in this paragraph, there are, as of the date of execution of this Agreement by the Recipient, no pending or, to Recipient's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which materially affect the financial condition or operations of the Recipient, the Revenues, and/or the Project.
 - f. There are no proceedings, actions, or offers by a public entity to acquire by purchase or the power of eminent domain any of the real or personal property related to or necessary for the Project.
 - g. The Recipient is duly organized and existing and in good standing under the laws of the State of California. Recipient must at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority. Within the preceding ten years, the Recipient has not failed to demonstrate compliance with state or federal audit disallowances.
 - h. Any financial statements or other financial documentation of Recipient previously delivered to the State Water Board as of the date(s) set forth in such financial statements or other financial documentation: (a) are materially complete and correct; (b) present fairly the financial condition of the Recipient; and (c) have been prepared in accordance with GAAP. Since the date(s) of such financial statements or other financial documentation, there has been no material adverse change in the financial condition of the Recipient, nor have any assets or properties reflected on such financial statements or other financial documentation been sold, transferred, assigned, mortgaged, pledged or encumbered, except as previously disclosed in writing by Recipient and approved in writing by the State Water Board.
 - i. The Recipient is current in its continuing disclosure obligations associated with its material debt, if any.
 - j. The Recipient has no conflicting or material obligations, except as set forth in this paragraph.
 - k. The Recipient legally possesses all real property rights necessary for the purposes of this Agreement, not subject to third party revocation, which rights extend at least to the Records Retention End Date of this Agreement, except as set forth in this paragraph.
 - l. The Recipient and its principals, to the best of the Recipient's knowledge and belief, are not presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in any work overseen, directed, funded, or administered by the State Water Board program for which this grant funding is authorized; nor have they engaged or permitted the performance of services covered by this Agreement from parties that are debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which this grant funding is authorized.
 - m. The Recipient possesses all water rights necessary for this Project.
23. Federal SRF Requirements. The Recipient acknowledges, warrants compliance with, and covenants to continuing compliance with the following federal terms and conditions for the Useful Life of the Project:
- a. Unless the Recipient has obtained a waiver from USEPA on file with the State Water Board or unless this Project is not a project for the construction, alteration, maintenance or repair of a public water system or treatment work, the Recipient shall not purchase "iron and steel products" produced outside of the United States on this Project. Unless the Recipient has obtained a waiver from USEPA on file with the State Water Board or unless this Project is not a project for the construction, alteration, maintenance or repair of a public water system or treatment work, the

Recipient hereby certifies that all "iron and steel products" used in the Project were or will be produced in the United States. For purposes of this section, the term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. "Steel" means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

- b. The Recipient must include in full the Wage Rate Requirements (Davis-Bacon) language incorporated by reference in Section 2 of this Agreement in all construction contracts and subcontracts.
- c. The Recipient shall notify the State Water Board and the USEPA contact of public or media events publicizing the accomplishment of significant events related to this Project and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.
- d. The Recipient shall comply with applicable EPA general terms and conditions found at <http://www.epa.gov/ogd>.
- e. No Recipient may receive funding under this Agreement unless it has provided its DUNS number to the State Water Board.
- f. [RESERVED]
- g. The Recipient represents and warrants that it and its principals are not excluded or disqualified from participating in this transaction as such terms are defined in Parts 180 and 1532 of Title 2 of the Code of Federal Regulations (2 CFR). If the Recipient is excluded after execution of this Agreement, the Recipient shall notify the Division within ten (10) days and shall inform the Division of the Recipient's exclusion in any request for amendment of this Agreement. The Recipient shall comply with Subpart C of Part 180 of 2 CFR, as supplemented by Subpart C of Part 1532 of 2 CFR. Such compliance is a condition precedent to the State Water Board's performance of its obligations under this Agreement. When entering into a covered transaction as defined in Parts 180 and 1532 of 2 CFR, the Recipient shall require the other party to the covered transaction to comply with Subpart C of Part 180 of 2 CFR, as supplemented by Subpart C of Part 1532 of 2 CFR.
- h. To the extent applicable, the Recipient shall disclose to the State Water Board any potential conflict of interest consistent with USEPA's Final Financial Assistance Conflict of Interest Policy at <https://www.epa.gov/grants/epas-final-financial-assistance-conflict-interest-policy>. A conflict of interest may result in disallowance of costs.
- i. USEPA and the State Water Board have the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed under this assistance agreement.
- j. Where an invention is made with Project Funds, USEPA and the State Water Board retain the right to a worldwide, nonexclusive, nontransferable, irrevocable, paid-up license to practice the invention owned by the Recipient. The Recipient must utilize the Interagency Edison extramural invention reporting system at <http://Edison.gov> and shall notify the Division when an invention report, patent report, or utilization report is filed.

- k. The Recipient agrees that any reports, documents, publications or other materials developed for public distribution supported by this Agreement shall contain the Disclosure statement set forth in Exhibit A.
- l. The Recipient acknowledges that it is encouraged to follow guidelines established under Section 508 of the Rehabilitation Act, codified at 36 CFR Part 1194, with respect to enabling individuals with disabilities to participate in its programs supported by this Project.
- m. The Recipient, its employees, contractors and subcontractors and their employees warrants that it will not engage in severe forms of trafficking in persons, procure a commercial sex act during the term of this Agreement, or use forced labor in the performance of this Agreement. The Recipient must include this provision in its contracts and subcontracts under this Agreement. The Recipient must inform the State Water Board immediately of any information regarding a violation of the foregoing. The Recipient understands that failure to comply with this provision may subject the State Water Board to loss of federal funds. The Recipient agrees to compensate the State Water Board for any such funds lost due to its failure to comply with this condition, or the failure of its contractors or subcontractors to comply with this condition. The State Water Board may unilaterally terminate this Agreement if the Recipient that is a private entity is determined to have violated the foregoing.
- n. The Recipient certifies to the best of its knowledge and belief that:
 - i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and notify the State Water Board.
 - iii. The Recipient shall require this certification from all parties to any contract or agreement that the Recipient enters into and under which the Recipient incurs costs for which it seeks disbursements under this Agreement.
- o. The Recipient must comply with the following federal non-discrimination requirements:
 - i. Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP).
 - ii. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities.
 - iii. The Age Discrimination Act of 1975, which prohibits age discrimination.
 - iv. Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex.
 - v. 40 CFR Part 7, as it relates to the foregoing.
 - vi. Executive Order 13798, including, to the greatest extent practicable and to the extent permitted by law, the requirement to respect and protect the freedom of persons and organizations to engage in political and religious speech
 - vii. All applicable federal civil rights regulations, including statutory and national policy requirements (2 CFR section 200.300).

- p. Executive Order No. 11246. The Recipient shall include in its contracts and subcontracts related to the Project the following provisions:

"During the performance of this contract, the contractor agrees as follows:"(a) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

"(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

"(c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

"(d) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

"(e) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

"(f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

"(g) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of Sept. 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, That in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

- q. The Recipient agrees to comply with the requirements of USEPA's Program for Utilization of Small, Minority and Women's Business Enterprises as set forth in this Agreement.
- r. Procurement Prohibitions under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans; 42 USC § 7606; 33 USC § 1368. Except where the purpose of this Agreement is to remedy the cause of the violation, the Recipient may not procure goods, services, or materials from suppliers excluded under the federal System for Award Management: <http://www.sam.gov/>.
- s. Uniform Relocation and Real Property Acquisition Policies Act, Pub. L. 91-646, as amended; 42 USC §§4601-4655. The Recipient must comply with the Act's implementing regulations at 49 CFR 24.101 through 24.105.
- t. The Recipient agrees that if its network or information system is connected to USEPA networks to transfer data using systems other than the Environmental Information Exchange Network or USEPA's Central Data Exchange, it will ensure that any connections are secure.
- u. All geospatial data created pursuant to this Agreement that is submitted to the State Water Board for use by USEPA or that is submitted directly to USEPA must be consistent with Federal Geographic Data Committee endorsed standards. Information on these standards may be found at www.fgdc.gov.
- v. If the Recipient is a water system that serves 500 or fewer persons, the Recipient represents that it has considered publicly-owned wells as an alternative drinking water supply.
- w. The Recipient represents that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and it is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.
- x. The Recipient agrees to immediately notify the Project Manager in writing about any allegation of research misconduct involving research activities that are supported in whole or in part with EPA funds under this Project, including fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results, or ordering, advising, or suggesting that subordinates engage in research misconduct.
- y. The Recipient agrees to comply with, and require all contractors and subcontractors to comply with, EPA's Scientific Integrity Policy, available at <https://www.epa.gov/osa/policy-epa-scientific-integrity>, when conducting, supervising, and communicating science and when using or applying the results of science. For purposes of this condition scientific activities include, but are not limited to, computer modelling, economic analysis, field sampling, laboratory experimentation, demonstrating new technology, statistical analysis, and writing a review article on a scientific issue.
- z. The Recipient shall not suppress, alter, or otherwise impede the timely release of scientific findings or conclusions; intimidate or coerce scientists to alter scientific data, findings, or professional opinions or exert non-scientific influence on scientific advisory boards; knowingly misrepresent, exaggerate, or downplay areas of scientific uncertainty; or otherwise violate the EPA's Scientific Integrity Policy. The Recipient must refrain from acts of research misconduct, including publication or reporting, as described in EPA's Policy and Procedures for Addressing Research Misconduct, Section 9.C, and must ensure scientific findings are generated and

disseminated in a timely and transparent manner, including scientific research performed by contractors and subcontractors.

- aa. The Recipient agrees to comply with the Animal Welfare Act of 1966 (7 USC 2131-2156). Recipient also agrees to abide by the "U.S. Government Principles for the Utilization and Care of Vertebrate Animals used in Testing, Research, and Training," available at <http://grants.nih.gov/grants/olaw/references/phspol.htm#USGovPrinciples>.
- bb. The Recipient certifies that no Project Funds will be used on:
 - i. Video surveillance or telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
 - ii. Telecommunications or video surveillance services produced by such entities;
 - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country; or
 - iv. Other telecommunications or video surveillance services or equipment in violation of [2 CFR 200.216](#).



CITY COUNCIL AGENDA – NOVEMBER 2, 2021

SUBJECT: Second Reading – Ordinance No. 1888, Amending Series 200 of the Porterville Development Ordinance to Allow by-Right Operation of Certain Automobile/Vehicle Service Uses in the DR-S (Downtown Retail – South of Olive Avenue) Zone District

SOURCE: Community Development

COMMENT: Ordinance No. 1888, An Ordinance of the City Council of the City of Porterville amending Sections 202.01 and 202.02 of the Porterville Development Ordinance regarding the DR-S Zone District was introduced and its first reading waived on October 19, 2021 and has been printed.

RECOMMENDATION: That the City Council waive the second reading of and adopt Ordinance No. 1888.

ATTACHMENTS: 1. Ordinance No.1888

Appropriated/Funded:

Review By:

Department Director:

Jason Ridenour, Community Development Director

Final Approver: John Lollis, City Manager

ORDINANCE NO. 1888

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
AMENDING SECTIONS 202.01 AND 202.02 OF THE PORTERVILLE
DEVELOPMENT
ORDINANCE REGARDING THE DR-S ZONE DISTRICT**

WHEREAS: On October 19, 2021 the City Council at its regularly scheduled meeting, held a public hearing to consider amendments to the Porterville Development Ordinance;

WHEREAS: The purpose of the proposed amendments is to recognize and accommodate an historic pattern of development within the Main Street corridor south of Olive Avenue, to bring a number of existing, economically-productive uses into conformance with the Development Ordinance, and to allow for future development of similar uses along the southern portion of Main Street;

WHEREAS: Pursuant to State and local environmental regulations, the proposed modifications serve to provide greater clarity to uses as identified in the Porterville 2030 General Plan, and the proposed ordinance is an implementation measure of the policies, goals and objectives of the Plan. The Environmental Coordinator made a determination on the basis of substantial evidence that no additional environmental review is necessary beyond the environmental review already considered for the General Plan and the Development Ordinance.

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

SECTION 1: Section 202.01, Purpose, of Chapter 21 of the Porterville Municipal Code is hereby amended as follows:

SECTION 202.01, Purpose

The specific purposes of the Downtown Districts are to:

- A. Maintain a thriving, vibrant Downtown compatible with surrounding land uses.
- B. Foster the location of cultural and civic uses and public open space to maintain Downtown as the civic core of the City.
- C. Provide for a range of commercial and retail services that add to a diversified economic base.
- D. Allow mixed uses to create a more vibrant community and offer additional opportunities for housing for residents requiring convenient access to community services and less dependency on auto transportation.
- E. Ensure that development is visually attractive and pedestrian friendly.
- F. Preserve and enhance the pedestrian-oriented environment of the Downtown area.
- G. Ensure that potential development and redevelopment is integrated into the Downtown and supports the vitality of the area.

Additional purposes of each district within the Downtown Districts:

DR-N Downtown Retail - North of Olive Avenue. Maintain the pedestrian- and transit-oriented environment of retail, restaurants, services, and government offices in the heart of Porterville's Downtown, focused on Main Street. Maintain the traditional Downtown character, with buildings built immediately adjacent to the sidewalk, active commercial uses on the ground floor, ample on-street parking, and a visually attractive streetscape with trees, historic street lights, benches, and other pedestrian amenities.

DR-S Downtown Retail - South of Olive Avenue. Create an attractive commercial corridor that provides a welcoming gateway at the southern entrance to Downtown while offering a broader mix of service-oriented establishments characteristic of historic development in the area. Buildings should line the street, with street trees along the entire length of the street, and small landscaped front yards between the buildings and the sidewalk.

DR-D Downtown Retail - D Street Corridor. Provide for a mix of medium-scale retail and service uses in a manner compatible with the Downtown pedestrian environment. Buildings should line the street, with deep landscaped front yards and rows of trees.

D-MX Downtown Mixed-Use. Create a mixed-use area that attracts businesses and residents to locate Downtown, and provides a transition area between commercial areas and residential neighborhoods. Allow a mix of commercial, service, office, and residential uses that do not adversely impact one another in a significant way. Create an attractive streetscape of buildings that line the street, with landscaping and trees tailored to the width and the existing design character of the street.

D-PO Downtown Professional Office. Encourage the adaptive re-use of existing buildings with office and professional uses, and infill of new office buildings, in order to provide convenient services to local residents and businesses, complement nearby retail development, and maintain the historic residential character of the area. Maintain the pattern of small lots, historic residential building forms, landscaped front yards, and street trees in planter strips.

D-PS Downtown Public and Semi-Public. Provide areas for larger-scale public facilities that serve the community, with a focus on integrating development into the Downtown. Encourage land uses and design features that enhance the vitality, character and quality of life of the Downtown and surrounding residential areas. Ensure that the traditional block pattern of Downtown is maintained. Incorporate public streets and pedestrian walkways that connect these larger scale projects to Downtown streets and walkways. Design streets with attractive landscaped front yards and street trees, consistent with the character of existing and adjoining streets.

DRM-2 Downtown Medium Density Residential. Encourage a variety of housing types, such as small-lot single-family homes, detached zero lot line developments, duplexes, townhouses, and garden apartments with a maximum residential density of 16.5 units per acre in the Downtown area. Encourage housing in Downtown to provide opportunities for residents to live in close proximity to community services and retail establishments, and to help support the vitality of Downtown businesses. Maintain the existing character of buildings that front the street, landscaped front yards, and street trees.

DRM-3 Downtown High Density Residential. Facilitate the development of attached homes, two- to four-plexes, and apartment or condominium buildings with a maximum residential density of 33.0 units per acre in Downtown, to create a more vibrant community and offer additional opportunities for housing for residents requiring convenient access to community services and less dependency on auto transportation. Maintain the existing character of buildings that front the street, landscaped front yards, and street trees.

D-GC Downtown General Commercial. Provide areas for retail, service, and heavier commercial uses that meet local and community needs in a manner complimentary to the adjacent Downtown pedestrian-oriented environment.

SECTION 2: Section 202.02, Land Use Regulations – Downtown Districts, of Chapter 21 of the Porterville Municipal Code is hereby amended as follows:

Use Classification	DR-N	DR-S	DR-D	D-MX	DRM-2	DRM-3	D-PO	D-GC	D-PS	Additional Regulations
Residential use classifications:										
Single-family dwelling:	See sub-classifications below									
Attached	P(1)	-	-	-	P	P	-	-	-	
Multi-family residential	P(1)	P(2)	-	P	P	P	P(1)	-	-	Section 201.04(b)
Family day care home:	See sub-classifications below									
Small	P	P	-	P	P	P	P	-	-	
Large	-	-	-	P	P	P	-	-	-	Section 301.07, "Family Daycare Home, Large"
Group residential	-	-	-	P(3)	P	P	-	-	-	
Mixed use development				C						Section 203.04, "Supplemental Regulations"
Residential care facilities, limited	P	P	-	P	P	P	P	-	-	
Single room occupancy hotels	-	-	-	C(1)	-	-	-	-	-	Section 301.18, "Single Room Occupancy Hotels"
Public and semi-public use classifications:										
Clubs and lodges	C(4)	P	P	P	-	-	P(5)	P	-	Section 301.02, "Alcoholic Beverage Sales"
Colleges and trade schools, public or private	C(5)	C	C	C	-	-	C	C	P	
Community center	-	-	-	C	-	-	-	-	P	
Cultural institutions	C(5)	C	C	C	-	-	P	C	P	
Day care centers	C	C	C	C	C	C	P	-	C	
Elderly and long term care	-	-	-	-	P	P	P	-	-	

Government offices	P	P	P	-	-	-	P	-	P	
Instructional services	P(5)	P	P	P	-	-	P	P	P	
Park and recreation facilities, public	P	P	P	P	P	P	P	P	P	
Religious facilities	-	-	-	C	C	C	-	-	-	
Residential care facilities, general	-	-	-	-	C	C	-	-	-	<u>Section 301.15, "Residential Care Facilities, General"</u>
Schools, public or private	P(4)	P	P	P	-	-	-	-	P	
Social service facilities	-	-	-	C	C	C	-	-	-	<u>Section 301.19, "Social Service Facilities"</u>
Commercial use classifications:										
Animal care, sales, and services:	See sub-classifications below									
Kennels	-	-	C	-	-	-	-	C	-	
Pet stores	M(6)	P(6)	P(6)	M(6)	-	-	-	P(6)	-	
Veterinary services, small	-	-	C	-	-	-	-	P	-	
Artists' studios	P	P	P	P	-	-	-	P	-	
Automobile/vehicle sales and services:	See sub-classifications below									
Automobile/vehicle rentals	-	-	-	-	-	-	-	P	-	
Automobile/vehicle sales and leasing	-	C	C(7)	-	-	-	-	P	-	
Automobile/vehicle service and repair, major	-	P	C	-	-	-	-	C	-	<u>Section 301.04, "Automobile/Vehicle Service And Repair, Major And Minor"</u>
Automobile/vehicle service and repair, minor	-	P	C(7)	-	-	-	-	P	-	<u>Section 301.04, "Automobile/Vehicle Service And Repair, Major And Minor"</u>
Automobile/vehicle service and repair, washing	-	P	-	-	-	-	-	C	-	<u>Section 301.05, "Auto Service Stations And Car Washing"</u>
Service station	-	-	-	-	-	-	-	C	-	<u>Section 301.05, "Auto Service Stations And Car Washing"</u>
Banks and financial institutions:	See sub-classifications below									
Banks and credit unions	P(8)	P(8)	P	P(8)	-	-	P(8)	P	-	
Bed and breakfasts	-	-	-	P(3)	-	P(3)	P(3)	-	-	
Building materials and services	-	-	-	-	-	-	-	P(9)	-	
Business services	P(10)	P(10)	P(10)	P(10)	-	-	P	P	-	
Cannabis dispensary	P	P	P	P	-	-	-	P	-	<u>Municipal Code chapter 15, article VII</u>
Commercial entertainment and recreation:	See sub-classifications below									
Cinema/theaters	C	C	C	C	-	-	-	C	-	<u>Section 301.02, "Alcoholic Beverage Sales"</u>

Downtown entertainment	-	-	C	C	-	-	-	C	C	Section 301.02, "Alcoholic Beverage Sales"
Small-scale	C	C	C	C	-	-	-	C	-	Section 301.02, "Alcoholic Beverage Sales"
Eating, drinking, and smoking establishments:	See sub-classifications below									
Bars/night clubs/lounges	C	C	C	C	-	-	-	C	-	Sections 300.08 , "Outdoor Seating"; and 301.02 , "Alcoholic Beverage Sales"
Coffee shops/cafes	P(8)	P(8)	P(8)	P(8)	-	-	P(8)	P(8)	P(8,13)	Section 300.08, "Outdoor Seating"
Restaurants	P(8)	P(8)	P(8)	P(8)	-	-	P(8)	P(8)	P(8,13)	Sections 300.08 , "Outdoor Seating"; and 301.02 , "Alcoholic Beverage Sales"
Tobacco bars	C	C	C	C	-	-	-	C	-	
Food and beverage retail sales, less than 5,000 square feet	P	P	P	P	-	-	P(11)	P	P(11)	Section 301.02, "Alcoholic Beverage Sales"
Food and beverage retail sales, more than 5,000 to 50,000 square feet	P	P	P	P	-	-	-	-	-	Section 301.02, "Alcoholic Beverage Sales"
Hotels and motels	C	C	C	C	-	-	-	C	-	
Bed and breakfasts	-	-	-	P(3)	-	P(3)	P(3)	-	-	
Maintenance and repair services less than 1,500 square feet	-	-	-	-	-	-	-	P(12)	-	
Medical facilities:	See sub-classifications below									
Medical clinic	-	P	P	P	-	-	P	P	P	
Professional/medical	P(13)	P	P	P	-	-	P	P	P	
Mixed use development				C						Section 203.04, "Supplemental Regulations"
Nurseries and garden centers	-	C	C	C	-	-	-	P	-	
Offices:	See sub-classifications below									
General offices	P(13)	P	P	P	-	-	P	P	P	
Walk-in clientele	P	P	P	P	-	-	P	P	P	
Parking, public or private	P	P	P	P	P	P	P	P	P	
Personal services	P	P	P	P	-	-	P	P	-	
Retail sales, less than 50,000 square feet	P	P	P	P	-	-	P(11)	P	-	
Retail sales, more than 50,000 square feet	C	C	C	C	-	-	-	C	-	
Industrial use classifications:										
Handicraft/custom manufacturing	-	-	-	-	-	-	-	P	-	
Industry, limited	-	-	-	-	-	-	-	C	-	
Recycling facilities:	See sub-classifications below									

Recycling collection facility	-	C	-	-	-	-	-	C	C	Section 301.14, "Recycling Facilities"
Reverse vending machine	-	P	P	P	-	-	-	P	P	Section 301.14, "Recycling Facilities"
Transportation, communication, and utilities use classifications:										
Communication facilities:	See sub-classifications below									
Antenna and transmission towers, camouflage facilities	P(14)	P(14)	P(14)	P(14)	-	-	P(14)	P(14)	P(14)	Section 301.20, "Telecommunication Facilities"
Antenna and transmission towers, non-camouflage facilities	C(14)	C(14)	C(14)	C(14)	-	-	C(14)	C(14)	C(14)	Section 301.20, "Telecommunication Facilities"
Broadcasting facility	-	M	M	M	-	-	-	M	-	Section 301.20, "Telecommunication Facilities"
Call center	-	-	-	-	-	-	P(5)	P(5)	P	
Recording studio	-	-	P(6)	P(6)	-	-	-	P(6)	-	
Transportation passenger terminals	P(15)	P(15)	P(15)	-	-	-	-	-	-	
Utilities, minor	P	P	P	P	P	P	P	P	P	
Other applicable types:										
Accessory uses and structures	P	P	P	P	P	P	P	P	P	Section 301.01, "Accessory Uses And Structures"
Home occupations	P	P	P	P	P	P	-	-	-	Section 301.09, "Home Occupations"
Second dwelling unit	-	-	-	-	P	P	-	-	-	Section 301.16, "Second Dwelling Units"
Nonconforming use	Chapter 307, "Nonconforming Uses, Structures, And Lots"									
Temporary use	Section 301.21, "Temporary Uses"									

SECTION 3: This ordinance shall be in full force and effect thirty (30) days from and after its publication and passage.

PASSED, APPROVED, AND ADOPTED this 2nd day of November, 2021.

Adrian Monte Reyes, Mayor

ATTEST:
John D. Lollis, City Clerk

By _____
Patrice Hildreth, Chief Deputy City Clerk



CITY COUNCIL AGENDA – NOVEMBER 2, 2021

SUBJECT: Porterville StoreIT Impact Fee Analysis

SOURCE: Engineering and Project Management

COMMENT: Building permit BLDC0121-0109 was issued on July 28, 2021 for a new storage facility located at 167 W. Poplar Avenue (former Beckman Coulter site). Impact fee calculations are part of the building permit process and were calculated according to the fee schedule in effect at the time of building permit submittal. The applicant filed a fee protest letter claiming that the impact fees are not appropriate for the use of the project.

Staff met with the developer and consultant on September 8, 2021 to discuss the basis of application of the impact fees on the project. Direction was given to staff to further investigate the fee history of the project site and upon additional research, notes were found stating that the "north acreage" paid water fees and the "south acreage" paid sewer fees. Although storm drain fees were adopted by the City Council Resolution No. 1104 in 1977, the City has no record that fees were collected upon Beckman's development in 1979 due to the lack of storm drain infrastructure in the area and subsequent development of onsite retention. Further development in the area since 1979, most notably the nearby Walmart Distribution Center, has caused storm drain infrastructure to now be available for connection.

The StoreIT development created improved areas outside of the north and south acreages, however, given the water and sewer usage will be significantly less due to the change in use of the site (as compared to the former Beckman operations), no water or sewer impact fees are proposed to be assessed with the approved project. In addition, StoreIT's consultant has demonstrated sufficient capacity exists to retain storm water runoff of the additional improved areas in the existing onsite retention basin.

In regard to storm drain impact fees, staff is using the same approach that was most recently used for the South County Detention Facility, in that although all of the site runoff is self-contained, the project was still assessed storm drain impact fees based on improved areas as provided by Municipal Code Section 19A-21. In the case of the StoreIT project, 218,330 sf of improved area was added to the site. This equals 5.01 acres X \$17,296/ac = \$86,652.96 due in storm drain impact fees.

As an anecdote, the onsite retention basin developed by Beckman was the cause of groundwater contamination in that vicinity, resulting in designation by the

U.S. Environmental Protection Agency (EPA) as a Superfund site and required significant mitigation measures by Beckman. The last remaining segment of the subject property was just recently formally deleted from the EPA's National Priorities List and published in the Federal Register on September 14, 2021.

Staff seeks direction from Council to review its application of the impact fee sections of the Municipal Code.

RECOMMENDATION: That the City Council provide direction on staff's application of impact fee sections of the Municipal Code.

ATTACHMENTS:

1. StoreIT Site Overlay
2. StoreIT Initial Impact Fee Calculations
3. StoreIT Impact Fees Protest Letter - July 28, 2021
4. Beckman Water and Sewer Impact Fees - July 27, 1979
5. City Council Resolution No. 1104 (1977 - Storm Drainage Systems)
6. StoreIT Improved Areas
7. Municipal Code: Chapter 19A Storm Drainage Systems
8. South County Detention Facility Fees Letter and Calculations

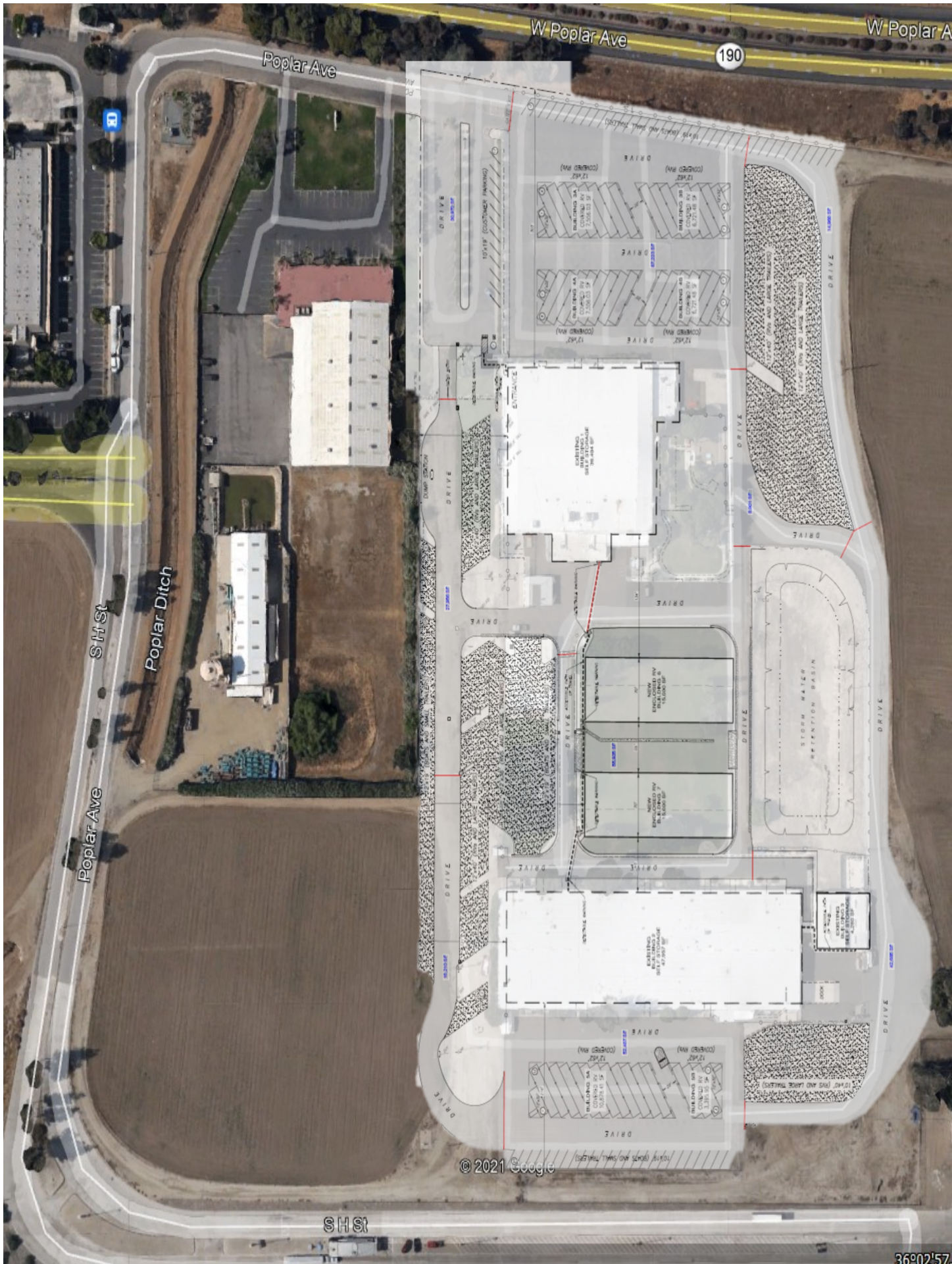
Appropriated/Funded:

Review By:

Department Director:

Javier Sanchez, Engineering & Project Management Director

Final Approver: John Lollis, City Manager



W Poplar Ave

W Poplar A

190

Poplar Ave

S H St

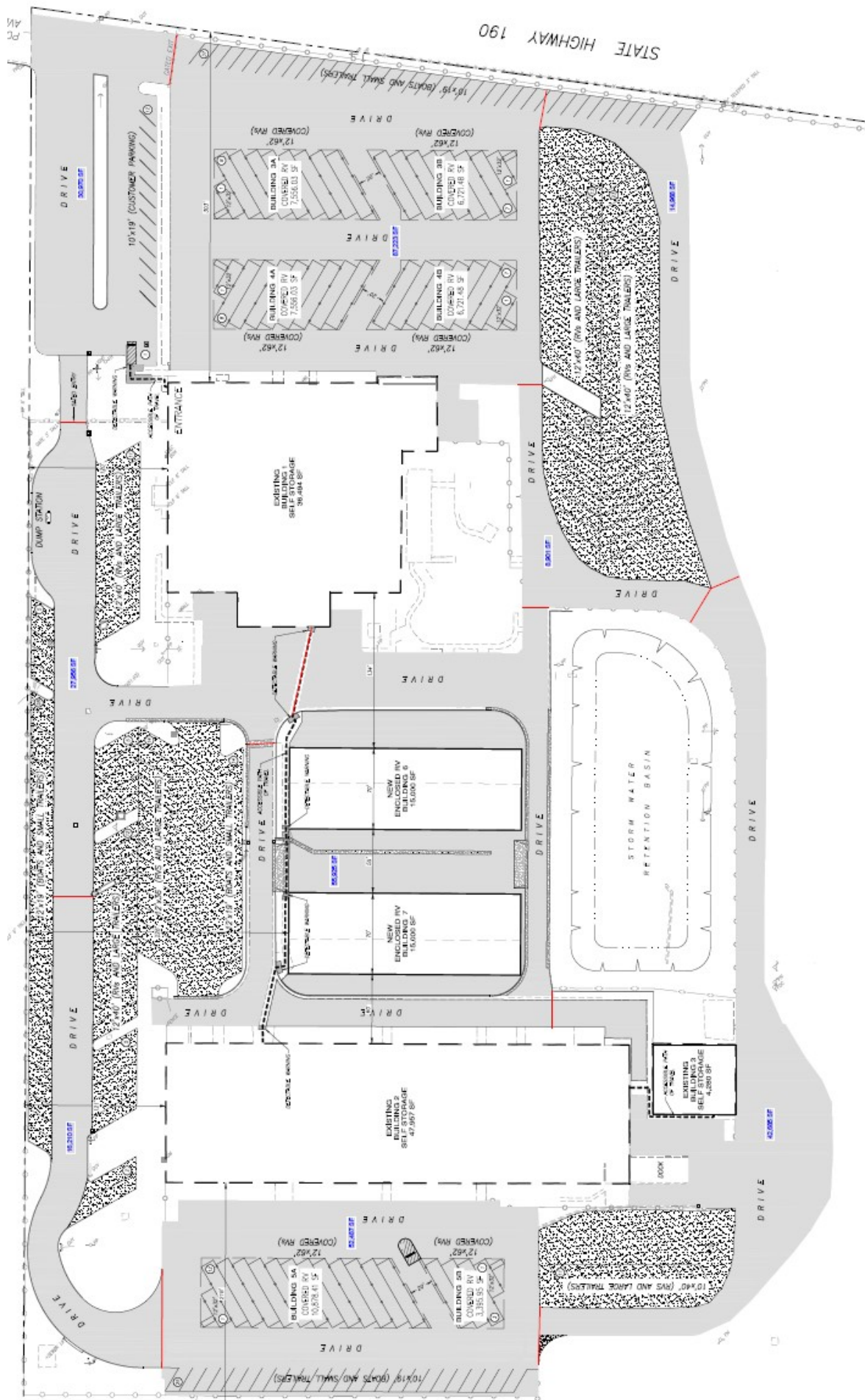
Poplar Ditch

Poplar Ave

© 2021 Google

S H St

36°02'57"



APPLICATION AND RECORD OF UTILITY FEES

INSIDE CITY _____

OWNER _____

ADDRESS 617 W Poplar Ave

APN _____

SUB _____

LOT _____ P.M. _____

PAR. _____

SINGLE FAMILY ☐ MULTIPLE FAMILY ☐COMMERCIAL & P.O. ☐INSTITUTIONAL ☒

NO OF UNITS _____

WATER

REIMBURSE RES NO _____
REIMBURSE CONN _____
ACREAGE AT 22,124 = 220,067.12
CONN AT _____ = _____
SERVICE _____ = _____
METER _____ = _____
BACKFLOW DEVICE _____ = _____
TOTAL CHARGE \$220,067.12
PAID

STORM \$170,884.48

WATER TAP _____
CALK _____
CKD _____
DATE _____
FIRE HYDRANT @ _____ /FT.= _____

INFORMATION FOR MAP
ON BACK

1. FRONT YARD
FRONT FOOTAGE _____
2. ACREAGE
LOT SIZE (S) _____
1/2 OF STREET (S) _____
SQ.FT. _____ X _____
= _____
LESS CORNER LOT
- _____
TOTAL SQUARE
FOOTAGE = _____
ACREAGE TOTAL SQ.FT./
43,560 = 9.88

INDUSTRIAL SEWER

REIMBURSE RES.NO. _____
REIMBURSE CONN. _____
ACREAGE AT 14,290 = 141,185.20
CONN. 6" AT _____ = _____
8" UP AT _____ = _____
TREATMENT FEE _____ = _____
PAID
TOTAL CHARGE \$141,185.20
CALK. _____
CKD. _____
DATE _____ SEWER TAP _____
STREET LIGHT @ _____ /FT.= _____

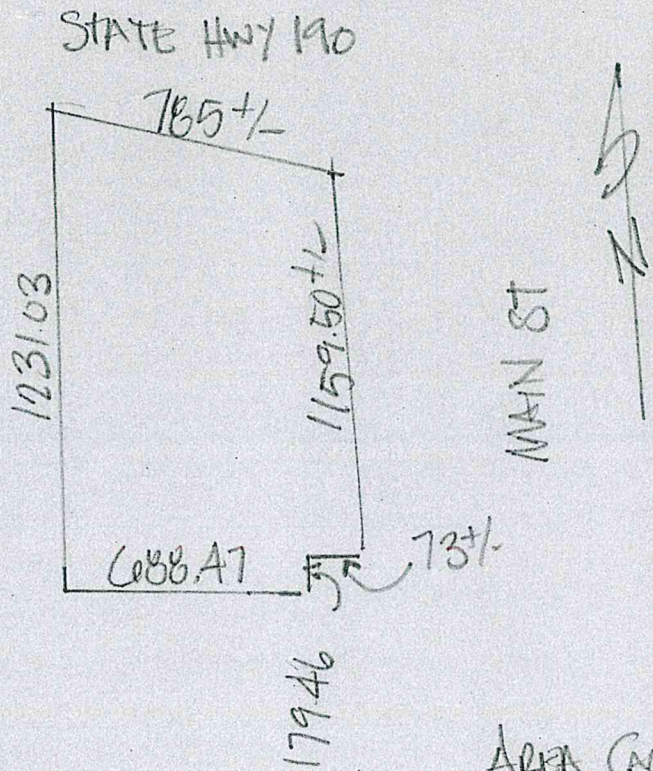
APPLICATION AND RECORD OF UTILITY FEES

INSIDE CITY

YES

OWNER PORTERVILLE STORAGE ADDRESS 101 W. POPLAR AVE APN 269-050-037
 SUB _____ LOT _____ P.M. _____ PAR. _____
 SINGLE FAMILY ☐ MULTIPLE FAMILY ☐ COMMERCIAL & P.O. ☒ INSTITUTIONAL ☐ NO OF UNITS 7

WATER	INFORMATION FOR MAP ON BACK	SEWER
REIMBURSE RES NO _____	1. FRONT YARD FRONT FOOTAGE <u>785</u>	REIMBURSE RES. NO. _____
REIMBURSE CONN _____	2. ACREAGE LOT SIZE (S) _____	REIMBURSE CONN. _____
ACREAGE AT <u>2959</u> = <u>29,134.92</u>	1/2 OF STREET (S) _____	ACREAGE AT <u>3397</u> = <u>33,562.36</u>
CONN AT _____ = <u>0</u>	SQ. FT. _____ X _____	CONN. 6" AT _____ = <u>0</u>
SERVICE _____ = <u>0</u>	LESS CORNER LOT _____	8" UP AT _____ = <u>0</u>
METER _____ = <u>0</u>	TOTAL SQUARE FOOTAGE = _____	TREATMENT FEE _____ = <u>0</u>
BACKFLOW DEVICE _____ = <u>0</u>	ACREAGE TOTAL SQ. FT. / 43,560 = <u>9.88 ac</u>	PAID
TOTAL CHARGE <u>\$29,234.92</u>	SEE BACK	TOTAL CHARGE <u>\$33,562.36</u>
PAID		CALK. <u>cal</u>
Well to be abandoned to County Standards		CKD. _____
TRANS <u>0</u>		DATE <u>6/28/21</u>
PARKS <u>0</u>		SEWER TAP <u>E</u>
WATER TAP <u>E</u>		STREET LIGHT @ <u>4.25</u> /FT. = <u>3326.25</u>
CALK <u>cal</u>		
CKD _____		
DATE <u>6/28/21</u>		
FIRE HYDRANT @ <u>6.52</u> /FT. = <u>5,118.20</u> per dc		



CITY OF PORTERVILLE

RECH: 03076929 7/28/2021 4:59 PM
 TRAN: 7.0000 ENERGY PAYMENT

OPER: ST TERM: 004

STORM DRAIN 18383

REIMBURSE RES. NO. _____ TENDERED: 12,717.90 1 CHECK(S)
 PORTION MET BY SUB APPLIED: 12,717.90
 0% 50% NCE: 0.01 100%
 PAID

ACREAGE FEE
 AT 17,296 = 170,884.48

TOTAL CHARGE \$170,884.48CALK. calCKD. calDATE 6/28/21STREET TREES @ 0 /FT. = 0

AREA CALC'D FROM PARTIAL SITE PLAN (NTS)
 871,841 # +/- - 20% AC
 AREA PREVIOUSLY CHARGED = 10.12 AC
 = 9.88 AC - USED

EXHIBIT 'H'
CONNECTION FEES

		EFFECTIVE DATE	
	<u>SEWER TRUNK LINE FEES</u>	7/1/19	7/15/20*
1.	Hillside Development - per acre (Δ 142-02) ◇ _	\$1,264	\$1,283
2.	Single Family (RS-1 & RS-2) - per acre (Δ 94-90)	\$2,371	\$2,406
3.	Duplex (RM-1) - per acre (Δ 94-90)	\$5,506	\$5,588
4.	Multiple Family (RM-2 & RM-3) - per acre (Δ 94-90)	\$12,845	\$13,035
5.	Institutional - per acre**(Δ 94-90)	\$892	\$906
6.	Commercial & Professional Office - per acre**(Δ 94-90)	\$3,347	\$3,397
7.	Industrial - per acre**(Δ 94-90)	\$14,290	\$14,503

		EFFECTIVE DATE	
	<u>TREATMENT PLANT FEES</u>	7/01/19	7/15/20*
1.	Single Family and Multiple Family - per unit (Δ 67-03)	\$3,885	\$3,943
2.	Commercial and Industrial - per sewer connection (Δ 67-03)	\$13.88 (per gpd) (\$3,885)	\$14.09 (per gpd) (\$3,943)

		EFFECTIVE DATE	
	<u>SEWER CONNECTION CHARGES</u>	7/01/19	7/15/20*
1.	Six Inch or Smaller - per foot	\$12.81	\$13.00
2.	Eight Inch - per foot	\$16.80	\$17.05

		EFFECTIVE DATE	
	<u>WATER TRUNK FEES</u>	7/01/19	7/15/20*
1.	Hillside Development - per acre (Δ 142-02) ◇ _	\$1,861	\$1,888
2.	Single Family (RS-1 & RS-2) - per acre (Δ 93-90)	\$3,879	\$3,937
3.	Duplex (RM-1) - per acre (Δ 93-90)	\$9,711	\$9,855
4.	Multiple Family (RM-2 & RM-3) - per acre (Δ 93-90)	\$22,671	\$23,008
5.	Institutional**(Δ 93-90)	\$2,532	\$2,569
6.	Commercial and Professional Office - per acre**(Δ 93-90)	\$2,916	\$2,959
7.	Commercial Crop Cultivation – per acre**(Ord. 1813) D	\$728	\$739
8.	Industrial - per acre**(Δ 93-90)	\$22,392	\$22,724

		EFFECTIVE DATE	
	<u>WATER CONNECTION FEE</u>	7/01/19	7/15/20*
1.	Connection Charges - per foot	\$10.94	\$11.10

		EFFECTIVE DATE	
	<u>STREET LIGHT FEES</u>	7/01/19	7/15/20*
1.	Multiple Family - per foot	\$3.32	\$3.37
2.	Commercial/Industrial - per foot	\$4.19	\$4.25

<u>STORM DRAINAGE FEES</u>		EFFECTIVE DATE	
		7/01/19	7/15/20*
1.	Single Family (RS-1 & RS-2) - per acre (inc. Hillside Dev.) (Δ 95-90)	\$6,390	\$6,485
2.	Duplex (RM-1) - per acre (Δ 95-90)	\$8,523	\$8,650
3.	Multiple Family (RM-2 & RM-3) - per acre (Δ 95-90)	\$12,788	\$12,978
4.	Commercial, Industrial & Institutional - per acre (Δ 95-90)	\$17,043	\$17,296
<u>FIRE HYDRANT FEES</u>		EFFECTIVE DATE	
		7/01/19	7/15/20*
1.	Multiple Family - per foot	\$4.34	\$4.40
2.	Commercial/Industrial - per foot	\$6.42	\$6.52
<u>TRANSPORTATION IMPACT FEES</u> ◇ _		EFFECTIVE DATE	
		7/01/19	7/15/20*
1.	Single Family (RS-1 & RS-2) per unit (Δ 50-98)	\$1,367	\$1,298^
2.	Multiple Family (per unit) (Δ 50-98)	\$924	\$877^
3.	General Office/ Institutional (per 1,000 sq ft of gross floor) (Δ 50-98)	\$3,518	\$3,570
4.	Commercial (per 1,000 square feet of gross floor area) (Δ 50-98)	\$6,691	\$6,791
5.	Light Industrial (per 1,000 square feet of gross floor area) (Δ 50-98)	\$997	\$1,012
<u>FRONTAGE IMPROVEMENT VALUATION THRESHOLD</u>		EFFECTIVE DATE	
		7/01/19	7/15/20*
1.	Frontage Improvements are required when the Building Permit valuation is over ◆ (Beginning 2/19/04 - over a two-year period)	\$24,296	\$24,657

*MO # TBD – Based on ENR Index = 11396.97

MO #17-060419 – Based on ENR Index = 11227.88

MO #13-061918 - Based on ENR Index = 10958.79

MO #12-060617 - Based on ENR Index = 10277.64

MO #16-060716 - Based on ENR Index = 10242.09

MO #13-060215 Approved increase of all suspended years (17% total as compounded)

FY 2014/2015 No report sent to City Council

MO #16-040213 Fee increase suspended for one year

MO #09-041712 Fee increase suspended for one year

MO #13-041911 Fee increase suspended for one year

MO #20-040610 Fee increase suspended for one year

Δ Resolution Establishing ENR Annual Adjustment

◆ Ordinance No. 1644 dated 2-19-04 (includes Annual Adjustment by ENR)

◇ Fees Covered by the Mitigation Fee Act

^ Reflects a 5% decrease from previous year

**Institutional, Commercial and Industrial water and sewer trunk line fees will be collected based upon the amount stated above, but shall be adjusted after monitoring of actual usage to the following fees:

Water - \$192.08 per 100 GPD of actual average demand (adjusted annually by the ENR Construction Cost Index).

Sewer - \$163.26 per 100 GPD of actual daily flow (adjusted annually by the ENR Construction Cost Index).

Sarah Weaver
Project Manager
Engineering Division
Porterville CA.
559.782.7460

July 28, 2021

Hello Sarah.

Today we received our statement for Permit fees for Porterville Storage and would like to make you aware that we are going to pay the "minimum" amount of **\$12,171.90** at this time to keep this project moving forward.

We would also like to formally protest the total fees assessed for our project of **\$294,830.46**.

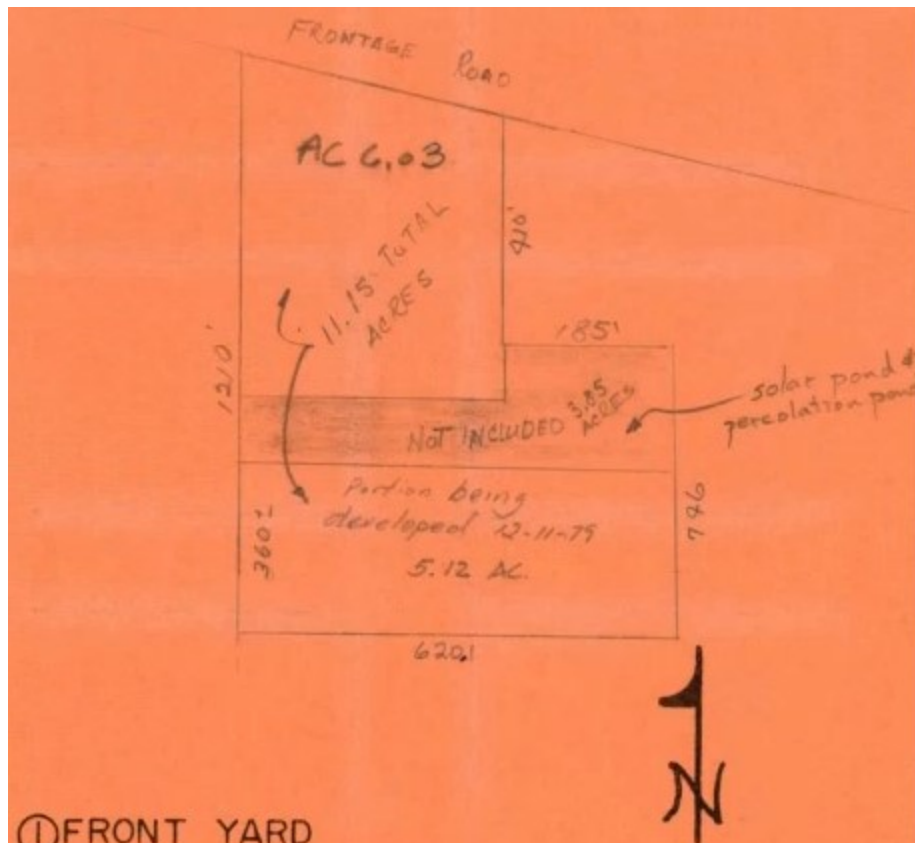
This property has gone from a 400+ employee industrial site to a 2+ employee self-storage facility. In addition, we have made improvements on the property to be more efficient for the sewer and water lines.

Please forward us the calculation for the storm fees, and I look forward to discussing these fees with the city.

Thank you,

A handwritten signature in blue ink that reads "Wayde Elliott". The signature is fluid and cursive, with a long horizontal flourish extending to the right.

Wayde Elliott
Owner, Porterville Storage



① FRONT YARD

FRONT FOOTAGE _____

② ACREAGE

LOT SIZE(S) _____

1/2 OF STREET(S) _____

SQ. FT. _____ X _____ = _____

LESS CORNER LOT DEDUCTION - _____

TOTAL SQUARE FOOTAGE = _____

ACREAGE TOTAL SQ. FT. = 11.15 ACRES TOTAL
43,560

NO ACREAGE PREVIOUSLY PAID ON WATER

5 ACRES PREVIOUSLY PAID ON SEWER

ORDINANCE NO. 1104

AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF PORTERVILLE ADDING CHAPTER 26 TO
THE CODE OF THE CITY OF PORTERVILLE PERTAINING TO STORM DRAINAGE SYSTEMS

Article 1 - Storm Drainage Systems - General

Section 26-1.1 - Definitions

For the purposes of this Chapter, the following words and phrases shall have the meanings respectively ascribed to them by this section.

Connection: Shall mean the act of installing and/or constructing any improvement with the purpose of allowing storm water runoff to directly or indirectly enter a storm drainage system from or because of such improvement.

Development: Shall mean the construction or arranging for the construction of buildings, dwellings or any other improvements or property not previously developed that would increase the storm water runoff.

Developer: Shall mean any individual, firm, association, corporation, partnership, trust or other legal entity engages in development.

Private or Single Purpose Storm Drains: Shall mean any storm drainage system not within public streets, alleys, easements or property, or which is specifically intended to benefit a specific property and/or development and not the general area as a whole.

Redevelopment: Shall mean the construction or arranging for the construction of buildings or dwellings or additions thereto, or any other improvements on property previously developed that would increase the storm water runoff.

Redeveloper: Shall mean any individual, firm, association, corporation, partnership, trust or other legal entity engaged in redevelopment.

Storm Drainage System: Shall mean any improvement specifically intended for the conveyance and/or retention of storm water runoff which is located within public streets, alleys, easements or property and which benefits the general area as a whole.

Storm Water Runoff: Shall mean all that rain water arriving at and/or originating on the property being developed or redeveloped which by reason of topography, geology or any other obstruction is not retained and which does not infiltrate into the ground within the confines of the property being developed or redeveloped by means or methods considered to be a Storm Drainage System as herein defined.

Subdivider: Shall mean the same as defined in Chapter 21 of this code.

Subdivision or Divisions of Land: Shall mean the same as defined in Chapter 21 of this code.

Section 26-1.2 - Permit Required to Construct a Storm Drainage System

It shall be unlawful for any person to construct a Storm Drainage System in a public street, alley, easement or property without first receiving a permit to do so and complying with the provisions of this article.

Section 26-1.3 - Private or Single Purpose Storm Drains

This Chapter is not intended to provide funding for planning, engineering, administration and construction of private or single purpose storm drains which are not within public streets, alleys, easements or property, or which are specifically intended to benefit a specific property and/or development and not the general area as a whole.

Section 26-1.4 - Storm Drainage Systems

This Chapter is intended to provide for planning, engineering, administration and construction of Storm Drainage Systems which will be constructed within public streets, alleys, easements, or property and which benefit the general area as whole, and are required for the health, safety, and welfare of the residents of the City.

Storm Drainage Systems would include all necessary rights-of-way, property and improvements specifically intended for the conveyance and/or retention of storm water runoff excluding street improvements, such as curb and gutters, cross gutters, sidewalks, drive-ways, "v" gutters and paving; and all other improvements not specifically intended for the conveyance and/or retention of storm water runoff unless such improvements are damaged or destroyed because of construction of a Storm Drainage System then it shall be considered that the repair or replacement of such improvements are part of the Storm Drainage System.

Article 2 - Storm Drainage Systems Acreage Charge

Section 26-2.1 - General

Before development or redevelopment of any property there shall be paid a Storm Drainage Systems Acreage charge in accordance with the cost per acre as established by resolution of the City Council.

The charge shall be used to reimburse the City for construction of Storm Drainage Systems, to provide the City with funds for construction of Storm Drainage Systems and to reimburse others who have constructed or advanced the cost of construction of Storm Drainage Systems. The charge shall be paid to the City prior to the development or redevelopment of any property and the issuance of any permits to develop or redevelop such property. However, the charge shall not apply to redevelopment of any property unless the cost of said redevelopment exceeds fifteen thousand dollars (\$15,000) within a twelve (12) month period.

Property for which development or redevelopment is being proposed which has already had the charge paid to the City, will not again be subject to the charge.

The charge shall be computed on the gross area of the property being improved, such area being defined as the parcel of land being developed or redeveloped including half of all adjacent dedicated streets and alleys, and all of interior dedicated streets and alleys.

The charge shall be levied and payable prior to issuance of a building permit; approval of conditional use permit or approval of final map whichever occurs first.

Section 26-2.2 - Storm Drainage Systems Construction Fund

There is hereby established and set up a Storm Drainage Systems construction fund. All money collected from the Storm Drainage Systems Acreage charge shall be placed in said fund and disbursed therefrom to reimburse the City for construction of Storm Drainage Systems, to provide the City with funds for construction of Storm Drainage Systems and to reimburse others who have constructed or advanced the cost of construction of Storm Drainage Systems as provided for in this Chapter. All interest earned on monies deposited in the fund shall be retained in the fund.

Article 3 - Feasibility of Funding and/or Construction of Storm Drainage Systems

Section 26-3.1 - General

The City Council may review proposed development or redevelopment of property to determine the necessity of storm drain systems. Said review may be requested by any affected property owner, developer, redeveloper or the City Engineer.

Section 26-3.2 - Funding and/or Construction of Storm Drainage System, Feasible

If in the opinion of the City Council a Storm Drainage System is necessary and feasible and the fund and/or the charges to be collected are sufficient to guarantee the construction of the Storm Drainage System, then the City Council may make direction to proceed in accordance with Article 4 of this Chapter.

Section 26-3.3 - Funding and/or Construction of Storm Drainage System, Not Feasible

If in the opinion of the City Council, construction of a Storm Drainage System is not feasible because the construction fund and/or the charges to be collected are insufficient to guarantee the construction of the Storm Drainage System, then the City Council may pass a resolution in accordance with one of the following:

- a. That the request, development or redevelopment is premature to the basic development or redevelopment of the general area as a whole and that such request, development or redevelopment is denied or held in abeyance;

- b. That in the case of development or redevelopment that the developer or redeveloper pay such charges due as set forth in this Chapter and detain on site all storm water runoff from said development or redevelopment by means or methods approved by the City Engineer in such a way as to not cause any damage to properties receiving storm water overflows.
- c. That the development shall retain all storm water runoff on site and therefore not be required to pay the storm drainage systems acreage fees.
- d. That the request, development or redevelopment necessitates a Storm Drainage System and that the construction thereof is not feasible only because the construction fund and/or the charges to be collected are deemed insufficient as set forth herein, and therefore said property owner, developer, or redeveloper may pay such charges due as set forth in this Chapter and construct or advance the cost of construction of the Storm Drainage System and that said costs over and above that which can be borne by the construction fund be reimbursed to the said property owner, developer, or redeveloper, providing that the source of such reimbursement funds be the charges collected from other users of said Storm Drainage System and providing that such agreement terminate within 20 years of the date thereof.

Article 4 - Construction of Storm Drainage Systems

Section 26-4.1 - Preparation of Plans and Specifications

In accordance with Article 3 of this Chapter, the City Council shall cause plans and specifications for the construction thereof to be prepared by the City excepting that for those developments which are subject to the provisions of Chapter 21 of this Code (Subdivisions, or divisions of land), the City Council shall have the authority to cause the subdivision to prepare the plans and specifications for the construction thereof.

All such plans and specifications shall be prepared to the satisfaction of the City Engineer and the City Engineer's signature thereon shall indicate his approval thereof.

Section 26-4.2 - Plans and Specifications to be Put Out For Bid; Submission of Bids; Action on Bids; Administration of Contract

Immediately after approval of the plans and specifications as provided for in section 26-4.1 of this Chapter, the calling for bids shall be authorized in conformance with the provisions of this Code.

The City shall call for bids on all plans and specifications excepting that the City Council shall have the authority to cause the subdivision to call for bids on the plans and specifications which the subdivision prepared as provided for in Section 26-4.1 of this Chapter.

All bids received, including those received by the subdivider, shall be submitted to the City Council for acceptance or rejection.

Should the City Council decide to reject all bids, it shall be the responsibility of the City Council to recommend and resolve as to what, if any, further action is to be taken concerning the Storm Drainage System.

Should the City Council decide to accept certain bids, and reject all other bids, it shall be the responsibility of the City to issue and administer all contracts for construction of Storm Drainage Systems excepting that the City Council shall have the authority to cause the subdivider to issue and administer contracts for construction of Storm Drainage Systems for which the subdivider had prepared the plans and specifications as provided for in Section 26-4.1 of this Chapter.

Section 26-4.3 - Inspection of Construction; Responsibility for Compliance

It shall be the responsibility of the City to inspect the construction of all Storm Drainage Systems for compliance with the approved plans and specifications and with all applicable standards, codes and ordinances.

The responsibility for compliance with the approved plans and specifications and with all applicable standards, codes and ordinances shall be with the contractor for contracts being administered by the City and with the subdivider, for contracts being administered by the subdivider, both as provided for in Section 26-4.2 of this Chapter.

Section 26-4.4 - Progress or Partial Payments

Upon certification of the City Engineer that portions of the work are completed and upon approval of the City Council, money shall be disbursed from the Storm Drainage Systems construction fund to pay for or to reimburse others for the cost of the portion of the work completed excepting that such total money disbursed shall not exceed ninety percent (90%) of the actual value of all the work completed as determined by the City Engineer, less all previous progress or partial payments.

Progress or partial payments shall be made directly to the contractor for contracts being administered by the City and directly to the subdivider for contracts being administered by the subdivider, both as provided for in Section 26-4.2 of this Chapter.

Section 26-4.5 - Acceptance of the Work; Notice of Completion

Upon certification of the City Engineer that all of the work complies with the approved plans and specifications and with all applicable standards, code and ordinances and is completed in its entirety, the City Council will accept the work and file a notice of completion.

Section 26-4.6 - Final Payment

Upon the expiration of thirty (30) days from the date of the notice of completion, money shall be disbursed from the Storm Drainage Systems construction fund to pay for or to reimburse others for the cost of all the work referred to in said notice of completion; said money disbursed shall be the actual value of the work completed, as determined by the City Engineer, less all previous progress of partial payments.

Article 5 - Connection to Storm Drainage Systems

Section 26-5.1 - Connection Not to be Made Until Storm Drainage Systems Acreage Charge has Been Paid or Payment Arranged

In no event shall any developer or redeveloper of property benefited by a Storm Drainage System or other persons in possession or control of such property be permitted to make connection thereto without first paying or arranging to pay the Storm Drainage Systems Acreage charge as provided for in this Chapter.

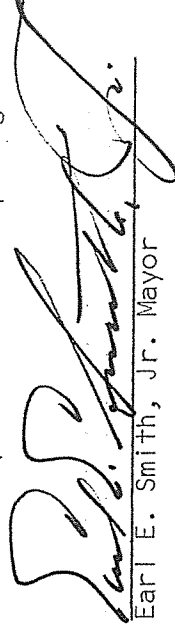
Section 26-5.2 - Permit Required for Connection

No person shall make connection to a Storm Drainage System without first obtaining a permit to do so and complying with the provisions of this Chapter.

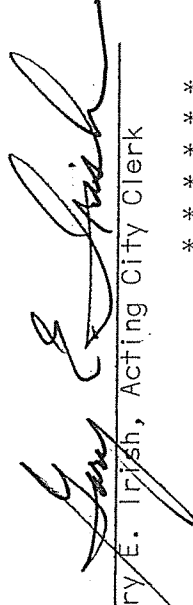
Section 26-5.3 - Connection to Storm Drainage System to Benefit Property Outside City Boundaries

The City Council may, at its sole discretion, elect to make available the City Storm Drainage Systems to benefit property outside the City boundaries, said property so benefited shall be subject to the Storm Drainage System Acreage charge as provided for in this Chapter.

This ordinance and code additions shall be in full force and effect thirty (30) days from and after publication and passage.


Earl E. Smith, Jr. Mayor

ATTEST:


Gary E. Irish, Acting City Clerk

* * * * *

STATE OF CALIFORNIA) (SS
COUNTY OF TULARE)

I, C. G. HUFFAKER, the duly qualified and acting City Clerk of the City of Porterville do hereby certify:

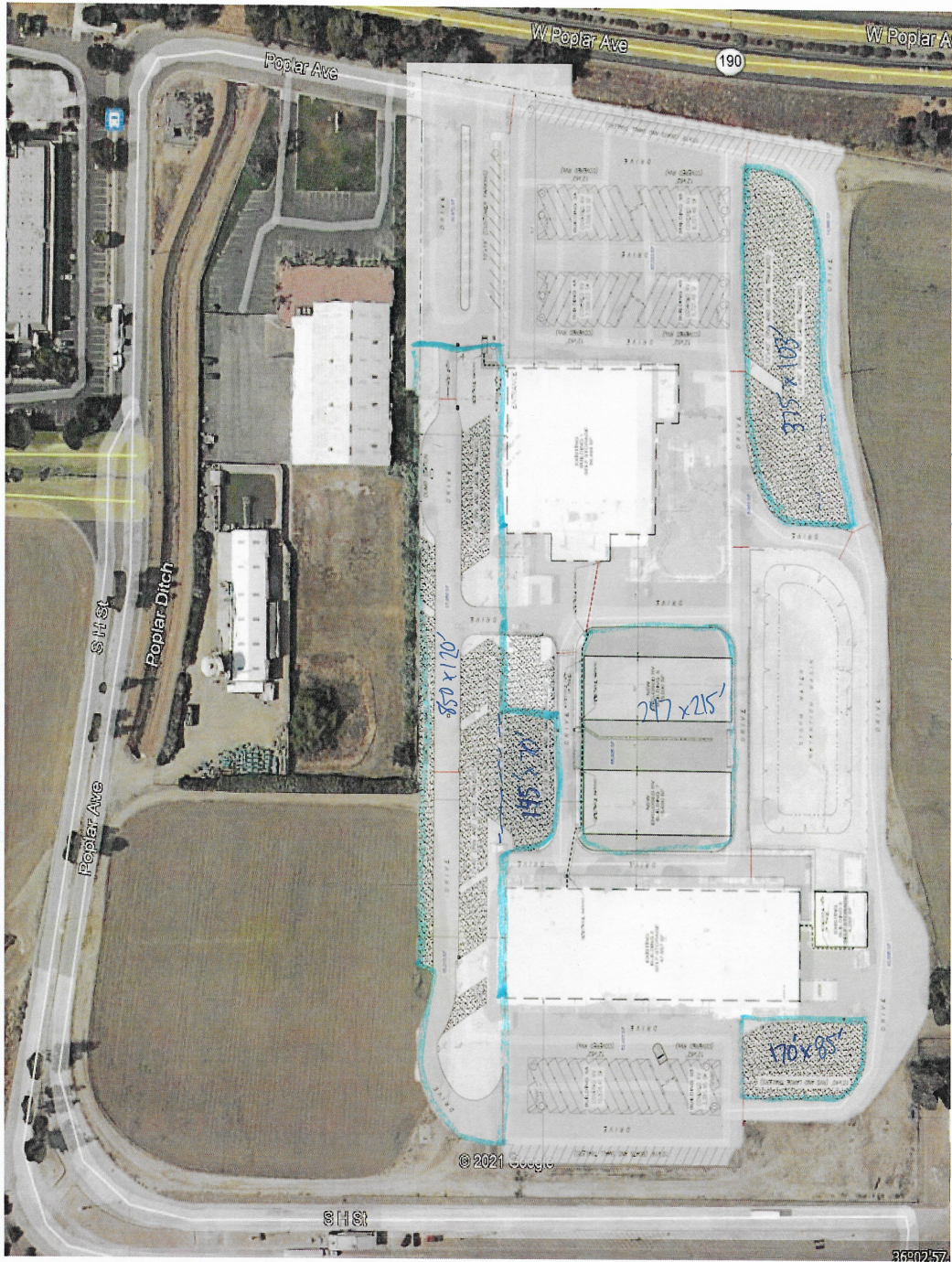
THAT the foregoing ordinance is a true and correct copy of Ordinance No. 1104, passed and adopted by the Council of the City of Porterville at a regular meeting held on the 15th day of March, 1977, that by the terms and provisions of the Charter of the City of Porterville, said ordinance became effective on the 15th day of April, 1977, and said ordinance is now in full force and effect.

THAT said ordinance was introduced by Mayor Pro Tem Holly and the same was duly passed and adopted by the following vote:

AYES: COUNCILMEN: Cotta, Holly, Valliere, Lumley and Smith
NOES: COUNCILMEN: None
ABSENT: COUNCILMEN: None

C. G. HUFFAKER, City Clerk

By: Melba Lawing
Melba Lawing, Deputy



NEW IMP SF = ~~149,000~~ ~~84,500~~
 218,330 sf = 5.01 ac x 17.96 = 86,652.96 sq ft

ARTICLE I. IN GENERAL

SECTION:

19A-1: Definitions

19A-2: Permit Required To Construct Storm Drainage System

19A-3: Private Or Single Purpose Storm Drains

19A-4: Storm Drainage Systems

19A-1: DEFINITIONS:

For the purposes of this chapter, the following words and phrases shall have the meanings respectively ascribed to them by this section:

CONNECTION: The act of installing and/or constructing any improvement with the purpose of allowing storm water runoff to directly or indirectly enter a storm drainage system from or because of such improvement.

DEVELOPER: Any individual, firm, association, corporation, partnership, trust or other legal entity engaging in development.

DEVELOPMENT: The construction or arranging for the construction of buildings, dwellings or any other improvements or property not previously developed that would increase the storm water runoff.

PRIVATE OR SINGLE PURPOSE STORM DRAINS: Any storm drainage system not within public streets, alleys, easements or property, or which is specifically intended to benefit a specific property and/or development and not the general area as a whole.

REDEVELOPER: Any individual, firm, association, corporation, partnership, trust or other legal entity engaged in redevelopment.

REDEVELOPMENT: The construction or arranging for the construction of buildings or dwellings or additions thereto, or any other improvements on property previously developed that would increase the storm water runoff.

STORM DRAINAGE SYSTEM: Any improvement specifically intended for the conveyance and/or retention of storm water runoff which is located within public streets, alleys, easements or property and which benefits the general area as a whole.

STORM WATER RUNOFF: All that rainwater arriving at and/or originating on the property being developed or redeveloped which by reason of topography, geology or any other obstruction is not retained and which does not infiltrate into the ground within the confines of the property being developed or redeveloped by means or methods considered to be a "storm drainage system" as herein defined.

SUBDIVIDER: The same as defined in chapter 21 of this code.

SUBDIVISION OR DIVISION OF LAND: The same as defined in chapter 21 of this code. (Ord. 1104, 3-15-1977)

19A-2: PERMIT REQUIRED TO CONSTRUCT STORM DRAINAGE SYSTEM:

It shall be unlawful for any person to construct a storm drainage system in a public street, alley, easement or property without first receiving a permit to do so and complying with the provisions of this article. (Ord. 1104, 3-15-1977)

19A-3: PRIVATE OR SINGLE PURPOSE STORM DRAINS:

This chapter is not intended to provide funding for planning, engineering, administration and construction of private or single purpose storm drains which are not within public streets, alleys, easements or property, or which are specifically intended to benefit a specific property and/or development and not the general area as a whole. (Ord. 1104, 3-15-1977)

19A-4: STORM DRAINAGE SYSTEMS:

This chapter is intended to provide for planning, engineering, administration and construction of storm drainage systems which will be constructed within public streets, alleys, easements or property and which benefit the general area as whole, and are required for the health, safety and welfare of the residents of the city.

Storm drainage systems would include all necessary rights of way, property and improvements specifically intended for the conveyance and/or retention of storm water runoff excluding street improvements, such as curb and gutters, cross gutters, sidewalks, driveways, "V" gutters and paving; and all other improvements not specifically intended for the conveyance and/or retention of storm water runoff unless such improvements are damaged or destroyed because of construction of a storm drainage system then it shall be considered that the repair or replacement of such improvements are part of the storm drainage system. (Ord. 1104, 3-15-1977)

ARTICLE II. ACREAGE CHARGE

SECTION:

19A-11: Generally

19A-12: Construction Fund

19A-11: GENERALLY:

Before development or redevelopment of any property, there shall be paid a storm drainage systems acreage charge in accordance with the cost per acre as established by resolution of the city council.

The charge shall be used to reimburse the city for construction of storm drainage systems, to provide the city with funds for construction of storm drainage systems and to reimburse others who have constructed or advanced the cost of construction of storm drainage systems. The charge shall be paid to the city prior to the issuance of a certificate of occupancy for development or redevelopment of any property. However, the charge shall not apply to redevelopment of any property unless the cost of said redevelopment exceeds fifteen thousand dollars (\$15,000.00) within a twelve (12) month period. This valuation is to be adjusted, by resolution, each year to reflect changes in the cost of construction as indicated in the "Engineering News Record".

Property for which development or redevelopment is being proposed which has already had the charge paid to the city, will not again be subject to the charge.

The charge shall be computed on the gross area of the property being improved, such area being defined as the parcel of land being developed or redeveloped including half of all adjacent dedicated streets and alleys, and all of interior dedicated streets and alleys.

The charge shall be levied and payable prior to issuance of a certificate of occupancy for a building constructed on any property within the city. (Ord. 1754, 6-2-2009)

19A-12: CONSTRUCTION FUND:

There is hereby established and set up a storm drainage systems construction fund. All money collected from the storm drainage systems acreage charge shall be placed in said fund and disbursed therefrom to reimburse the city for construction of storm drainage systems, to provide the city with funds for construction of storm drainage systems and to reimburse others who have constructed or advanced the cost of construction of storm drainage systems as provided for in this chapter. All interest earned on monies deposited in the fund shall be retained in the fund. (Ord. 1104, 3-15-1977)

ARTICLE III. FUNDING AND/OR CONSTRUCTION

SECTION:

19A-19: Generally

19A-20: When Feasible

19A-21: When Not Feasible

19A-19: GENERALLY:

The city council may review proposed development or redevelopment of property to determine the necessity of storm drain systems. Said review may be requested by any affected property owner, developer, redeveloper or the city engineer. (Ord. 1104, 3-15-1977)

19A-20: WHEN FEASIBLE:

If in the opinion of the city council a storm drainage system is necessary and feasible and the fund and/or the charges to be collected are sufficient to guarantee the construction of the storm drainage system, then the city council may make direction to proceed in accordance with article IV of this chapter. (Ord. 1104, 3-15-1977)

19A-21: WHEN NOT FEASIBLE:

If in the opinion of the city council, construction of a storm drainage system is not feasible because the construction fund and/or the charges to be collected are insufficient to guarantee the construction of the storm drainage system, then the city council may pass a resolution in accordance with one of the following:

A. That the request, development or redevelopment is premature to the basic development or redevelopment of the general area as a whole and that such request, development or redevelopment is denied or held in abeyance.

B. That in the case of development or redevelopment that the developer or redeveloper pay such charges due as set forth in this chapter and detain on site all stormwater runoff from said development or redevelopment by means or methods approved by the city engineer in such a way as to not cause any damage to properties receiving stormwater overflows.

C. That the request, development or redevelopment necessitates a storm drainage system and that the construction thereof is not feasible only because the construction fund and/or the charges to be collected are deemed insufficient as set forth herein, and therefore said property owner, developer or redeveloper may pay such charges due as set forth in this chapter and construct or advance the cost of construction of the storm drainage system and that said costs over and above that which can be borne by the construction fund be reimbursed to the said property owner, developer or redeveloper, providing that the source of such reimbursement funds be the charges collected from other users of said storm drainage system and providing that such agreement terminate within twenty (20) years of the date thereof. (Ord. 1754, 6-2-2009)

ARTICLE V. CONNECTION

SECTION:

19A-40: Acreage Fee

19A-41: Permit Required For Connection

19A-42: Connection To Storm Drainage System To Benefit Property Outside City Boundaries

19A-40: ACREAGE FEE:

A. **Purpose:** In order to implement the goals and objectives of the storm drain master plan of the city, and to provide needed storm drainage facilities for new development in the planning area, certain public storm drain facilities must be constructed. The city council has determined that a development impact fee is needed in order to finance these public improvements and to pay for the development's fair share of the construction costs of these improvements. In establishing the fee described below, the city council has found the fee to be consistent with its general plan and, pursuant to Government Code section 65913.2, has considered the effects of the fee with respect to the city's housing needs as established in the housing element of the general plan.

B. **Established:** An acreage fee is hereby established, upon issuance of certificate of occupancy for development in the city, or upon creation of any additional runoff to the city's storm drain system to pay for storm drainage improvements. The city council shall, in a council resolution, set forth the specific amount of the fee, describe the benefit and impact area on which the development fee is imposed, list the specific public improvements to be financed, describe the estimated cost of these facilities, describe the reasonable relationships between this fee and the various types of new development and set forth time for payment. As described in the fee resolution, this development fee shall be paid by each developer prior to issuance of certificate of occupancy or upon creation of any additional runoff to the city's storm drain system. On an annual basis, this fee shall be adjusted by the public works director or designee in accordance with the "Engineering News Record Construction Cost Index" publication.

C. **Limited Use Of Fees:** The revenues raised by payment of this fee shall be placed in a separate and special account and such revenues, along with any interest earnings on that account, shall be used solely to:

1. Pay for the city's future construction of storm drainage facilities described in the resolution enacted with this chapter, or to reimburse the city for those described or listed facilities constructed by the city with funds advanced by the city from other sources; or

2. Reimburse developers who have been required or permitted as set forth below, to install such listed facilities which are oversized with supplemental size, length, or capacity.

D. **Developer Construction Of Facilities:** Whenever a developer is required, as a condition of approval of a development permit, to construct a public facility described in a resolution adopted pursuant to this section, and when such construction is necessary to ensure efficient and timely construction of the facilities network, a reimbursement agreement with the developer shall be offered. The reimbursement amount shall not exceed the actual cost of the construction of the facility by the developer. In the event the actual construction cost of the facility exceeds the fee required of the development project, the city shall enter into a reimbursement agreement for the cost in excess of the fee required for the project, to be paid from the special account established pursuant to this section. (Ord. 1754, 6-2-2009)

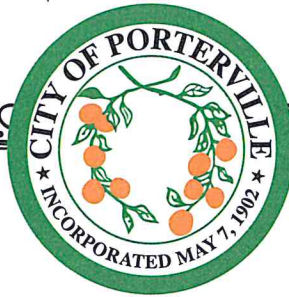
19A-41: PERMIT REQUIRED FOR CONNECTION:

No person shall make connection to a storm drainage system without first obtaining a permit to do so and complying with the provisions of this chapter. (Ord. 1104, 3-15-1977)

19A-42: CONNECTION TO STORM DRAINAGE SYSTEM TO BENEFIT PROPERTY OUTSIDE CITY BOUNDARIES:

The city council may, at its sole discretion, elect to make available the city storm drainage systems to benefit property outside the city boundaries, said property so benefited shall be subject to the storm drainage system acreage charge as provided for in this chapter. (Ord. 1104, 3-15-1977)

November 8, 2016



Public Works Department

Kyle Taylor
Capital Projects Coordinator III
Tulare County Capital Projects
Porterville, CA 93257-2542

Subject: Impact Fees for the development of a proposed South County Detention Facility

Dear Mr. Hess:

The main focus of this letter is to define Tulare County's fee responsibilities for the South County Detention Facility at 1980 W. Scranton Avenue, and the intent of the City of Porterville to provide services upon payment of fees. Payment of the listed **impact** fees is a requirement prior to providing services to this new facility.

City staff has calculated all fees related to the subject development. Water, sewer and storm drain fees were calculated based on the site acreage (12.2 acres of developed area), City records and estimated water usage derived from conversations between the county's consultant and the city staff.

As indicated, the water, sewer and storm drain fees were based on the gross development acreage fees and the quantity of daily average water consumption. The city will monitor actual water usage for one year and will bill or refund to the developer based on the actual water usage. The **impact** fees are as follows:

- Water Trunk Line Fee (Acreage Fees):
\$90,847.07 based on 51,880 gpd of domestic and irrigation use. (See attached revised calculations)
- Sewer Trunk Line Fee (Acreage Fees):
\$59,536.00 based on potable usage 40,000 gpd
- Treatment Plant Fee:
\$506,400.00 based on potable usage of 40,000 gpd
- Storm Drain Fee:
\$189,575.80 based on \$15,539 per acre
- Transportation Impact Fee:
\$410,496.00 based on 128,000 Square Feet Gross Floor

■ Total Impact Fees: \$1,256,854.87

Again, please be aware that the water and sewer **impact** fees are estimates only. The City will monitor actual water use for one year and will adjust fees accordingly.

Additionally, if the water meter installation is part of the contract, please provide a submittal for City review and approval. If the contract is structured such that the City of Porterville is responsible for installing the water meter, then please expect a bill for this effort. The bill will be based on time and materials specifically required for the installation of the meter.

Please call this office at (559)782-7462 if you have any questions regarding this letter.

Sincerely,

A handwritten signature in blue ink that reads "Michael K. Reed". The signature is fluid and cursive, with the first name "Michael" being the most prominent.

PUBLIC WORKS DEPARTMENT
Michael K. Reed, Director

cc: John Lollis
Maria Bemis
File

Project: South County Detention Facility

Calculated By: MR

Checked By:

Date: 1-19-2015 Revised 11-8-2016

Sheet: 1 of 1



PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

DOMESTIC WATER USE

- 510 INMATES + ~~250~~ ⁶⁴ EMPLOYEES = ~~760~~ ⁵⁷⁴ TOTAL JAIL POPULATION (ASSUMED)
- Assume 55 gpd / person
- LAUNDRY FACILITY: 3000 gpd
- KITCHEN FACILITY: 5000 gpd > 3000 gpd
- ∴ $(\frac{574}{760} \times 55 \text{ gpd}) + 3000 \text{ gpd} = \frac{39,570}{44,800} \text{ gpd} \Rightarrow \text{SAY } \frac{40}{45,000} \text{ gpd}$
- $\frac{40}{45,000} \text{ gpd} / 100 \times \$175.11 = \$76.129.50$ ~~\$70,044~~

LANDSCAPE WATER USE

GIVEN: $\frac{50}{33} \text{ gpm} \times 60 \text{ min/hr} \times \frac{6}{12} \text{ hr/day} = \frac{11,880}{36,000} \text{ gpd}$

$\frac{11,880}{36,000} \text{ gpd} / 100 \times \$175.11 = \$61,333.60$ ~~\$20,803.07~~

SEWER TRUNK LINE FEE

$\frac{40}{45,000} \text{ gpd} / 100 \times \$141.73 = \$65,218.50$ ~~\$59,536.00~~

~~\$48.34~~

TREATMENT PLANT FEE

$\frac{40}{45,000} \text{ gpd} \times \frac{\$10.53}{12.66} / \text{gpd} = \frac{\$506,400}{\$473,850.00}$

STORM DRAIN FEE

$12.2 \text{ ACRES} \times \frac{\$12,922}{\$15,539} = \$157,648.40$ ~~\$189,575.30~~

TRANSPORTATION IMPACT FEE

$128,000 \text{ SF} / 1000 \times \frac{\$2,667}{\$3,207} = \frac{\$410,496}{\$314,376.00}$

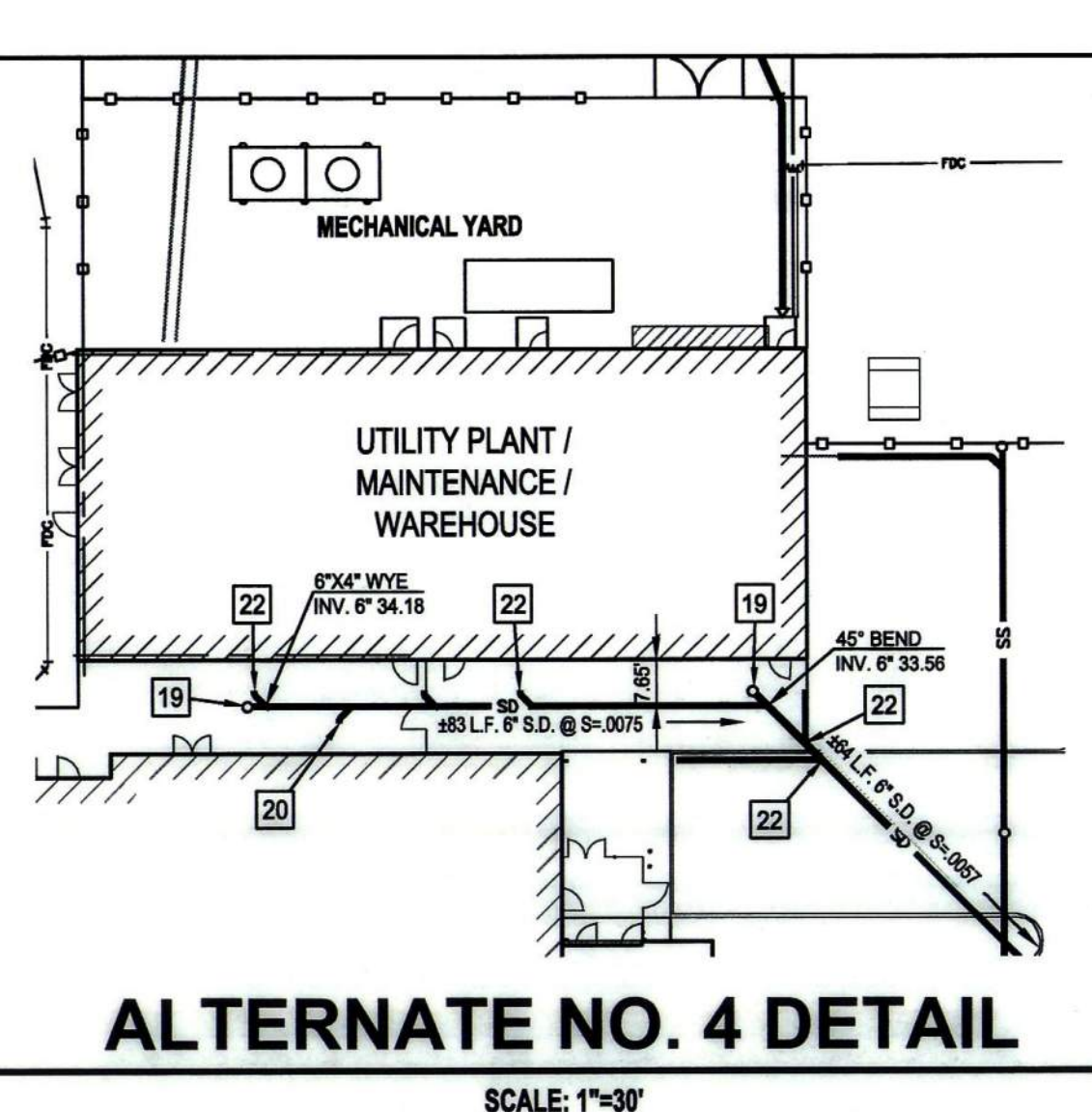
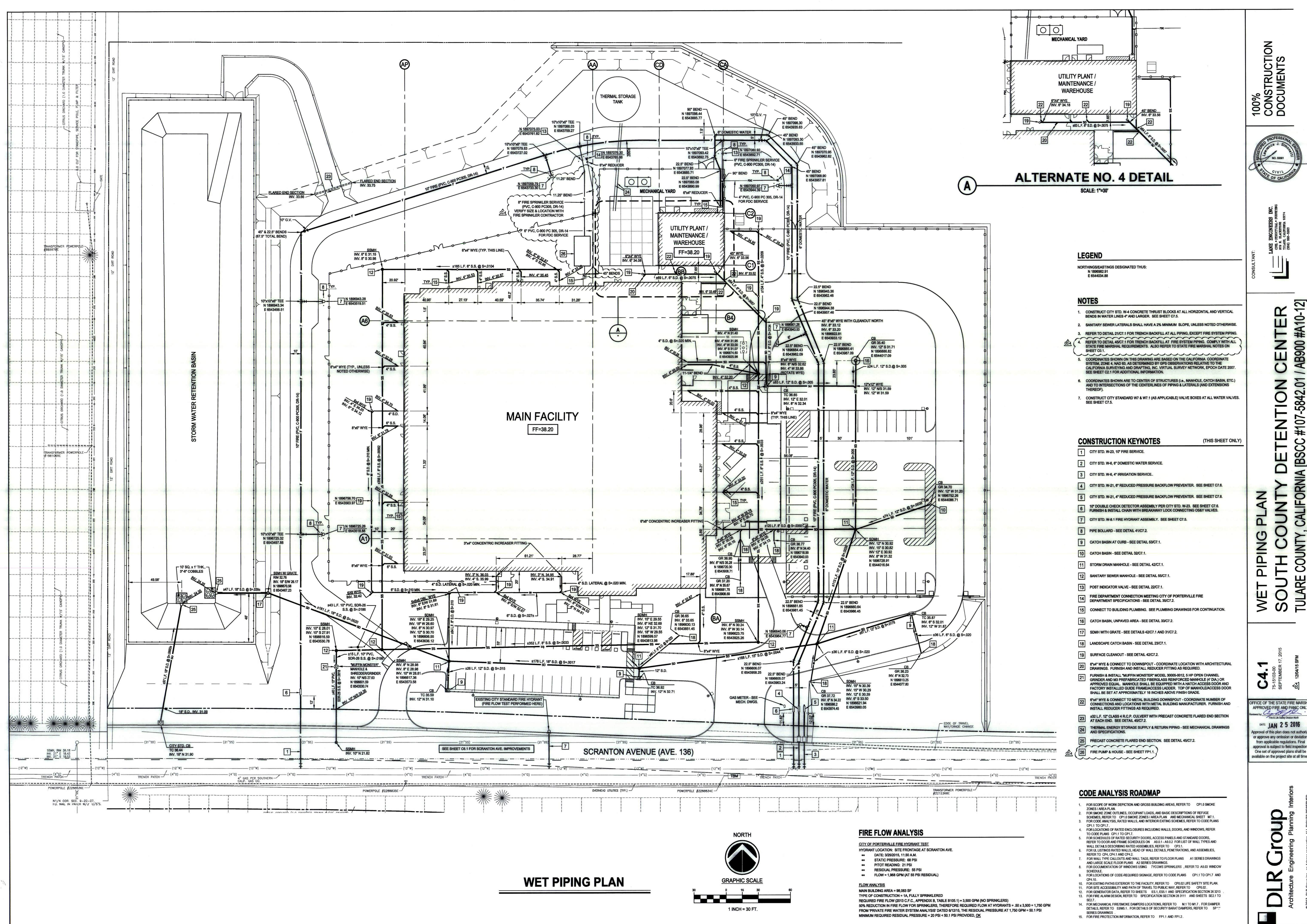
* AMOUNT EXCLUDES COST SHARING COMPONENT REQUIRED PER EIR - TRAFFIC STUDY

TOTAL DEVELOPMENT IMPACT FEE AMOUNT:

~~\$1,149,006.00~~

~~** \$1,256,854.80~~

** Adjusted by City Council MD#16-060716
Revised November 3, 2016 MR



- LEGEND**
- NORTHING/EASTING DESIGNATED THUS:
N 189892.91
E 654403.88
- NOTES**
1. CONSTRUCT CITY STD. W-4 CONCRETE THRUST BLOCKS AT ALL HORIZONTAL AND VERTICAL BENDS IN WATER LINES 4" AND LARGER. SEE SHEET C7.5.
 2. SANITARY SEWER LATERALS SHALL HAVE A 2% MINIMUM SLOPE, UNLESS NOTED OTHERWISE.
 3. REFER TO DETAIL 21C7.1 FOR TRENCH BACKFILL AT ALL PIPING, EXCEPT FIRE SYSTEM PIPING.
 4. REFER TO DETAIL 45C7.1 FOR TRENCH BACKFILL AT FIRE SYSTEM PIPING. COMPLY WITH ALL STATE FIRE MARSHAL REQUIREMENTS. ALSO REFER TO STATE FIRE MARSHAL NOTES ON SHEET C2.1.
 5. COORDINATES SHOWN ON THIS DRAWING ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM, ZONE 4, NAD 83, AS DETERMINED BY GPS OBSERVATIONS RELATIVE TO THE CALIFORNIA SURVEYING AND DRAFTING, INC. VIRTUAL SURVEY NETWORK, EPOCH DATE 2007. SEE SHEET C2.1 FOR ADDITIONAL INFORMATION.
 6. COORDINATES SHOWN ARE TO CENTER OF STRUCTURES (A, MANHOLE, CATCH BASIN, ETC.) AND TO INTERSECTIONS OF THE CENTERLINES OF PIPING & LATERALS (AND EXTENSIONS THEREOF).
 7. CONSTRUCT CITY STANDARD W-7 & W-1 (AS APPLICABLE) VALVE BOXES AT ALL WATER VALVES. SEE SHEET C7.5.
- CONSTRUCTION KEYNOTES** (THIS SHEET ONLY)
- 1 CITY STD. W-23, 10" FIRE SERVICE.
 - 2 CITY STD. W-4, 6" DOMESTIC WATER SERVICE.
 - 3 CITY STD. W-4, 4" IRRIGATION SERVICE.
 - 4 CITY STD. W-21, 4" REDUCED PRESSURE BACKFLOW PREVENTER. SEE SHEET C7.6.
 - 5 CITY STD. W-21, 4" REDUCED PRESSURE BACKFLOW PREVENTER. SEE SHEET C7.6.
 - 6 10" DOUBLE CHECK DETECTOR ASSEMBLY PER CITY STD. W-23. SEE SHEET C7.6.
 - 7 CITY STD. W-6.1 FIRE HYDRANT ASSEMBLY. SEE SHEET C7.5.
 - 8 PIPE BOLLARD - SEE DETAIL 41C7.2.
 - 9 CATCH BASIN AT CURB - SEE DETAIL 53C7.1.
 - 10 CATCH BASIN - SEE DETAIL 32C7.1.
 - 11 STORM DRAIN MANHOLE - SEE DETAIL 42C7.1.
 - 12 SANITARY SEWER MANHOLE - SEE DETAIL 55C7.1.
 - 13 POST INDICATOR VALVE - SEE DETAIL 22C7.1.
 - 14 FIRE DEPARTMENT CONNECTION MEETING CITY OF PORTERVILLE FIRE DEPARTMENT SPECIFICATIONS - SEE DETAIL 36C7.2.
 - 15 CONNECT TO BUILDING PLUMBING - SEE PLUMBING DRAWINGS FOR CONTINUATION.
 - 16 CATCH BASIN, UNPAVED AREA - SEE DETAIL 33C7.2.
 - 17 SDMH WITH GRATE - SEE DETAILS 42C7.1 AND 31C7.2.
 - 18 LANDSCAPE CATCH BASIN - SEE DETAIL 23C7.1.
 - 19 SURFACE CLEANOUT - SEE DETAIL 42C7.2.
 - 20 6" WYE & CONNECT TO DOWNSPOUT - COORDINATE LOCATION WITH ARCHITECTURAL DRAWINGS. FURNISH AND INSTALL REDUCER FITTING AS REQUIRED.
 - 21 FURNISH & INSTALL "HUFFN MONSTER" MODEL 3000S-0012, 6" HUP OPEN CHANNEL GRINDER AND PRE-FABRICATED FIBERGLASS REINFORCED MANHOLE (4" DIA.) OR APPROVED EQUAL. MANHOLE SHALL BE EQUIPPED WITH A HATCH ACCESS DOOR AND FACTORY INSTALLED GUIDE FRAME/ACCESS LADDER. TOP OF MANHOLE/ACCESS DOOR SHALL BE SET AT APPROXIMATELY 16 INCHES ABOVE FINISH GRADE.
 - 22 6" WYE & CONNECT TO METAL BUILDING DOWNSPOUT - COORDINATE NUMBER OF CONNECTIONS AND LOCATIONS WITH METAL BUILDING MANUFACTURER. FURNISH AND INSTALL REDUCER FITTINGS AS REQUIRED.
 - 23 42" L.F. 12" CLASS 4 R.C.P. CULVERT WITH PRECAST CONCRETE FLARED END SECTION AT EACH END. SEE DETAIL 45C7.2.
 - 24 THERMAL ENERGY STORAGE SUPPLY & RETURN PIPING - SEE MECHANICAL DRAWINGS AND SPECIFICATIONS.
 - 25 PRECAST CONCRETE FLARED END SECTION. SEE DETAIL 45C7.2.
 - 26 FIRE PUMP & HOUSE - SEE SHEET FP.1.

FIRE FLOW ANALYSIS

CITY OF PORTERVILLE FIRE HYDRANT TEST

HYDRANT LOCATION: SITE FRONTAGE AT SCRANTON AVE.

DATE: 10/20/2015, 11:00 A.M.

STATIC PRESSURE: 88 PSI

PITOT READINGS: 21 PSI

RESIDUAL PRESSURE: 55 PSI

FLOW = 1,968 GPM AT 55 PSI (RESIDUAL)

FLOW ANALYSIS

MAIN BUILDING AREA = 98,083 SF

TYPE OF CONSTRUCTION = 1A, FULLY SPRINKLERED

REQUIRED FIRE FLOW (2013 C.F.C., APPENDIX B, TABLE B101.1) = 3,000 GPM (NO SPRINKLERS)

50% REDUCTION IN FIRE FLOW FOR SPRINKLERS, THEREFORE REQUIRED FLOW AT HYDRANTS = 50 x 3,000 = 1,750 GPM

FROM PRIVATE FIRE WATER SYSTEM ANALYSIS DATED 01/21/15, THE RESIDUAL PRESSURE AT 1,750 GPM = 50.1 PSI

MINIMUM REQUIRED RESIDUAL PRESSURE = 20 PSI < 50.1 PSI PROVIDED, OK

100% CONSTRUCTION DOCUMENTS

CONSULTANT:

LANE ENGINEERS INC.
P.E. & LANDSCAPE ARCHITECT
120415 SFM

WET PIPING PLAN
SOUTH COUNTY DETENTION CENTER
TULARE COUNTY, CALIFORNIA [BSCC #107-5842.01 / AB900 #A10-12]

C4.1
75-10/03-00
SEPTEMBER 17, 2015

OFFICE OF THE STATE FIRE MARSHAL
APPROVED FIRE AND PUMP ONLY

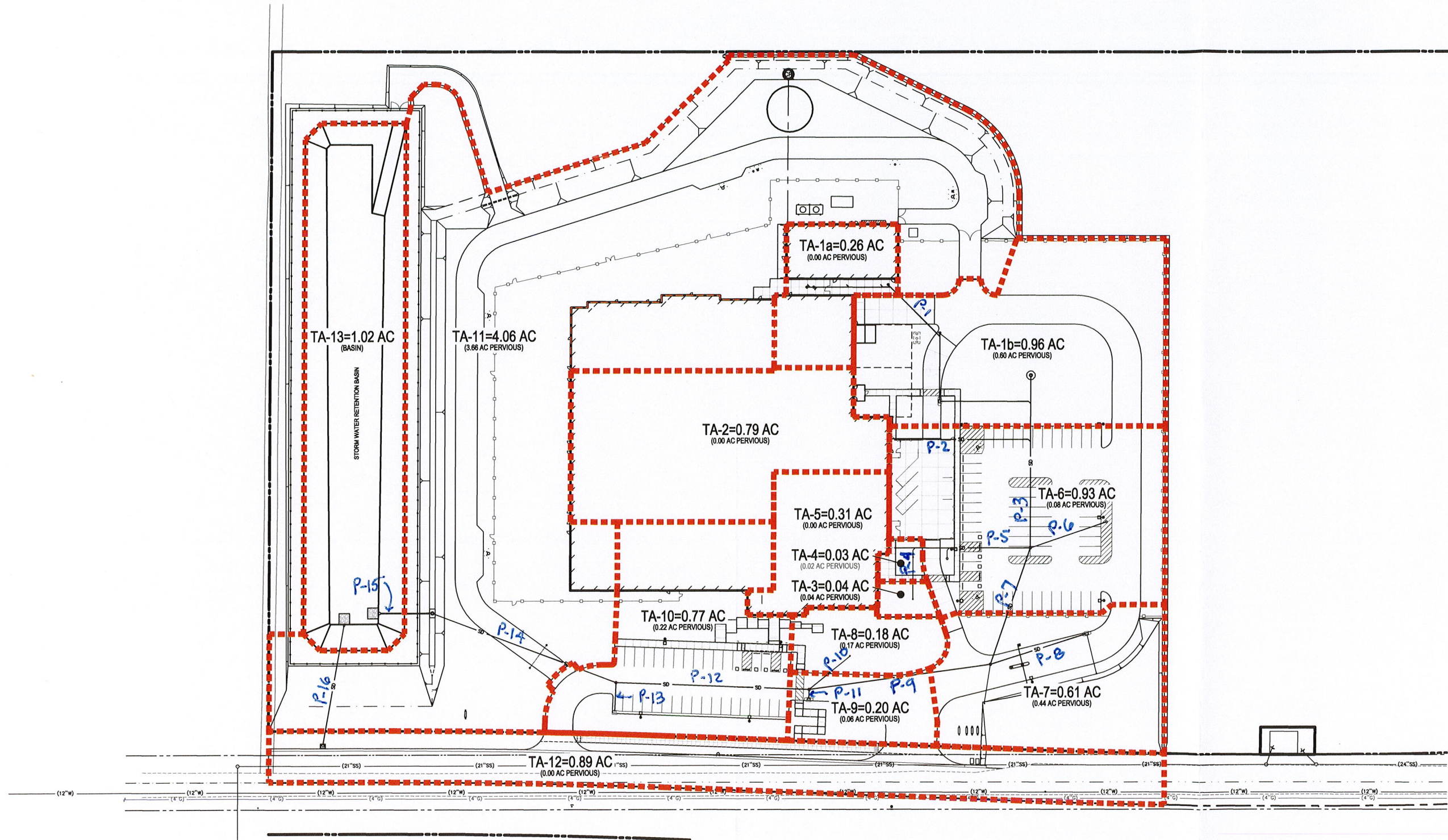
APPROVED BY: [Signature]
DATE: JAN 25 2016

Approval of this plan does not authorize or approve any omission or deviation from applicable regulations. Final approval is subject to field inspection. One set of approved plans shall be available on the project site at all times.

DLR Group
Architecture Engineering Planning Interiors

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ATTACHMENT NO. C-7
TO ADDENDUM C-4
DATED DECEMBER 4, 2015



1 INCH = 100 FT.



CITY COUNCIL AGENDA – NOVEMBER 2, 2021

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 meeting on October 19, 2021, 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 sixty-five (65) Executive Orders in support of the State addressing and mitigating COVID-19 impacts, several of which are pertinent to the City. On June 11, 2021, Governor Newsom issued two Executive Orders to terminate the Stay-at-Home Order (Executive Order N-07-21), as well as to begin the wind down of other previous Executive Orders related to the pandemic (Executive Order N-08-21).

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. On October 9, 2020, apparently in consideration of the approaching holidays (e.g. Halloween, Thanksgiving, Christmas, etc.), the State issued guidance to allow up to three households to gather outdoors, including in a public park or outdoor space, allowing for social distancing, hand hygiene and wearing of face coverings unless eating or drinking, and not to exceed two hours in duration. On December 3, 2020, in response to rapidly increasing positive cases and hospitalizations (especially requiring ICU care), the State issued new stay home

Orders that prohibited all gatherings with members of other households. On January 25, 2021, the State ended its stay home Orders, removing the prohibited gathering restriction. On April 12, 2021, the State issued new guidance for activities and business tiers consistent with the Blueprint for a Safer Economy, which continued to strongly discourage indoor gatherings, but did allow for outdoor social gatherings not to exceed fifty (50) individuals in the Orange (Moderate) Tier - Tulare County's tier status at that time. On May 21, 2021, the State issued new guidance for activities and business referred to as "Beyond the Blueprint" that became effective June 15, 2021, eliminating limitations on capacity and allowing large gatherings both outdoors (recommended vaccine verification or negative testing) and indoors (required vaccine verification or negative testing). The "Beyond the Blueprint" requirements and regulations were effective through October 1, 2021, which the State assessed conditions by September 1, 2021 and determined an update was necessary. On August 18, 2021, the State issued updated guidance to the "Beyond the Blueprint" in regard to indoor "Mega Events," requiring vaccine verification or negative testing requirements for events involving 1,000 or more participants, removing self-attestation as a mode of verification after September 20, 2021, and extending requirements and regulations until November 1, 2021. On October 27, 2021, the State issued updated guidance to the "Beyond the Blueprint" in regard to Indoor "Mega Events," requiring all indoor events to confirm identification of all attendees age 18 and older to confirm the individual presenting proof of vaccination or negative test is the attendee entering the facility or venue beginning December 1, 2021.

During the past eighteen (18) months, the Council and its legislative bodies have conducted teleconferencing meetings as allowed pursuant to a series of Executive Orders, the most recent which expired on September 30, 2021 (Executive Order N-08-021, issued June 11, 2021), which waived all physical presence requirements under the Brown Act as a means of limiting the spread of COVID-19. Recently adopted State law, Assembly Bill 361 (AB 361), extends the authority of public agencies to conduct meetings by teleconference, including video conference, without compliance with all of the Brown Act's limitations on such meetings, which the status of emergency resulting from the COVID-19 pandemic and accompanying recommendations for social distancing remain in place. Consistent with AB 361, the Council must adopt a Resolution consistent with its proclamation of local emergency, and must review and renew such Resolution every thirty (30) days thereafter. AB 361 will sunset on January 1, 2024.

The County and most cities across the county initially 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 prepared 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. On September 28, 2020, the State allowed public playgrounds to reopen with guidance and restrictions, which at its meeting on October 6, 2020, the Council acted to keep playgrounds closed until further action. In its regional stay at home order issued on December 3, 2020, the State ordered the closing of all indoor and outdoor playgrounds, but did encourage residents to experience outdoor recreation without gathering with anyone outside their immediate household. On December 9, 2020, the State changed its guidance on outdoor playgrounds, allowing to remain open to facilitate physically distanced personal health and wellness through outdoor exercise. At its meeting on February 2, 2021, the Council acted to reopen the City's public playgrounds and skatepark in accordance with State guidance and restrictions. On February 19, 2021, the State released new guidance for both indoor and outdoor youth and recreational adult sports, effective February 26, 2021. Adhering and consistent with State guidance, the City began offering the reservation of park arbors and pavilions on March 27, 2021, and reopened the Zalud House Museum on March 25, 2021.

Due to the pandemic and to avoid mass gatherings, the community has suffered from the cancellation in the 2020 calendar year of the Iris Festival, Cinco de Mayo Parade, Porterville Fair, Military Banner Ceremony, KJUG Summer Concert Series, Freedom Fest, Pioneer Days, Veterans Day Parade, Christmas Tree-Lighting Ceremony and the Children's Christmas Parade (December), which further cancellations in the current calendar year potentially to occur. At its meeting on October 5, 2021, the Council approved the Veterans Day Parade to occur on November 11, 2021, with health and safety precautions required including: 1) longer parade route, multiple announcing areas and signage to avoid gathering and encourage social distancing; 2) livestreaming the event for individuals who elect not to attend in-person; and 3) sponsoring a vaccine event in collaboration with Sierra View Medical Center.

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, although has begun to accumulate. Since the Council's action on March 17, 2020 and as of September 30, 2021, there was \$1,205,360 in unpaid City utility accounts (water: \$602,471; sewer: \$320,062; and refuse: \$282,828), with the corresponding total loss in late fees of \$291,399 - more than double the City's experience prior to the Governor's Executive Order. 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. State Senate Bill 155 was chaptered on September 24, 2021, which extends the prohibition of shutoff of utilities until December 31, 2021.

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 was working with two local hotels in the leasing of approximately thirty (30) rooms. At the time of this report, the County is no longer reporting the number of hotel rooms available to homeless individuals participating in the Project Roomkey program across the county, nor the number of rooms occupied. 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, as well as another Street Medicine event that occurred in the Porterville area on May 7, 2021. 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. However, Helping Hands decided to close its program in October 2020 due to limited donations and participation.

The City's contract operator of the planned navigation center, Turning Point of Central California, had been issued building permits and was making necessary improvements for anticipated opening in the month of July, 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 two-thirds capacity and meet State guidelines for healthy and safe operations. Given the delay in the installation of the fire monitoring and suppression system, at its meeting on August 4, 2020, the Council gave staff direction to consider opening the navigation center restricted to providing services without housing, which Turning Point opened and began offering daily services only on August 18, 2020. With the final completion of the requisite fire suppression and monitoring system, Turning Point began offering emergency shelter and transitional housing on November 15, 2020. For those served by the navigation center, a vaccine event occurred on May 7, 2021.

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. At its meeting on December 15, 2020, the Council acted to appoint Council Member Carrillo to replace former Council Member Gurrola on the Committee.

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. 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. In enforcement of the emergency Ordinance since adoption by Council, the Fire Department's Code Enforcement Division has eleven (11) documented business-oriented incidents, and the Police Department has 132 documented individual or group incidents. On June 9, 2021, the State released new face coverings guidance to take effect June 15, 2021, providing that face coverings are not required for fully vaccinated individuals except for: 1) on public transit; 2) indoors in K-12 education, childcare and youth settings; 3) healthcare settings; 4) state and local correctional and detention facilities; and 5) homeless, emergency and cooling centers. Unvaccinated individuals continue to be required to wear face coverings when indoors in public settings and businesses. On July 27, 2021, the CDC issued guidance that recommended vaccinated individuals wear face coverings while indoors in areas considered to be experiencing increased spread ("substantial" or "high" risk) of the delta variant coronavirus, which Tulare County at the time of this report is considered "high" risk for spread.

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.

On August 28, 2020, Governor Newsom announced that the State was implementing a new County Monitoring List system known as the Blueprint for a Safer Economy, incorporating standardized four tiers dependent upon a county's daily new cases per 100,000 population and testing positivity rates and the corresponding effect on economic sectors guidelines for operation. When the Blueprint for a Safer Economy was retired on June 15, 2021, Tulare County was in the Orange (Moderate) tier given its daily positive case rate per 100,000 population exceeded two (1.5 at the time of the report), however, the positivity rate met the Yellow (Minimal) tier requirement of less than two percent (1.5% at the time of the report). As of June 15, 2021, there were three counties in the Red (Substantial) tier, thirty-one (31) counties in the Orange (Moderate) tier and twenty-four (24) counties in the Yellow (Minimal) tier. Under the new system, the State allowed barber and hair salons to reopen indoor operations on August 31, 2020, and allowed nail salons to reopen indoor operations on September 22, 2020, if permitted by local county public health officials. The State further allowed expanded personal care services to reopen indoor operations on October 20, 2020, including esthetic, skin care, electrology, body art professionals, tattoo parlors, piercing shops and massage therapy (in non-healthcare settings).

On September 30, 2020, the State announced a new health equity metric to be included in the Blueprint for a Safer Economy, requiring that test positivity rates in disadvantaged communities that comprise the lowest quartile of a county's Healthy Places Index census tracts do not significantly lag behind overall county test positivity rates. In order to advance to the next less restrictive tier (e.g. Purple-widespread to Red-substantial), a county will need to meet an equity metric and/or demonstrate targeted investments to eliminate disparities in levels of transmission. According to Tulare County's report as of October 13, 2020, the lowest quartile does not include Porterville areas exceeding 8%

positivity, with the census tracts of Cutler/Yettum (24.4%), Pixley/Teviston (18.9%), Earlimart (15.6%), Alpaugh/Allensworth/Richgrove (15.4%), South-Central Tulare (13.3%), Tipton/Woodville (12.5%), West-Central Tulare (11.8%) and Orosi (8.9%) being of greatest concern. As referenced by a Member of Council, at its meeting on October 6, 2020, the Tulare County Board of Supervisors adopted a Resolution, demanding clarity, consistency, and continuity from Governor Newsom regarding COVID-19 directives to counties.

On November 19, 2020, due to the observed significant rise in positive cases, the State announced a "Limited Stay At Home Order" that in all counties in the Purple (Widespread) tier under the State's Blueprint for a Safer Economy, requiring that all non-essential business and public activities cease to occur between 10:00 PM and 5:00 AM, effective November 21, 2020 through December 21, 2020 or as may be extended. On January 25, 2021, the State removed this Order effective immediately.

On December 3, 2020, due to the continued significant rise in positive cases and hospitalizations (especially ICU care), the State issued a "Regional Stay At Home Order" with the state separated into five regions by county and centered around maintaining a minimum of fifteen percent (15%) regional hospital ICU capacity, with Tulare County joining eleven (11) other counties in the "San Joaquin Valley" region. The San Joaquin Valley region experienced 14.1% ICU capacity on December 5th and 6.6% capacity on December 6th, causing the new regional order to go into effect in the San Joaquin Valley region at 11:59 P.M. on December 6th. As of June 15, 2021, the San Joaquin Valley region had 27.4% ICU capacity. The regional order modified business operations, including: 1) limit indoor retail to no more than twenty percent (20%) capacity; 2) limit restaurants to delivery/pick-up/take-out only; 3) limit worship and political expression to outdoor only; 4) limit outdoor recreation to no drink or food sales; 5) limit essential office work only when remote work is not possible; and 6) limit hotels and lodging to only supporting critical infrastructure. The regional order closes business operations, including: 1) barber and hair salons; 2) personal care services (esthetician, massage, nail and tattoo); and 3) museums. On January 25, 2021, the State removed this Order, returning to the State's Blueprint for a Safer Economy and the county tiers system.

The new State Blueprint also provided a waiver process to allow TK-6th Grade students to receive in-person instruction with prior County and State approval, which locally St. Anne's School received such approval and began instruction on September 14, 2020. Also locally, Hope Elementary School received waiver approval and began in-person instruction on September 28, 2020, and Porterville Unified School District received waiver approval and began in-person instruction on December 1, 2020. Burton, Pleasant View Elementary and Rockford Elementary have each also received both County and State waiver approval and have begun in-person instruction. The State issued guidance on August 2, 2021, that all adults and students must wear face coverings when indoors, and on August 11, 2021, announced guidance that all education employees be vaccinated or be tested at least once weekly. On October 1, 2021, Governor Newsom announced that the COVID-19 vaccine would be added to

the list of vaccines required for school attendance for middle and high school grades, once the vaccine receives full approval from the federal Food and Drug Administration (FDA).

At its meeting on August 4, 2020, the Council considered and gave direction to staff evaluate opportunities for local restaurants to operate outdoors in the City's public right-of-way. At its meeting on August 18, 2020, given City liability considerations, the Council gave direction to work with local restaurants individually through an application and guidelines developed in coordination with the Council's Ad Hoc Committee. On August 24, 2020, the Council Ad Hoc Committee met with staff to review draft guidelines for the opening of outdoor dining by restaurants in public right-of-way, which the final guidelines are provided as an attachment. Consistent with the guidelines and the proposed City's support for protecting restaurant patrons dining in the public right-of-way, at its meeting on September 1, 2020, the Council authorized an appropriation of \$100,000 from the City's Emergency/Catastrophic Reserve Fund for the purchase of necessary traffic and sidewalk barriers and other complimentary amenities, with any expenditure of funds to be documented for potential reimbursement should future federal and/or state funding be made available to mitigate COVID-19 activities. Nine entities had been approved to provide outdoor dining, including the Elks Lodge #1342, New China Restaurant, El Jacalito Taqueria, Pho Sho Fusion House, Pizza Factory, El Maguey Mexican Restaurant, Mariscos El-30, RJ's Cafe & Bakery, El Nuevo Mexicali II, Habi Sushi, Black Bear Diner and Birria Y Pollos El Guero, and several more were in the application process prior to outdoor dining being prohibited by the State's regional stay at home orders on December 3, 2020. On January 25, 2021, the State removed the regional stay at home Order, again allowing outdoor dining and the consideration of the outdoor dining permits that were in process. The Council's initial approval of the outdoor dining permit process was effective through January 31, 2021, which at its meeting on February 2, 2021, the Council acted to extend its outdoor dining permit process until June 30, 2021. Subsequently, an additional seven entities have been approved to provide outdoor dining, including Birria y Pupusas Las Favoritas, Denny's, El Nuevo Mexicali, El Tapatio, Landing 13, Taco Truck Cantina and The Mud House.

On June 3, 2021, Governor Newsom released a letter announcing the Eighth Notice of Regulatory Relief that allows restaurants and bars to maintain their expanded outdoor operations by providing regulatory relief through the end of 2021. The regulatory relief includes; on-sale retailers exercising off-sale privileges, sales of alcoholic beverages to-go, deliveries to consumers, free delivery, expansion of licensed footprint, on-sale licenses without kitchen facilities, virtual meet the winemaker or brewer dinners, renewal of relief for charitable promotions and sales, and relief from type-75 requirement to produce 100 barrels of beer annually. The letter also encourages local jurisdictions to continue to allow expanded outdoor dining opportunities. At the time of this report nineteen (19) entities have been approved to provide outdoor dining. One restaurant requested that their permit closed and several other restaurants are no longer utilizing the temporary outdoor dining areas approved under the program. The Council's initial approval of the outdoor dining permit process

through January 31, 2021, was extended on February 2, 2021 to June 30, 2021. At its meeting on June 15, 2021, the Council extended the outdoor dining permit through January 2, 2022.

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. On August 12 and 13, 2020, the State's Unified Support Team met with local representatives in developing strategies reducing community spread in Tulare County.

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. On August 31, 2020, Governor Newsom signed legislation to extend protections for tenants from eviction from COVID-19-related back rent through February 1, 2021, as well as extended anti-foreclosure protections in the Homeowner Bill of Rights to small landlords, and on January 20, 2021, Governor Newsom signed legislation to extend the protections through June 30, 2021. On June 28, 2021, Governor Newsom signed legislation to extend the protections through September 30, 2021. With the conclusion of the eviction moratorium, \$850 million in State emergency rental assistance continues to be available to eligible low income tenants through the California COVID-19 Rent Relief Program.

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. On August 19, 2020, the State notified the County that State personnel were being assigned to support the large fires in northern California and now across the state, and that PDC would not be accepting any new patients until further notice. As of September 12, 2020, there were no patients being treated at PDC, with the State designating the "warm closure" of the facility that can be reactivated within seventy-two (72) hours if necessary. The State has indicated that due to rising hospitalizations, it anticipated that PDC would be reopened as a regional alternate site, which was activated on December 15, 2020, and at the time of this report is currently not treating any patients and has been returned to "warm closure" status.

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 had been 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, however, the State and the Veterans Memorial administration have agreed to continue testing, with the testing site being terminated effective July 31, 2021. In addition, the City has partnered with the County in providing free community walkup testing, occurring weekly on Tuesdays in the public parking lot south of the Centennial Plaza building, which the County made the determination to

discontinue the testing site effective May 18, 2021.

The United States Food and Drug Administration (FDA) provided emergency use authorization for the Pfizer-BioNTech COVID-19 vaccine on December 11, 2020, the Moderna vaccine on December 18, 2020 and the Johnson & Johnson vaccine on February 27, 2021, which the State provided guidelines for the distribution of vaccines in three phases. Consistent with the State's identified Phase 1A/Tier 1 priority, Tulare County began vaccinations the week of December 14, 2020, with approximately 3,000 vaccines administered. At the time of this report, the County has received 331,725 vaccines and administered 239,776 vaccines to residents, and is available to all individuals age 12 or older. The County had identified large-scale community vaccination sites, with locations in Porterville (Porterville College), Tulare (Ag Center) and Visalia (College of the Sequoias), though the County transitioned the Porterville vaccination site to the Porterville Fairgrounds in May 2021 due to a parking lot project at Porterville College. At its Special Meeting on April 13, 2021, the City Council approved a mass vaccination and resource fair event sponsored by the County at the Porterville Fairgrounds on Sunday, April 18th through Tuesday, April 20th, 2021, which a successor vaccination event at the Fairgrounds for Sunday, May 10th through Tuesday, May 12th, 2021. Effective July 31, 2021, the local community vaccine clinic operated by Sierra View Medical Center and Imperial Ambulance at the Veterans Memorial Building transitioned to Sierra View's facility on the southwest corner of Morton Avenue/Pearson Drive.

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.

On December 27, 2020, President Trump signed a \$900 billion COVID-19 relief bill into law, which included enhanced unemployment benefits, direct cash payments, small business assistance, childcare and education funding, rental assistance, vaccine and hospital funding, and payroll tax repayment, but

did not include local government funding. Tulare County has reported that it would be receiving \$13 million in direct funding for rental and utility assistance, which it opted to dedicate to the State under SB 91 legislation for matching funds of \$14 million, with the total estimated \$27 million to be administered by the Local Initiatives Support Corporation (LISC) through local non-profit organizations beginning by March 15, 2021.

On July 14, 2021, Governor Newsom announced the State's new \$100 billion California Comeback Plan, which includes \$5.2 billion allocated for both back-rent and prospective rent for eligible low income residents(California COVID-19 Rent Relief Program), as well as \$2 billion to pay back unpaid water and utility bills.

On March 11, 2021, President Biden signed the \$1.9 trillion American Rescue Plan Act (ARPA), which includes \$65 billion in local government funding assistance, with recent estimates by adopted population formulas would provide \$19,984,717 in direct federal financial assistance to the City. Guidelines for the eligible use of funds are currently being drafted by the U.S. Department of the Treasury, which will administer the funds, who released the Interim Final Rule on May 10, 2021. The City's first allocation of \$9,992,358 was received on May 20, 2021, which the second allocation would be received twelve (12) months later in May 2022, with all funds required to be obligated by December 31, 2024, and expended by December 31, 2026. Pursuant to the Interim Final Rule, the funds may be used for: 1) support public health expenditures in response and mitigation of COVID-19, including public safety personnel; 2) address negative economic impacts caused by the public health emergency, including assistance to individuals, households, businesses and impacted industries (tourism, travel and hospitality); 3) replace lost public sector revenue; 4) provide premium pay for essential workers in critical infrastructure sectors; and 5) invest in water, sewer and broadband infrastructure. At its meeting on May 18, 2021, the Council provided direction that the priorities for funding be water infrastructure, homeless services, broadband and technology infrastructure, business assistance (restaurants in particular) and vaccine support.

Consistent with federal guidelines in the use of ARPA funds and the Council's priorities for the use of funds, at its meeting on August 17, 2021, the Council acted to support a vaccine incentive program in collaboration with Sierra View Medical Center, offering \$100 gift cards/certificates from local businesses (with particular focus on restaurants and personal services) to individuals being vaccinated in special publicized events. The City and Sierra View partnered in a vaccine event at the KJUG Free Summer Concert at Centennial Park on August 19, 2021, which seventy-four (74) individuals were vaccinated, and a Community Roundup Event on August 27, 2021 at Sierra View's vaccine clinic, which had 366 individuals vaccinated, for a total of 440 local gift cards to be purchased and \$44,000 in City's ARPA funds expended. A second Community Roundup Event was held on September 16-18, 2021, with 795 individuals vaccinated. The third Community Roundup Event was held on October 7-9, 2021, with 1,249 individuals vaccinated. A total of 2,320 local gift

cards/certificates have been purchased and \$232,200 in City ARPA funds expended. Sierra View has expressed its interest in continuing to partner with the City in future vaccine incentive events, which the Council at its meeting on September 21, 2021, authorized continued Community Roundup Events for October 7-9 and October 28-30, 2021, as well as Music on Main events on October 15, 2021, and October 29, 2021. At its meeting on October 5, 2021, the Council approved a vaccine incentive event in conjunction with the Veterans Day Parade on November 11, 2021. Unfortunately, the vaccine event planned in conjunction with the Family Literacy Day on September 25, 2021, was canceled due to unhealthy air quality from the local Windy Fire, and due to a lack of staffing, Sierra View has been unable to conduct vaccine events at either of the Music on Main events. Family Healthcare Network has also expressed an interest to partner with the City on vaccine incentive events through its Downtown clinic.

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. Although the City received approval of its CDBG-CV plan and program by HUD, on August 10, 2020, HUD released its final set of program rules, which staff had to review for consistency. On September 17, 2020, the City received notification from HUD of an additional \$393,000 in additional CDBG-CV funds, which City staff is still awaiting final approval from HUD on the use of funds. 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, which due to the State's current regional stay at home order, at its meeting on December 15, 2020, the Council acted to defer the biannual collection again until July 2021. At its meeting on August 3, 2021, the Council acted to continue to defer the biannual collection until January 2022.

On December 3, 2020, given the new Regional Stay-at-Home Orders, the State announced that a new \$500 million in grants would be made available to assist small businesses impacted by the Orders, which the application period for the first round of funding opened on December 30, 2020, and closed on January 13, 2021. A second round of funding was committed to by the State, with the application period having opened on February 2 and closed on February 8, 2021. Four additional rounds of funding were announced by the State on March 3, 2021, with the third round (waitlisted applicants from the first and second rounds only) having opened on March 5 and closed March 11, 2021, the fourth round (nonprofit cultural institutions only) opened on March 16 and closed on March 23, 2021, the fifth round (open to all eligible applicants) opened on March 25 and closed on March 31, 2021, and the sixth round (open to all eligible applicants) opened on April 28, 2021 and closed on May 4, 2021. An eighth round for nonprofit cultural institutions only opened on August 27, 2021 and closed on September 8, 2021. A ninth round for new and waitlisted applicants opened on September 9, 2021 and closed on September 30, 2021.

Additional rounds of funding are expected to be announced, as the State has recognized an estimated \$75 billion budget surplus.

Given challenges of access and gaps in available small business assistance, some cities have developed self-funded small business assistance programs. As an example, the City of Whittier recently developed a \$500,000 small business assistance grant program, with eligible businesses required to have a valid business license, be independently owned and operated, and have a physical commercial location (home based businesses are not eligible). The program provides \$500 to personal care services providers (i.e. hair, massage, nail, skincare, tattoo), \$2,000 to businesses that generate less than \$250,000 in gross taxable sales, and \$2,500 to businesses that generate more than \$250,000 in gross taxable sales. Small businesses are defined as generating less than \$1.25 million in gross taxable sales.

From a City financial perspective, there is uncertainty as to how the pandemic would affect local sales tax and transient occupancy tax, which could be further compounded by a potential 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.

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 received approximately \$740,000.

On Friday, January 8, 2021, Governor Newsom announced the State's proposed \$227 billion budget for the 2021-2022 fiscal year, allocating \$15 billion for COVID-19 recovery and support, focused on vaccinations, safe reopening of schools, support for small businesses, and funding for California residents, but did not include financial support for cities.

On Tuesday, February 23, 2021, Governor Newsom signed the Golden State Stimulus legislation, that provides \$9.6 billion in financial assistance to eligible individuals and families, and economic aid to qualifying small businesses and non-profits.

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;

3. Approve the Draft Resolution authorizing local emergency virtual meetings; and
4. 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-42-20 - Utilities
7. City of Porterville Urgency Ordinance - Face Coverings: July 21, 2020
8. Tulare County Emergency Rental and Utility Assistance Program
9. United States Treasury Department State and Local Fiscal Recovery Funds - Fact Sheet
10. State of California Face Coverings Guidance - June 9, 2021
11. City Utilities Past Due Balances - September 2021
12. Vaccination Incentives Report
13. State of California Beyond the Blueprint Framework for Industry and Business Sectors Update - October 27, 2021
14. Draft Resolution - AB 361 Local Emergency Remote Access

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

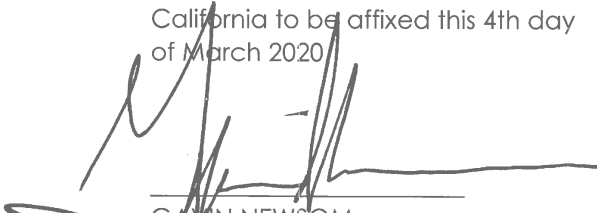
notification requirement of Civil Code section 1798.24, subdivision (i), is suspended.

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:

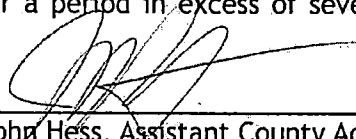
1. Proclaims that a local emergency, as defined in Government Code Section 8558 and Tulare County Ordinance Code Section 1-15-1005, now exists within the County due to the presence of COVID-19; and
2. Requests that the Governor of the State of California request a federal declaration to provide assistance, 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

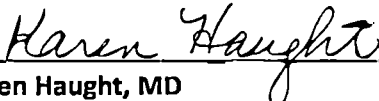
WHEREAS, the Board of Supervisors is not in session, and cannot immediately be called into session; and

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-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.

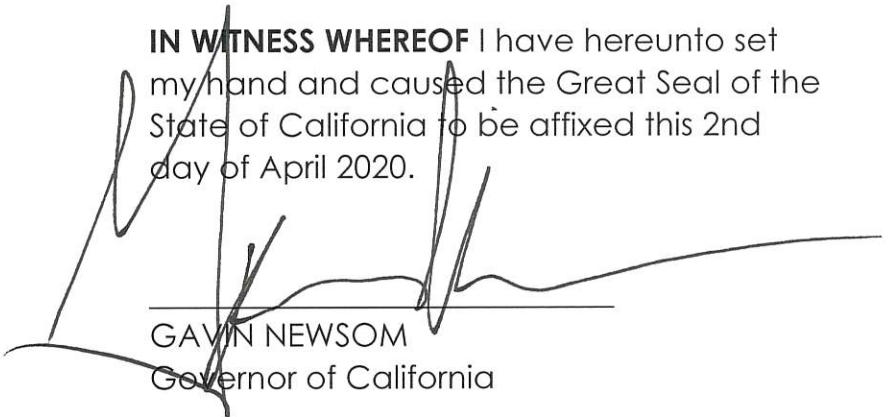
Nothing in this Order eliminates the obligation of water customers to pay for water service, prevents a water system from charging a customer for such service, or reduces the amount a customer already may owe to a water system.

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

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.

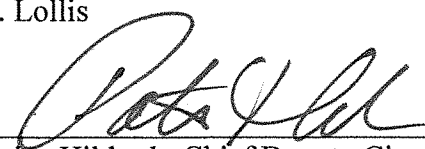
Section 6. This Ordinance is exempt from the requirements of CEQA pursuant to California Public Resources Code Section 21080(b) (4).

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)

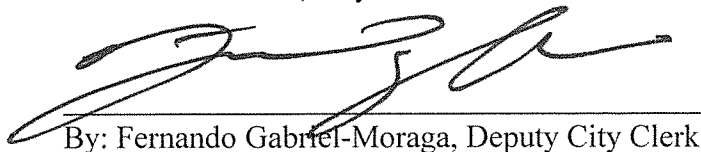
I, JOHN D. LOLLIS, the duly qualified City Clerk of the City of Porterville do hereby certify:

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.

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

Overview of the Emergency Rental Assistance Program

Background

On December 27, 2020 the federal Consolidated Appropriations Act 2021 was signed into law and \$25 billion was allocated to the United States Treasury (UST) for the Emergency Rental Assistance Program (ERAP) to assist households that are unable to pay rent or utilities due to the COVID-10 pandemic. California received \$2.6 of the federal ERAP funds. To implement these rental assistance resources, the state of CA worked with state legislation to develop a programmatic framework to ease administration burden and deploy these resources to those most in need.

On January 28th, the Legislature approved SB 91. This bill extended the eviction protections and created a mechanism to deploy the \$2.6 billion in ERAP resources to assist struggling tenants and landlords impacted by COVID-19. The bill allocated \$1.5 billion to the state and \$1.1 billion directly to local governments with populations with more than 200,000. The bill establishes the criteria and prioritization for use of the state-administered rental assistance funding from the federal bill.

Local governments with populations of 200,000 and greater that received a direct allocation of funding for rental assistance from the federal government could also qualify for block grant funding from the state's \$1.5 billion share. Counties were given the option to take the funds and administer their own program or to participate in the state-administered program. Tulare County has opted to participate in the state administered program. The state administered program will be managed centrally by the Local Initiatives Support Corporation (LISC).

Under state statute the rental assistance program is to be implemented by March 15, 2021. Ninety percent of the funding is to be directed towards financial assistance and ten percent for administration of the program.

Program Requirements

While not a full comprehensive list, the key program requirements include the following:

- For those landlords who agree to participate, funding will be available to pay up to 80 percent of an eligible household's unpaid rent accumulated from April 2020 through March 2021, provided that the landlord agrees to forgive the remaining 20 percent.
- In cases where the landlord chooses not to participate, tenants can apply for assistance for rental arrears, but are be limited to compensation of 25% of the eligible household's unpaid rent accumulated from April 2020 through March 2021 which will be paid to the landlord. The program also allows for prospective payments of 25% of the monthly rent for the months of April, May, and June 2021.
- Funds are to be administered in a least three rounds to eligible households. Prioritizing: (1) those households under 50% of the area median income (AMI) or unemployed for 90 days; (2) Below 80% AMI and in communities disproportionately affected by COVID-19 (as determined by the Department of Housing and Community Development); (3) Below 80% AMI not included in round 1 and 2.
- The top priority for the use of assistance funding would be rental arrears; followed by prospective rent payments, utility payments (both arrears and prospective payments)

LISC and Local Partnership

Given the rapid implementation timeframes, the one-time nature of these funds, among other considerations, the State believed that a central administrative structure would be most effective in deploying these resources in an effective and compliant manner. They contracted with LISC to administering the Emergency Rental Assistance Program (ERAP). LISC will be responsible in providing the following support and oversight:

- State outreach and education campaign with adaptability for local messaging.
- Standardized, federally consistent application and eligibility criteria, accessible to both landlords and tenants.
- Contracted solution with a state-wide network, including rural areas.
- Robust, multi-lingual client support and technical assistance.
- Processing of Applications (input, review, verification, fraud control, notifications to tenant and landlord, verification of accounts, disbursement of payment, reporting per state and federal government requirements, downstream audit management).
- Central privacy protections and fraud control.
- Management of duplication of benefits in accordance with the Consolidated Appropriations Act, 2021.
- Application portal to begin receiving applications from landlords and tenants.

LISC is seeking nonprofit and community-based organizations with capacity to provide local on-the-ground support to residents to help them access rental assistance. LISC will work with local partners and organizations within Tulare County to ensure all potential applicants know about the ERAP and receive the needed program assistance.

There are three tiers of partnership: Tier 1-Promotion, Tier 2-Outreach, and Tier 3-Technical Assistance. Local partners who want to partner with LISC will need to submit an application. Partner requirements include:

- Registered non-profits and quasi-government entities providing services to residents in communities served by this program
- Must have an EIN
- Must have a DUNS number
- Must be active on the CA Secretary of State website
- Must be registered on SAM website
- If applicable, non-profits must have actively filed 990 Forms

Organizations that do not have the above information are not eligible for Tier 2 and Tier 3 partnership but may still apply under the Tier 1 program. All applicants will be considered based on capacity to successfully reach their proposed community. Tier 2 and 3 will also be evaluated based on ability to successfully administer federal funds. First round of applications were due Monday, February 22. However, ongoing applications can still be submitted after the 22nd and will be reviewed on an ongoing basis throughout the program. To apply go to <https://lisc.tfaforms.net/308>

Eviction Protections

- SB 91 extends the states current eviction moratorium for tenants unable to pay rent due to COVID related financial hardships, as established under AB 3088, by five months, from January 31, 2021 through June 30, 2021.
- Tenants must continue to pay 25% of their rental obligations, as required under AB 3088, through June 30, 2021. During this time as tenants continue to pay at least 25% of their rent, then they are protected from eviction for any unpaid rent that has accumulated through June 30 and it can never be used as the basis for eviction. The 25% may be paid monthly or as a lump sum by June 30, 2021.

FACT SHEET: The Coronavirus State and Local Fiscal Recovery Funds Will Deliver \$350 Billion for State, Local, Territorial, and Tribal Governments to Respond to the COVID-19 Emergency and Bring Back Jobs

May 10, 2021

Aid to state, local, territorial, and Tribal governments will help turn the tide on the pandemic, address its economic fallout, and lay the foundation for a strong and equitable recovery

Today, the U.S. Department of the Treasury announced the launch of the Coronavirus State and Local Fiscal Recovery Funds, established by the American Rescue Plan Act of 2021, to provide \$350 billion in emergency funding for eligible state, local, territorial, and Tribal governments. Treasury also released details on how these funds can be used to respond to acute pandemic response needs, fill revenue shortfalls among these governments, and support the communities and populations hardest-hit by the COVID-19 crisis. With the launch of the Coronavirus State and Local Fiscal Recovery Funds, eligible jurisdictions will be able to access this funding in the coming days to address these needs.

State, local, territorial, and Tribal governments have been on the frontlines of responding to the immense public health and economic needs created by this crisis – from standing up vaccination sites to supporting small businesses – even as these governments confronted revenue shortfalls during the downturn. As a result, these governments have endured unprecedented strains, forcing many to make untenable choices between laying off educators, firefighters, and other frontline workers or failing to provide other services that communities rely on. Faced with these challenges, state and local governments have cut over 1 million jobs since the beginning of the crisis. The experience of prior economic downturns has shown that budget pressures like these often result in prolonged fiscal austerity that can slow an economic recovery.

To support the immediate pandemic response, bring back jobs, and lay the groundwork for a strong and equitable recovery, the American Rescue Plan Act of 2021 established the Coronavirus State and Local Fiscal Recovery Funds, designed to deliver \$350 billion to state, local, territorial, and Tribal governments to bolster their response to the COVID-19 emergency and its economic impacts. Today, Treasury is launching this much-needed relief to:

- Support urgent COVID-19 response efforts to continue to decrease spread of the virus and bring the pandemic under control;
- Replace lost public sector revenue to strengthen support for vital public services and help retain jobs;
- Support immediate economic stabilization for households and businesses; and,
- Address systemic public health and economic challenges that have contributed to the unequal impact of the pandemic on certain populations.

The Coronavirus State and Local Fiscal Recovery Funds provide substantial flexibility for each jurisdiction to meet local needs—including support for households, small businesses, impacted industries, essential workers, and the communities hardest-hit by the crisis. These funds also deliver resources that recipients can invest in building, maintaining, or upgrading their water, sewer, and broadband infrastructure.

Starting today, eligible state, territorial, metropolitan city, county, and Tribal governments may request Coronavirus State and Local Fiscal Recovery Funds through the Treasury Submission Portal. Concurrent with this program launch, Treasury has published an Interim Final Rule that implements the provisions of this program.

FUNDING AMOUNTS

The American Rescue Plan provides a total of \$350 billion in Coronavirus State and Local Fiscal Recovery Funds to help eligible state, local, territorial, and Tribal governments meet their present needs and build the foundation for a strong recovery. Congress has allocated this funding to tens of thousands of jurisdictions. These allocations include:

Type	Amount (\$ billions)
States & District of Columbia	\$195.3
Counties	\$65.1
Metropolitan Cites	\$45.6
Tribal Governments	\$20.0
Territories	\$4.5
Non-Entitlement Units of Local Government	\$19.5

Treasury expects to distribute these funds directly to each state, territorial, metropolitan city, county, and Tribal government. Local governments that are classified as non-entitlement units will receive this funding through their applicable state government. Treasury expects to provide further guidance on distributions to non-entitlement units next week.

Local governments should expect to receive funds in two tranches, with 50% provided beginning in May 2021 and the balance delivered 12 months later. States that have experienced a net increase in the unemployment rate of more than 2 percentage points from February 2020 to the latest available data as of the date of certification will receive their full allocation of funds in a single payment; other states will receive funds in two equal tranches. Governments of U.S. territories will receive a single payment. Tribal governments will receive two payments, with the first payment available in May and the second payment, based on employment data, to be delivered in June 2021.

USES OF FUNDING

Coronavirus State and Local Fiscal Recovery Funds provide eligible state, local, territorial, and Tribal governments with a substantial infusion of resources to meet pandemic response needs and rebuild a stronger, more equitable economy as the country recovers. Within the categories of eligible uses, recipients have broad flexibility to decide how best to use this funding to meet the needs of their communities. Recipients may use Coronavirus State and Local Fiscal Recovery Funds to:

- **Support public health expenditures**, by funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff;
- **Address negative economic impacts caused by the public health emergency**, including economic harms to workers, households, small businesses, impacted industries, and the public sector;
- **Replace lost public sector revenue**, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
- **Provide premium pay for essential workers**, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and,
- **Invest in water, sewer, and broadband infrastructure**, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet.

Within these overall categories, Treasury’s Interim Final Rule provides guidelines and principles for determining the types of programs and services that this funding can support, together with examples of allowable uses that recipients may consider. As described below, Treasury has also designed these provisions to take into consideration the disproportionate impacts of the COVID-19 public health emergency on those hardest-hit by the pandemic.

1. Supporting the public health response

Mitigating the impact of COVID-19 continues to require an unprecedented public health response from state, local, territorial, and Tribal governments. Coronavirus State and Local Fiscal Recovery Funds provide resources to meet these needs through the provision of care for those impacted by the virus and through services that address disparities in public health that have been exacerbated by the pandemic. Recipients may use this funding to address a broad range of public health needs across COVID-19 mitigation, medical expenses, behavioral healthcare, and public health resources. Among other services, these funds can help support:

- **Services and programs to contain and mitigate the spread of COVID-19, including:**
 - ✓ Vaccination programs
 - ✓ Medical expenses
 - ✓ Testing
 - ✓ Contact tracing
 - ✓ Isolation or quarantine
 - ✓ PPE purchases
 - ✓ Support for vulnerable populations to access medical or public health services
 - ✓ Public health surveillance (e.g., monitoring for variants)
 - ✓ Enforcement of public health orders
 - ✓ Public communication efforts
 - ✓ Enhancement of healthcare capacity, including alternative care facilities
 - ✓ Support for prevention, mitigation, or other services in congregate living facilities and schools
 - ✓ Enhancement of public health data systems
 - ✓ Capital investments in public facilities to meet pandemic operational needs
 - ✓ Ventilation improvements in key settings like healthcare facilities

- **Services to address behavioral healthcare needs exacerbated by the pandemic, including:**
 - ✓ Mental health treatment
 - ✓ Substance misuse treatment
 - ✓ Other behavioral health services
 - ✓ Hotlines or warmlines
 - ✓ Crisis intervention
 - ✓ Services or outreach to promote access to health and social services
- **Payroll and covered benefits expenses** for public health, healthcare, human services, public safety and similar employees, to the extent that they work on the COVID-19 response. For public health and safety workers, recipients can use these funds to cover the full payroll and covered benefits costs for employees or operating units or divisions primarily dedicated to the COVID-19 response.

2. **Addressing the negative economic impacts caused by the public health emergency**

The COVID-19 public health emergency resulted in significant economic hardship for many Americans. As businesses closed, consumers stayed home, schools shifted to remote education, and travel declined precipitously, over 20 million jobs were lost between February and April 2020. Although many have since returned to work, as of April 2021, the economy remains more than 8 million jobs below its pre-pandemic peak, and more than 3 million workers have dropped out of the labor market altogether since February 2020.

To help alleviate the economic hardships caused by the pandemic, Coronavirus State and Local Fiscal Recovery Funds enable eligible state, local, territorial, and Tribal governments to provide a wide range of assistance to individuals and households, small businesses, and impacted industries, in addition to enabling governments to rehire public sector staff and rebuild capacity. Among these uses include:

- **Delivering assistance to workers and families**, including aid to unemployed workers and job training, as well as aid to households facing food, housing, or other financial insecurity. In addition, these funds can support survivor's benefits for family members of COVID-19 victims.
- **Supporting small businesses**, helping them to address financial challenges caused by the pandemic and to make investments in COVID-19 prevention and mitigation tactics, as well as to provide technical assistance. To achieve these goals, recipients may employ this funding to execute a broad array of loan, grant, in-kind assistance, and counseling programs to enable small businesses to rebound from the downturn.
- **Speeding the recovery of the tourism, travel, and hospitality sectors**, supporting industries that were particularly hard-hit by the COVID-19 emergency and are just now beginning to mend. Similarly impacted sectors within a local area are also eligible for support.
- **Rebuilding public sector capacity**, by rehiring public sector staff and replenishing unemployment insurance (UI) trust funds, in each case up to pre-pandemic levels. Recipients may also use this funding to build their internal capacity to successfully implement economic relief programs, with investments in data analysis, targeted outreach, technology infrastructure, and impact evaluations.

3. Serving the hardest-hit communities and families

While the pandemic has affected communities across the country, it has disproportionately impacted low-income families and communities of color and has exacerbated systemic health and economic inequities. Low-income and socially vulnerable communities have experienced the most severe health impacts. For example, counties with high poverty rates also have the highest rates of infections and deaths, with 223 deaths per 100,000 compared to the U.S. average of 175 deaths per 100,000.

Coronavirus State and Local Fiscal Recovery Funds allow for a broad range of uses to address the disproportionate public health and economic impacts of the crisis on the hardest-hit communities, populations, and households. Eligible services include:

- **Addressing health disparities and the social determinants of health**, through funding for community health workers, public benefits navigators, remediation of lead hazards, and community violence intervention programs;
- **Investments in housing and neighborhoods**, such as services to address individuals experiencing homelessness, affordable housing development, housing vouchers, and residential counseling and housing navigation assistance to facilitate moves to neighborhoods with high economic opportunity;
- **Addressing educational disparities** through new or expanded early learning services, providing additional resources to high-poverty school districts, and offering educational services like tutoring or afterschool programs as well as services to address social, emotional, and mental health needs; and,
- **Promoting healthy childhood environments**, including new or expanded high quality childcare, home visiting programs for families with young children, and enhanced services for child welfare-involved families and foster youth.

Governments may use Coronavirus State and Local Fiscal Recovery Funds to support these additional services if they are provided:

- within a Qualified Census Tract (a low-income area as designated by the Department of Housing and Urban Development);
- to families living in Qualified Census Tracts;
- by a Tribal government; or,
- to other populations, households, or geographic areas disproportionately impacted by the pandemic.

4. Replacing lost public sector revenue

State, local, territorial, and Tribal governments that are facing budget shortfalls may use Coronavirus State and Local Fiscal Recovery Funds to avoid cuts to government services. With these additional resources, recipients can continue to provide valuable public services and ensure that fiscal austerity measures do not hamper the broader economic recovery.

Many state, local, territorial, and Tribal governments have experienced significant budget shortfalls, which can yield a devastating impact on their respective communities. Faced with budget shortfalls and pandemic-related uncertainty, state and local governments cut staff in all 50 states. These budget shortfalls and staff cuts are particularly problematic at present, as these entities are on the front lines of battling the COVID-19 pandemic and helping citizens weather the economic downturn.

Recipients may use these funds to replace lost revenue. Treasury's Interim Final Rule establishes a methodology that each recipient can use to calculate its reduction in revenue. Specifically, recipients will compute the extent of their reduction in revenue by comparing their actual revenue to an alternative representing what could have been expected to occur in the absence of the pandemic. Analysis of this expected trend begins with the last full fiscal year prior to the public health emergency and projects forward at either (a) the recipient's average annual revenue growth over the three full fiscal years prior to the public health emergency or (b) 4.1%, the national average state and local revenue growth rate from 2015-18 (the latest available data).

For administrative convenience, Treasury's Interim Final Rule allows recipients to presume that any diminution in actual revenue relative to the expected trend is due to the COVID-19 public health emergency. Upon receiving Coronavirus State and Local Fiscal Recovery Funds, recipients may immediately calculate the reduction in revenue that occurred in 2020 and deploy funds to address any shortfall. Recipients will have the opportunity to re-calculate revenue loss at several points through the program, supporting those entities that experience a lagged impact of the crisis on revenues.

Importantly, once a shortfall in revenue is identified, recipients will have broad latitude to use this funding to support government services, up to this amount of lost revenue.

5. Providing premium pay for essential workers

Coronavirus State and Local Fiscal Recovery Funds provide resources for eligible state, local, territorial, and Tribal governments to recognize the heroic contributions of essential workers. Since the start of the public health emergency, essential workers have put their physical well-being at risk to meet the daily needs of their communities and to provide care for others.

Many of these essential workers have not received compensation for the heightened risks they have faced and continue to face. Recipients may use this funding to provide premium pay directly, or through grants to private employers, to a broad range of essential workers who must be physically present at their jobs including, among others:

- | | |
|---|---|
| ✓ Staff at nursing homes, hospitals, and home-care settings | ✓ Truck drivers, transit staff, and warehouse workers |
| ✓ Workers at farms, food production facilities, grocery stores, and restaurants | ✓ Childcare workers, educators, and school staff |
| ✓ Janitors and sanitation workers | ✓ Social service and human services staff |
| ✓ Public health and safety staff | |

Treasury's Interim Final Rule emphasizes the need for recipients to prioritize premium pay for lower income workers. Premium pay that would increase a worker's total pay above 150% of the greater of the state or county average annual wage requires specific justification for how it responds to the needs of these workers.

In addition, employers are both permitted and encouraged to use Coronavirus State and Local Fiscal Recovery Funds to offer retrospective premium pay, recognizing that many essential workers have not yet received additional compensation for work performed. Staff working for third-party contractors in eligible sectors are also eligible for premium pay.

6. Investing in water and sewer infrastructure

Recipients may use Coronavirus State and Local Fiscal Recovery Funds to invest in necessary improvements to their water and sewer infrastructures, including projects that address the impacts of climate change.

Recipients may use this funding to invest in an array of drinking water infrastructure projects, such as building or upgrading facilities and transmission, distribution, and storage systems, including the replacement of lead service lines.

Recipients may also use this funding to invest in wastewater infrastructure projects, including constructing publicly-owned treatment infrastructure, managing and treating stormwater or subsurface drainage water, facilitating water reuse, and securing publicly-owned treatment works.

To help jurisdictions expedite their execution of these essential investments, Treasury's Interim Final Rule aligns types of eligible projects with the wide range of projects that can be supported by the Environmental Protection Agency's Clean Water State Revolving Fund and Drinking Water State Revolving Fund. Recipients retain substantial flexibility to identify those water and sewer infrastructure investments that are of the highest priority for their own communities.

Treasury's Interim Final Rule also encourages recipients to ensure that water, sewer, and broadband projects use strong labor standards, including project labor agreements and community benefits agreements that offer wages at or above the prevailing rate and include local hire provisions.

7. Investing in broadband infrastructure

The pandemic has underscored the importance of access to universal, high-speed, reliable, and affordable broadband coverage. Over the past year, millions of Americans relied on the internet to participate in remote school, healthcare, and work.

Yet, by at least one measure, 30 million Americans live in areas where there is no broadband service or where existing services do not deliver minimally acceptable speeds. For millions of other Americans, the high cost of broadband access may place it out of reach. The American Rescue Plan aims to help remedy these shortfalls, providing recipients with flexibility to use Coronavirus State and Local Fiscal Recovery Funds to invest in broadband infrastructure.

Recognizing the acute need in certain communities, Treasury's Interim Final Rule provides that investments in broadband be made in areas that are currently unserved or underserved—in other words, lacking a wireline connection that reliably delivers minimum speeds of 25 Mbps download and 3 Mbps upload. Recipients are also encouraged to prioritize projects that achieve last-mile connections to households and businesses.

Using these funds, recipients generally should build broadband infrastructure with modern technologies in mind, specifically those projects that deliver services offering reliable 100 Mbps download and 100

Mbps upload speeds, unless impracticable due to topography, geography, or financial cost. In addition, recipients are encouraged to pursue fiber optic investments.

In view of the wide disparities in broadband access, assistance to households to support internet access or digital literacy is an eligible use to respond to the public health and negative economic impacts of the pandemic, as detailed above.

8. Ineligible Uses

Coronavirus State and Local Fiscal Recovery Funds provide substantial resources to help eligible state, local, territorial, and Tribal governments manage the public health and economic consequences of COVID-19. Recipients have considerable flexibility to use these funds to address the diverse needs of their communities.

To ensure that these funds are used for their intended purposes, the American Rescue Plan Act also specifies two ineligible uses of funds:

- **States and territories may not use this funding to directly or indirectly offset a reduction in net tax revenue due to a change in law from March 3, 2021 through the last day of the fiscal year in which the funds provided have been spent.** The American Rescue Plan ensures that funds needed to provide vital services and support public employees, small businesses, and families struggling to make it through the pandemic are not used to fund reductions in net tax revenue. Treasury's Interim Final Rule implements this requirement. If a state or territory cuts taxes, they must demonstrate how they paid for the tax cuts from sources other than Coronavirus State Fiscal Recovery Funds—by enacting policies to raise other sources of revenue, by cutting spending, or through higher revenue due to economic growth. If the funds provided have been used to offset tax cuts, the amount used for this purpose must be paid back to the Treasury.
- **No recipient may use this funding to make a deposit to a pension fund.** Treasury's Interim Final Rule defines a "deposit" as an extraordinary contribution to a pension fund for the purpose of reducing an accrued, unfunded liability. While pension deposits are prohibited, recipients may use funds for routine payroll contributions for employees whose wages and salaries are an eligible use of funds.

Treasury's Interim Final Rule identifies several other ineligible uses, including funding debt service, legal settlements or judgments, and deposits to rainy day funds or financial reserves. Further, general infrastructure spending is not covered as an eligible use outside of water, sewer, and broadband investments or above the amount allocated under the revenue loss provision. While the program offers broad flexibility to recipients to address local conditions, these restrictions will help ensure that funds are used to augment existing activities and address pressing needs.



TOMÁS J. ARAGÓN, MD, DrPH
Director and State Public Health Officer

State of California—Health and Human Services Agency California Department of Public Health



GAVIN NEWSOM
Governor

June 9, 2021

Note: This guidance is effective June 15, 2021 and supersedes all prior face coverings guidance.

GUIDANCE FOR THE USE OF MASKS

Background

The COVID-19 vaccines are effective in preventing infection, disease, and spread. Unvaccinated persons are more likely to get infected and spread the virus which is transmitted through the air and concentrates indoors. About 15% of our population remains without the option for vaccination (children under 12 years old are not yet eligible) and risk for COVID-19 exposure and infection will remain until we reach full community immunity.

The purpose of this guidance is to align with CDC recommendations and provide information about higher risk settings where masks are required or recommended to prevent transmission to persons with higher risk of infection (e.g., unvaccinated or immunocompromised persons), to persons with prolonged, cumulative exposures (e.g., workers), or to persons whose vaccination status is unknown. When people who are not fully vaccinated wear a mask correctly, they protect others as well as themselves. Consistent and correct mask use by people who are not fully vaccinated is especially important indoors.

In workplaces, employers are subject to the Cal/OSHA COVID-19 [Emergency Temporary Standards \(ETS\)](#) or in some workplaces the [CalOSHA Aerosol Transmissible Diseases Standard](#), and should consult those regulations for additional applicable requirements.

Guidance for Individuals

Masks are **not required for fully vaccinated individuals, except** in the following settings where masks are required for everyone, regardless of vaccination status:

- On [public transit](#)¹ (examples: airplanes, ships, ferries, trains, subways, buses, taxis, and ride-shares) and in transportation hubs (examples: airport, bus terminal, marina, train station, seaport or other port, subway station, or any other area that provides transportation)
- **Indoors** in [K-12 schools](#)², [childcare](#)³ and other youth settings.
 - Note: This may change as updated K-12 schools guidance is forthcoming, pending updates for K-12 operational guidance from the CDC.

¹ CDC Requirement for Face Masks on Public Transportation Conveyances and at Transportation Hubs

² CDC Operational Strategy for K-12 Schools through Phased Prevention

³ CDC Guidance for Operating Child Care Programs during COVID-19

- [Healthcare settings⁴](#) (including [long term care facilities⁵](#))
- State and local [correctional facilities and detention centers⁶](#)
- [Homeless shelters⁷](#), [emergency shelters⁸](#) and [cooling centers⁹](#)

Additionally, masks are **required* for unvaccinated individuals** in indoor public settings and businesses (examples: retail, restaurants, theaters, family entertainment centers, meetings, state and local government offices serving the public)

For additional information, individuals should refer to [CDC Recommendations for Safer Activities](#) (see CDPH Masking Guidance Frequently Asked Questions for more information).

***Guidance for Businesses, Venue Operators or Hosts**

In settings where masks are required only for unvaccinated individuals, businesses, venue operators or hosts may choose to:

- Provide information to all patrons, guests and attendees regarding vaccination requirements and allow vaccinated individuals to self-attest that they are in compliance prior to entry.
- Implement vaccine verification to determine whether individuals are required to wear a mask.
- Require all patrons to wear masks.

No person can be prevented from wearing a mask as a condition of participation in an activity or entry into a business.

Exemptions to masks requirements

The following **individuals** are exempt from wearing masks at all times:

- Persons younger than two years old. Very young children must not wear a mask because of the risk of suffocation.
- Persons with a medical condition, mental health condition, or disability that prevents wearing a mask. This includes persons with a medical condition for whom wearing a mask could obstruct breathing or who are unconscious, incapacitated, or otherwise unable to remove a mask 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 mask would create a risk to the person related to their work, as determined by local, state, or federal regulators or workplace safety guidelines.

⁴ CDC Updated Healthcare Infection Prevention and Control Recommendations in Response to COVID-19 Vaccination

⁵ CDC Interim Infection Prevention and Control Recommendations to Prevent SARS-CoV-2 Spread in Nursing Homes

⁶ CDC Interim Guidance on Management of Coronavirus Disease 2019 (COVID-19) in Correctional and Detention Facilities

⁷ CDC Interim Guidance for Homeless Service Providers to Plan and Respond to Coronavirus Disease 2019 (COVID-19)

⁸ CDC Interim Guidance for General Population Disaster Shelters During the COVID-19 Pandemic

⁹ CDC Interim guidance to reduce the risk of introducing and transmitting SARS COV-2 in cooling centers.

CITY OF PORTERVILLE
UTILITIES
PAST DUE BALANCES

	AS OF 3/31/2020	AS OF 12/31/2020	AS OF 1/31/2021	AS OF 2/28/2021	AS OF 3/31/2021	AS OF 4/30/2021	AS OF 5/31/2021	AS OF 6/30/2021	AS OF 7/31/2021	AS OF 8/31/2021	AS OF 9/30/2021	Mar20-Sep21 Difference
WATER	155,942	544,934	519,526	571,536	527,676	463,170	470,677	503,738	481,955	543,626	602,471	446,528
SEWER	171,185	335,513	337,317	349,334	294,515	283,873	305,374	292,298	282,188	300,471	320,062	148,877
REFUSE	155,172	300,283	303,605	316,767	268,798	253,119	273,951	262,133	248,199	267,486	282,828	127,656
	482,299	1,180,729	1,160,448	1,237,637	1,090,989	1,000,161	1,050,002	1,058,170	1,012,342	1,111,583	1,205,360	723,061
<u>ESTIMATED PENALTIES</u>		AS OF 12/31/2020	AS OF 1/31/2021	AS OF 2/28/2021	AS OF 3/31/2021	AS OF 4/30/2021	AS OF 5/31/2021	AS OF 6/30/2021	AS OF 7/31/2021	AS OF 8/31/2021	AS OF 9/30/2021	
WATER		130,155	133,344	150,734	143,479	136,401	138,598	145,220	132,986	147,937	145,259	
SEWER		86,320	89,124	91,957	75,987	75,827	84,055	79,686	73,592	78,818	77,245	
REFUSE		79,776	82,219	84,750	69,309	68,561	75,935	71,125	65,677	70,806	68,894	
		296,250	304,687	327,441	288,775	280,789	298,589	296,032	272,256	297,561	291,399	
TOTALS		1,476,979	1,465,135	1,565,077	1,379,764	1,280,950	1,348,590	1,354,201	1,284,597	1,409,144	1,496,759	

Vaccination Incentives Report

	KIUG Event August 19, 2021	SVMC/Imperial Ambulance Clinic August 27, 2021	SVMC/Imperial Ambulance September 16-18, 2021	SVMC/Imperial Ambulance October 7-9, 2021	Total Amount per Vendor
2.0 Coffee Co.					
Airway Café		\$400		\$4,600	\$5,000
Chaguito's Bakery		\$500		\$4,500	\$5,000
China's Alley		\$2,500		\$2,500	\$5,000
Deli Delicious	\$500		\$1,100	\$3,900	\$5,000
Don Vinos	\$500	\$3,000	\$2,700	\$3,000	\$3,500
El Jacalito		\$2,000	\$3,200	\$2,300	\$8,500
El Nuevo Mexicali (Main Street)	\$500		\$2,200	\$5,000	\$10,200
El Nuevo Mexicali (Prospect)		\$2,000		\$2,800	\$5,500
El Tapatio	\$500				\$2,000
Giovanni's Pizzeria	\$500		\$5,000	\$5,000	\$10,500
Habi Sushi		\$5,000		\$5,000	\$10,000
Hergesheimer's Donuts				\$1,000	\$1,000
Java Express			\$4,000	\$1,000	\$5,000
Mom's U Bake		\$2,500		\$5,000	\$7,500
Nanlangka		\$3,000			\$8,000
Pho Sho			\$5,000		\$5,000
Porterville Grocery Outlet			\$1,500	\$3,500	\$5,000
RJ's Café			\$4,400	\$5,600	\$10,000
Rosa's Italian Restaurant			\$700	\$4,300	\$5,000
Stafford's	\$600	\$400	\$300	\$4,700	\$5,000
Subway	\$2,800	\$3,200	\$10,000	\$7,000	\$11,000
Super Burger			\$5,000	\$5,000	\$21,000
Thai Kitchen		\$2,000	\$1,100	\$3,900	\$10,000
The Anvil		\$2,500	\$1,500	\$3,500	\$7,000
The Vault	\$1,500		\$3,500	\$6,500	\$7,500
Tony's Pizza				\$5,000	\$11,500
Town & Country Market		\$5,000	\$19,200	\$5,800	\$5,000
Total:	\$7,400	\$25,600	\$86,800	\$110,400	\$30,000
					\$230,200

Vaccines	74	366	795	1104 =	1235
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State of California—Health and Human
Services Agency
**California Department of
Public Health**



October 27, 2021

TO: All Californians

SUBJECT: Beyond the Blueprint for Industry and Business Sectors

Related Materials: Beyond the Blueprint Q&A | Vaccination Record Guidelines & Standards

Updates as of October 27, 2021:

- Removed term date of November 1, 2021.
- Included requirement for all businesses and venue operators to confirm identification for all attendees age 18 and older.

Background:

On June 15, California fully reopened the economy and moved beyond the Blueprint for a Safer Economy. All sectors listed in the Blueprint Activities and Business Tiers Chart returned to usual operations (with the limited exceptions noted below for Mega Events).

California leads the nation in emerging from the latest surge in COVID-19 infections, hospitalizations, and deaths caused by the Delta variant [1]. This is due in large part to the collective efforts of Californians to get vaccinated and wear masks. Vaccination remains the ultimate exit strategy out of the COVID-19 pandemic, but we still have a ways to go. Although infection rates had been decreasing, they seem to be levelling off, more than 25 counties continue to experience high transmission, as classified by the CDC. Hospital capacity remains impacted in some regions. People are still dying of this increasingly preventable disease.

Ongoing vigilance is necessary to protect against COVID-19. This continues to be the case for large, indoor events, which have the potential to cause large, substantial, and severe outbreaks. As we enter the winter season, more Californians and others entering California will be participating in indoor events and traveling across the state, country, and the globe, increasing the risk of spreading COVID-19.

Large events involve several factors that increase the risk of transmission including (a) persons attending often travel from outside the immediate area, from areas with higher levels of transmission, and some types of travel may increase the risk of exposure; (b) events have prolonged duration; (c) crowding is common in large events; (d) even in counties or venues with universal masking requirements, masks are removed for eating and drinking; and

(e) the larger the number of people gathered in crowded settings, the greater the likelihood that contagious persons are present and the more individuals who are exposed with the potential of becoming infected and spreading infections within their families, communities, schools, and workplaces.

The risk of spreading COVID-19 is decreased when all parties are vaccinated. Vaccination or negative COVID-19 test result verification, especially indoors, is an additional, important strategy to reduce transmission in large gatherings, especially where masks are removed for eating, drinking and where activities (like singing, yelling, or cheering) that increase transmission risk are occurring, even when masks are being worn.

In the context of concerning levels of transmission throughout much of the state, country, and worldwide and the ongoing risk of large gatherings, it is important that these mitigation strategies remain in place. Additionally, beginning December 1st, all attendees age 18 and older must provide identification to confirm the individual presenting proof of vaccination or negative test is the attendee entering the facility or venue. This additional measure is important at this time given that the frequency of indoor events will rise during this winter season, and many individuals attending these events may be coming from states and other countries that are experiencing higher rates of COVID transmission. Many events may also include families with children who are unable to receive the vaccine, or those who may be at high-risk for severe illness or death. It is important that we continue to protect our communities by ensuring that all attendees have taken all required measures to protect themselves and those around them.

These restrictions and recommendations will continue to be updated as CDPH continues to assess conditions on an ongoing basis.

	Restrictions Applying to Indoor & Outdoor Settings
Definitions of Mega Events	Crowds greater than 1,000 (indoors) attendees Crowds greater than 10,000 (outdoors) attendees
UPDATE: Vaccine Verification / Negative Testing requirements to confirm identification	Required for Indoor Mega Events Recommended for Outdoor Mega Events Beginning December 1st - All attendees age 18 and older must provide identification to confirm the individual presenting proof of vaccination or negative test is the attendee entering the facility or venue.*
Capacity Limitations	No restrictions
Physical Distancing	No restrictions for attendees, customers, and guests
Masking	Follow current CDPH Guidance for Face Coverings
Travelers	Recommend following CDC recommendations.

In workplaces, employers are subject to the Cal/OSHA COVID-19 Emergency Temporary Standards (ETS) or in some workplaces the CalOSHA Aerosol Transmissible Diseases Standard, and should consult those regulations for additional applicable requirements.

Limited Requirements for Mega Events:

Mega Events are characterized by large crowds greater than 1,000 indoor OR 10,000 outdoor attendees. Mega Events may have either assigned or unassigned seating, and may be either general admission or gated, ticketed, and permitted events. Mega Events do not include venues such as shopping malls or museums that are open to public circulation as part of their regular operations, except to the extent that such venues host qualifying events.

Mega Events are considered higher risk for COVID transmission because:

- Participants and attendees are spending extensive periods of time physically close to large numbers of people they don't usually interact with.
- The frequency and total duration of close contact between attendees is increased, thereby increasing the risk that respiratory particles will be transmitted between attendees and participants.
- They draw from beyond the nearby community and will often draw attendees and participants from other states and countries who may be infected with more infectious COVID variants.
- Effective contact tracing may be difficult given the number of potential uncontrolled mixing between groups and attendees among individuals who are unlikely to be together again and the nature of the events.

For Indoor Mega Events (example: conventions/conferences/expos/sporting events and concerts[2]):

In addition to the general public health recommendations:

- Verification of fully vaccinated status* or pre-entry negative test** result is required of all attendees.
 - Indoor venue and event operators may not use self-attestation as a mode of verification.
- All businesses and venue operators must check the identification of all attendees age 18 and over to validate their vaccination record or proof of negative test.
 - Acceptable identification is any document that includes the name of the person and photograph.
- Information will be prominently placed on all communications, including the reservation and ticketing systems, to ensure guests are aware of testing and vaccination requirements (including acceptable modes of verification).
- Attendees must follow CDPH Guidance for Face Coverings.
- Venues should make masks available to attendees upon request.

For Outdoor Mega Events (example: music or food festivals/car shows/large endurance events and marathons/parades/sporting events and concerts):

In addition to the general public health recommendations:

- Verification of fully vaccinated status or pre-entry negative test result is strongly recommended for all attendees.
 - If implemented, venue and event operators are recommended to not use self-attestation as a mode of verification but rather use verification options for providing proof of vaccination in the CDPH Vaccine Record Guidelines & Standards.
- Attendees must follow CDPH Guidance for Face Coverings. Consistent with that guidance, attendees should also wear masks at outdoor events when they enter indoor areas, such as restrooms, restaurants, retail shops, concourses, or concession stands.
- Information will be prominently placed on all communications, including the reservation and ticketing systems, to ensure guests are aware that the State strongly recommends that they be fully vaccinated or obtain a negative COVID-19 test prior to attending the event.
- Venues should make masks available to attendees upon request.

Additional recommendations for sponsors of Mega Events:

- Encourage everyone to get vaccinated when eligible.
- Facilitate increased ventilation of indoor spaces (i.e., open all windows and doors to increase natural air flow), following current CDPH and CalOSHA guidance.

- Encourage everyone to sign up for CA Notify as an added layer of protection for themselves and the community to receive alerts when they have been in close contact with someone who tests positive for COVID-19.
- Convey the risk of attending large, crowded events where the vaccine status of others in attendance may be unknown to the individuals.
- Convey the risk of attending large, crowded events for populations that may not currently be eligible for vaccination or may be immunocompromised and whose vaccine protection may be incomplete.
- Encourage all venues along any parade or event route to provide outdoor spaces for eating/drinking/congregating to reduce the risk of transmission in indoor settings.

[1] CDC - Delta Variant: What We Know About the Science

[2] These requirements continue to be recommended but not mandatory for places of worship meeting the definition of a mega event.

* Fully vaccinated

1. Definition: See current CDPH Guidance for Fully Vaccinated Persons for definitions, acceptable vaccines, and updates on additional vaccines as they are approved.
2. Verification: See current Options for Providing Proof of Vaccination in the CDPH Vaccine Record Guidelines & Standards for acceptable methods of vaccine verification.

** Pre-entry negative testing

1. Definition: Testing must be conducted within 72 hours before event start time (both PCR and antigen are acceptable). Results of the test must be available prior to entry into the event or venue.
2. Verification: See current CDPH Updated Testing Guidance for acceptable methods of proof of negative COVID-19 test result.

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California Department of Public Health
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Department Website (cdph.ca.gov)



RESOLUTION 2021-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTERVILLE
AFFIRMING ITS PROCLAMATION OF A LOCAL EMERGENCY, RATIFYING THE
PROCLAMATION OF A STATE OF EMERGENCY BY ASSEMBLY BILL 361 ISSUED
ON SEPTEMBER 16, 2021, AND AUTHORIZING REMOTE TELECONFERENCE
MEETINGS OF ALL LEGISLATIVE BODIES OF THE CITY OF PORTERVILLE FOR
THE PERIOD OF THIRTY (30) DAYS PURSUANT TO BROWN ACT PROVISIONS

WHEREAS, the City Council is committed to preserving and nurturing public access and participation in meetings of all City of Porterville legislative bodies; and,

WHEREAS, all meetings of the City's legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950-54963), so that any member of the public may attend, participate, and watch the City's legislative bodies conduct their business; and,

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(s), subject to the existence of certain conditions; and,

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and,

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme period to the safety of persons and property within the jurisdictions that are within the City's boundaries, caused by natural, technological, or human-caused disasters; and,

WHEREAS, it is further required that State or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and,

WHEREAS, such conditions now exist in the City, specifically, a State of Emergency has been proclaimed by the Governor of the State of California; and,

WHEREAS, State and local officials continue to promote social distancing measures and City's conference chambers limited capacity would present imminent risk to health and safety of attendees; and,

WHEREAS, the City does hereby reaffirm its proclamation of a local emergency due to the novel coronavirus (COVID-19) that has caused, and will continue to cause, conditions of peril to the safety of persons within the City that are likely to be beyond the control of services, personnel, equipment, and facilities of the City, and desires to reaffirm its local emergency and ratify the proclamation of emergency by the Governor of the State of California; and,

WHEREAS, as a consequence of the local and state emergency, the City does hereby find that the legislative bodies of the City shall conduct their meetings without compliance with paragraph three (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph two (2) of subdivision (c) of section 54953; and,

WHEREAS, the City will give notice of the meeting and post agendas, as described, to allow members of the public to access the meeting and address the legislative body, to give notice of the means by which members of the public may access the meeting and offer public comment, including an opportunity for all persons to attend via a call-in option or an internet-based service option, and to conduct the meeting in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body; and,

WHEREAS, the legislative body will not take any further action on agenda items when there is a disruption which prevents the public agency from broadcasting the meeting, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments, until public access is restored; and,

WHEREAS, the legislative body will not require public comments to be submitted in advance of the meeting and specifies that the legislative body must provide an opportunity for the public to address the legislative body and offer comment in real time; and,

WHEREAS, the legislative body will not close the public comment until the public comment period has elapsed or until a reasonable amount of time has elapsed as specified.

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

SECTION 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference; and,

SECTION 2. Reaffirmation of Local Emergency. The City hereby reaffirms that a local emergency now exists through the City, and that State and local officials

continue to promote social distancing measures and City's conference chambers limited capacity would present imminent risk to health and safety of attendees; and,

SECTION 3. Ratification of Governor's Proclamation of a State of Emergency. The City hereby ratifies the Governor of the State of California's Proclamation of March 2, 2020; and,

SECTION 4. Remote Teleconference Meetings. The City Manager and legislative bodies of City of Porterville are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act; and,

SECTION 5. Effective Date of Resolutions. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of December 1, 2021, or such time the Council adopts a subsequent Resolution in accordance with Government Code section 54953 (e)(3) to extend the time during which the legislative bodies of City of Porterville may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED, APPROVED, AND ADOPTED this 2nd day of November, 2021.

Adrian Monte Reyes, Mayor

ATTEST:

John D. Lollis, City Clerk

By: _____

Patrice Hildreth, Chief Deputy City Clerk